HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, July 06, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m. on July 6, 2021 in the Board Room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, Florida

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m. on July 7, 2021 at the Avon Park Community Center, 310 W. Main Street, Avon Park, Florida

The Veterans Advisory Board will meet on July 8, 2021 at 3:30 p.m. in the Highlands County Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring, Florida

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m. on July 8, 2021 at the Lake Placid Government Center, 1069 US 27 N., Lake Placid, Florida

The Construction Licensing, Enforcement and Appeals Board will hold a regular meeting at 7:00 p.m., on July 13, 2021 in the Board Room of the Highlands County Government Center, 600 S. Commerce Ave., Sebring, Florida

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *County Administrator Randy Vosburg, Presentation of Years of Service Awards.*
Marc Bashoor, Public Safety Director
Jonathan Harrison, Road & Bridge Director
Randy Vosburg, County Administrator
None.
Service Award Bios Feb - Jun 2021 7.6.21.docx

6.B *Presentation of Employee of the Quarter for the 1st Quarter of 2021*

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

6.C *Presentation to Captain Lance DuVall on his retirement.*
County Administrator Randy Vosburg

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the 5/18/2021 & 6/01/2021 regular meetings of the Board.*
051821REG.pdf
060121REG - ADA Version.pdf

8.B *Reappointment of one member, Joseph Gentili, to the Historic Preservation Commission for a four year term to expire June 30, 2025.*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Joseph Gentili Application.pdf

8.C *Request Board approval for Amendment One to the agreement between Highlands County and Xerox Corporation*
Tanya E. Cannady, Business Services Director
Christine M. Davis, Purchasing Manager
Up to approved budget for each applicable cost center. Estimated annual savings County-wide $9,805.80 for machine fees.
XEROX_1ST_Amendment_VENDOR_ONLY_EXEC_6-8-2021.pdf

8.D *A Resolution of Highlands County, Florida, Providing for Legislative Findings and Intent; Providing a Pledge of Support for Grant Funding Applications; Providing for County Regulation and Interlocal Cooperation Efforts; Providing for the Implementation of Administrative Actions; Providing an Effective Date; and Providing Directions to the County Administrator.*
Sherry G. Sutphen, County Attorney
Fiscal Impact is unknown.
Resolution.Lake Placid Grant support.SGS.pdf

8.E *Resolution Authorizing Highlands County, Florida to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan regarding the opioid epidemic.*
Sherry G. Sutphen, County Attorney
The fiscal impact is unknown at this time.
Resolution - opioid litigation.pdf

8.F *Request approval to declare 1 County owned property as surplus.*
Brandon Gunn/Purchasing Agent

The sale will result in revenue to the General Fund and the property will be back on the Tax Roll.

1590 US 27 N.pdf

8.G *Request approval of a Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball AAA State Tournament (June 10-13, 2021).*

Casey Hartt, Lead Marketing Consultant

This approval will allocate up to $5,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in the FY 20/21 Adopted Budget.

TDC Contract 2021 AAA Tournament.pdf

FL Dixie AAA Sports Grant App.pdf

6.10.2021 Draft TDC Min.docx

8.H *Request approval of a Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball Ozone State Tournament (July 10-13, 2021).*

Casey Hartt, Lead Marketing Consultant

This approval will allocate up to $5,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in the FY 20/21 Adopted Budget.

TDC Contract 2021 Ozone Tournament.pdf

FL Dixie Ozone Tournament Sports Grant.pdf

6.10.2021 Draft TDC Min.docx

8.I *Request approval of a NewEvent Tourist Development Tax Grant in the amount up to $7,500 for the 2021 Visit Sebring Classic Golf Tournament (Nov 1-3, 2021).*

Casey Hartt, Lead Marketing Consultant

This approval will allocate up to $7,500 total in fiscal year 20/21 from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services).

MLGT VS CLASSIC Grant contract.pdf

MLGT November TDC grant application.pdf

4.29.2021 Draft TDC Min.pdf

8.J *Request approval of a NewEvent Tourist Development Tax Grant in the amount up to $35,000 for 2021 for the Citrus Golf Trail Open (Nov 30- Dec 5, 2021).*

Casey Hartt, Lead Marketing Consultant

This approval will allocate up to $35,000 total in fiscal year 21-22 from Fund 152 (Tourist Development Trust). This Agreement will be adopted in the FY 21/22 Adopted budget in cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services).

CGT Open Grant Contract-Airstream Ventures, LLC..pdf

CGT Open TDC grant application.pdf

4.29.2021 Draft TDC Min.pdf

8.K *Request approval to purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.*

Marc Bashoor, Public Safety Director

There is no fiscal impact to Fund 005 (General) as excess funds within cost center 5105 (Ambulance Service) in the amount of $8,437.70 will be used for the purchase.
HCFR LUCAS3.1 w Trade 2021-05-27.pdf

8.L *Request approval of Florida Network of Children's Advocacy Centers' (FNCAC) additional allocation for one-time purchases and approval of Budget Amendment 20-21-100 and associated Resolution for Project 20054.*
Sarah Beth Rogers
Children's Advocacy Center Manager
Increase to to Fund 005 (General), Cost Center 3995 (Children's Advocacy Center), Project 20054 (New Work Space) in the amount of $1,534.82.
20-21-100 Project 20054 New Work Station (CAC) (BA).pdf
20-21-100R Project 20054 New Work Station.pdf

8.M *Request approval of JAG-Local Grant Application FY 21-22*
Paul Blackman, Sheriff
This federal grant is for $18,473 and does not require any local match funds, so there will be an increase in Board revenue and a corresponding increase in Board expenditures with a net zero fiscal impact on the Board's general fund for FY 21-22.
JAGD Grant Application - Sheriff.pdf

8.N *Request approval of Budget Amendment 20-21-105 to realign funds in Project 20035 Child Advocacy Trust Fund.*
Sarah Beth Rogers
Children's Advocacy Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is realigning funds within Project 20035 (CATF 20-21) by moving $3,542.85 from account 51200Z (Project Regular Salaries) to account 53400Z (Project Contractual Services).
20-21-105 Proj 20035 CATF Realignment for ASL.pdf

8.O *Request to approve Budget Amendment 20-21-106 and the accompanying resolution to appropriate funds in the amount of $3,096.80 to the Thunderbird Sidewalk Project from Grand Prix to Cougar, Project Number 15010, to invoice Florida Department of Transportation (FDOT) for labor.*
Clinton Howerton Jr., P.E., County Engineer
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $3,096.80 in Cost Center 4102A (Transportation Projects), Project Number 15010 (Thunderbird Sidewalk Grand Prix to Cougar) which is being funded through the FDOT grant. In addition, $100 is being realigned from Account No. 54900Z (Project Other Charges & Obligations) to Account No. 56301Z (Project Capital Improvements), totaling $3,196.80.
20-21-106 Proj 15010 Thunderbird SW Grand Prix to Cougar (BA).pdf
20-21-106R Project 15010 Thunderbird Grand Prix to Cougar.pdf

8.P *Request to approve Budget Amendment 20-21-109 to reallocate funds from Project #17002 (ADA Transition Plan FY 17-18) Youth Care Lane to Project #19002 (ADA Transition Plan FY 19 – 20) Tower Street.*
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 #17002 (ADA

Transition Plan FY 17 - 18) to Project #190002 (ADA Transition Plan FY 19 – 20).
20-21-109 Proj Bal from 17002 to 19002 ADA Transition Funds (BA).pdf
20-21-109R Proj Bal from 17002 to 19002 ADA Transition plan (Resolution).pdf

9 PUBLIC HEARING

10 ACTION AGENDA

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report*
Sherry Sutphen, County Attorney
There is no fiscal impact
COUNTY ATTORNEY LOG.pdf

11.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 7.6.2021.pdf
Status - Project Updates (FINAL) 7.6.2021.pdf

11.C *Summary Presentation of the FY 2021/2022 Recommended Budget*
David Nitz, OMB Manager
None at this time.
Rec 21-22 Budget - 7-6-21.pdf

11.D *Hurricane Season update*

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from June 16, through July 6, 2021*

13.B *Preliminary Resolution No. 20-21-115 Pertaining to the Re-Imposition of the Solid Waste Special Assessment*
Sherry G. Sutphen, County Attorney
RES 20-21-115.pdf

13.C *Preliminary Resolution No. 20-21-110 Pertaining to the Re-Imposition of the Fire Protection Special Assessment*
RES 20-21-110.pdf

14 ADJOURN

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

verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:	**Marc Bashoor, Public Safety Director** **Jonathan Harrison, Road & Bridge Director** **Randy Vosburg, County Administrator**
SUBJECT/TITLE:	**County Administrator Randy Vosburg, Presentation of Years of Service Awards.**

STATEMENT OF ISSUE

The following employees have reached service milestones and we would like to recognize them in order of years of service. We are recognizing several months at this time, due to COVID-19.

February 2021
Brandon Poynor, 5 years, presented by Public Safety Director Marc Bashoor

April 2021
Bryan Sands, 5 years presented by Public Safety Director Marc Bashoor
Charles Benton, 20 years presented by Road & Bridge Director Jonathan Harrison

May 2021
James Dion, 10 years presented by Public Safety Director Marc Bashoor
Ric Fleeger, 15 years presented by County Administrator Randy Vosburg

June 2021
Brian Stimson, 10 years, presented by Road & Bridge Director Jonathan Harrison
Mark Tucciarone, 10 years, presented by Road & Bridge Director Jonathan Harrison

RECOMMENDED ACTION

Award Certificate and Pin to each recipient.

FISCAL IMPACT

None.

Attachments: Service Award Bios Feb - Jun 2021 7.6.21.docx

Bios

February 2021

5 Years of Service

Brandon Poyn0r began his career with the Board of County Commissioners in 2016 as a Firefighter and EMT where he remains today.

April 2021

5 Years of Service

Bryan Sands started his career with the Board of CountyCommissioners as an EMT in 2016 and was promoted to Firefighter/EMT in December of 2019.

20 Years of Service

Charles Benton began his career with the Board of County Commissioners in 2001 as a Mechanic. He was promoted to Mechanic II in 2003 and then in 2017 to Mechanic III where he remains today.

May 2021

10 Years of Service

James Dion became a full-time employee of the Board of County Commissioners in 2011 as an Emergency Medical Technician and still serves in that position today.

15 Years of Service

Richard Fleeger started his career with the Board of County Commissioners in 2006 as Assistant Supervisor/Finish Carpenter. He was promoted to Facilities Manager in 2015. In 2018 he was promoted to Parks & Facilities Superintendent.

June 2021

10 Years of Service

Brian Stimson became a full-time employee of the Board of County Commissioners in 2011 as a Laborer. In 2014, he was promoted to Finish Equipment Operator Grader and in February of

this year he was promoted to Construction Inspector.

10 Years of Service

Mark Tucciarone became a full-time employee with the Board of County Commissioners in 2011 as a Tractor Operator. In 2019 he was promoted to Equipment Operator I. In the same year he was promoted to Crew Leader and remains in that position today.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Presentation of Employee of the Quarter for the 1st Quarter of 2021**

STATEMENT OF ISSUE

Human Resources received two (4) new Employee of the Quarter Nominations for the 1st quarter of 2021. There were 3 Nominations from the previous quarters that were still active. Human Resources tallied the votes from Survey Monkey and paper ballots submitted the following employee was selected as the recipient of the Employee of the Quarter Award for the 1st Quarter:

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Sandy Sizemore, Road & Bridge Department.

FISCAL IMPACT

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

Attachments: Employee of the Quarter S. Sizemore.docx

#1 Sandy Sizemore is one of the most positive people I have ever worked with. How she is able to juggle everything with a smile and the best attitude is extraordinary. Although I do not work in the same department as Sandy, I did have the opportunity to work alongside her during the CARES application process. She gladly volunteered her time with the ever-evolving grant programs and application review process, and even when given the opportunity to phase out of the project she asked to remain on the project, as she was invested and wanted to see it through to the finish. She did an excellent job at working with the applicants - even though many times they were not happy - and did so with a great attitude and superior customer service. In speaking with other colleagues, if you bring up Ms. Sizemore's name, they ever have positive things to say. She brings a light and joy everywhere she goes and is truly a pleasure to work with. Again, not working in the same department, I hear that Sandy always goes above and beyond to learn more every day and is the true definition of a team player. Sandy is also always there to encourage fellow colleagues and celebrate their accomplishments. She handles change with grace and positivity. She is conscientious and kind and always a pleasure to work with. Hands down, if you're ever having a bad day, give Sandy a call and she will surely boost your spirits. I don't have more specific examples, but I know her Director thinks extremely highly of her and I am pleased to be able to nominate her!

#2 Sandy is the most joyous person to be around. Her optimistic attitude and warm laugh is an invaluable addition to our office. She is a kind, compassionate, and caring individual who will go out of her way to help fellow employees and the citizens of Highlands County. Daily, as the face of Road & Bridge, she encounters a variety of different requests and/or complaints. Always, with an empathetic demeanor, she engages with the public and strives to assist them even if it is not the results they are wanting. Sandy is an individual who is not satisfied knowing the bare minimum. She constantly asks questions and is eager to learn about the complete functions of the Department. She requested a tour of the Highlands County Shell Pit and Asphalt Plant to be able to fully understand the paperwork she reviews. She communicated with our Natural Resource staff and Shell Pit personnel to construct a hydrology report that resulted in significant cost savings to the County. If there is a task or assignment to be completed, Sandy always is willing to volunteer in an effort to broaden her role. If nobody thinks it can be done, Sandy does. She constantly performs at a high level, and she does this on a daily basis. Road and Bridge staff, office and field workers alike, express their appreciation for everything she does. Undoubtedly, she is an exceptionally hard worker and an all-around wonderful person. She has a lasting and positive effect on everyone she meets and is loved by all those who have the privilege of knowing one of the best County employees.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **County Administrator Randy Vosburg**

SUBJECT/TITLE: **Presentation to Captain Lance DuVall on his retirement.**

STATEMENT OF ISSUE

We are honoring Captain Lance DuVall with a plaque in recognition of his long and distinguished career with Highlands County, and wish him well in his retirement.

Lance started with Hendry County in 1988 at as an EMT and became a Paramedic in 1990. In 1991 he then became the Field Trainer for Hendry County.

While serving in Hendry County, he was also a Volunteer EMS Support Squad which involved covering the Sebring Races amongst other special events. In January 1996, he began as a full time employee for the Highlands County as a Paramedic Trainer. In August of 2007, he became the EMS Supervisor which included the responsibility of ordering of the narcotics and 9 ambulances. In 2019 Lance became a Captain for the now Highlands County Fire Rescue. Lance has seen many changes throughout his years serving for Highlands County.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the 5/18/2021 & 6/01/2021 regular meetings of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the 5/18/2021 & 6/01/2021 regular meetings of the Board.

Attachments: 051821REG.pdf
060121REG - ADA Version.pdf

REGULAR MEETING OF THE BOARD, MAY 18, 2021

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

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

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Chris Taylor, with Grace Bible Fellowship Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Harry Marsh, president of the Military Order of the Purple Heart, Ch. 601.

4. ANNOUNCEMENTS
The Children's Services Council will meet at 8:00 a.m., on May 19, 2021, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Recreation & Parks Advisory Committee will meet at 2:00 p.m., on Thursday, May 20, 2021, at the Bert J. Harris Jr. Agricultural Center, in the O.S. "Sam" Polston Auditorium, 4509 George Blvd., Sebring, FL.

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will meet on May 25, 2021, at 9:00 a.m., in Conference Room A, 7205 S. George Blvd., Sebring, FL.

The Highlands County Hospital District will meet at 1:15 p.m., Thursday, May 27, 2021, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will meet at 3:30 p.m., on June 3, 2021, at the Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring, FL.

The Soil & Water Conservation District Board will meet today at 3:00 p.m., at the Ag Center, 4504 S. George Blvd., Sebring, FL.

Commissioner Roberts congratulated the Highlands County employees for ranking in 5th place for the money that was raised for United Way. Commissioner Roberts also congratulated County Administrator Randy Vosburg for being named Citizen of the Year by the United Way Foundation of Central Florida.

A moment of silence of silence was observed for the recent loss of the three young adults from Lake Placid.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, gave a shoutout to Randy Vosburg, County Administrator, and Rick Fleeger, Superintendent of Parks & Facilities, for their assistance in setting up for the National Day of Prayer event that took place on May 6, 2021.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing May 16-22, 2021 as "Emergency Medical Services Week" in Highlands County.

Chief Marc Bashoor presented the request and read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation recognizing May 16-22, 2021 as "Emergency Medical Services Week" in Highlands County. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 115 & SMB 142 Page 104.***

B. Request approval of a Proclamation recognizing May 2021 as "Brain Tumor Cancer Awareness Month" in Highlands County.

Chairman Kirouac read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation recognizing May 2021 as "Brain Tumor Cancer Awareness Month" in Highlands County. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 116 & SMB 142 Page 105.***

C. Request approval of a Proclamation recognizing May 2021 as "Older Americans Month" in Highlands County.

Commissioner Roberts read the Proclamation into the record.

Commissioner Roberts moved approval of the Proclamation recognizing May 2021 as "Older Americans Month" in Highlands County. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 117 & SMB 142 Page 106.***

7. PUBLIC COMMENT

No participants.

8. CONSENT AGENDA

Commissioner Campbell moved approval of the consent agenda as presented. Commissioner Rapp seconded the motion.

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

A. Request approval for City of Avon Park Interlocal Agreement for Recreation Funding – Fiscal Impact $110,000. *See City of Avon Park file.*

B. Request approval to declare 115 County owned properties as surplus. *See SMB 142 Page 107.*

C. Request the approval of one-for-one fulltime employment exchanges to establish the positions of Building Inspector Supervisor, Code Enforcement Supervisor and Planning and Zoning

Manager; add a Building Inspector, Code Enforcement Official I - Standard Housing Code Inspector and a Planning Technician. *See SMB 142 Page 108.*

D. Third Amendment to Agreement for Gehring Group, Inc., Agent of Record for Employee Health Benefits. *See Gehring Group file.*

E. Request approval of Budget Amendment 20-21-086 and Resolution transferring balance from Project 19056 and FY 20/21 Road Reconstruct Funds into Project 20044 East Avon Pines Road. *See Res. Book 31 Page 118 & SMB 142 Page 109.*

F. Request approval of Interlocal Agreement and Budget Amendment 20-21-088, pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the School Board of Highlands County, for an amount up to $28,099, to resurface tennis courts at Sebring High School and Lake Placid High School. *See School Board file.*

G. Request to approve Budget Amendment 20-21-089 and the accompanying resolution to appropriate funds in the amount of $67,470.00 and reallocate total funds in the amount of $158,379.00 within the Small Co SW Grant project, Project Number 20008, for the purchase of equipment at the Highlands County Solid Waste Management Center. *See Res. Book 31 Page 119 & SMB 142 Page 110.*

H. Request approval for Budget Amendment 20-21-090 and associated Resolution for Project 20053 to appropriate grant funds from the Florida Sports Foundation-GFNY FL Sebring grant. *See Res. Book 31 Page 120 & SMB 142 Page 110A.*

I. Request approval of the minutes from the March 2, 2021, March 16, 2021 and April 06, 2021 Regular Meetings of the Board. *See Clerk of Courts website.*

9. PUBLIC HEARING:

A. Request to approve a resolution for closing all of those roadways shown on the plat of Spring Lake – Village IX.

Clinton Howerton, Jr., County Engineer, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Howerton stated that a few concerns were raised about the ownership of some of the properties that will be affected and requested the item be tabled to the next meeting. Mark Bentley, representing the applicant, stated that he has not heard of any concerns and requested the item be tabled momentarily until he can speak with Mr. Howerton.

The Commission concurred to set this item aside to give Mr. Bentley and Mr. Howerton time for discussion.

This item was brought back at 9:45 a.m.

Mr. Howerton stated the concerns raised earlier regarding the properties that could be affected was due to them being in the buffer zone, adjacent to the property, and were really not affected due to the right-of-way itself. Mr. Howerton stated that staff has confirmed the applicant owns those properties that would be affected and have no objections towards this vacation.

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

Commissioner Tuck made a motion to approve the vacation of right-of-way as described in the attached resolution, to be vacated, abandoned, discontinued, closed, and all rights of the county and the public, in and to the section of the road and any lands in connection therewith, be and they are hereby renounced and disclaimed. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 121 & SMB 142 Page 111.***

B. Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-583SS, for approximately 15.33 acres, from Low Density Residential (RL) and High Density Residential (RH) to Agriculture (AG).

C. Public hearing to consider adoption of P&Z Hearing No. 2072, changing the Official Zoning Atlas for approximately 15.33 acres, from Estate District (EU) and Multiple-Family Dwelling including Motel and Hotel with a Flexible Unit Development District (R-3 FUD) to Agricultural District (AU).

Melony Culpepper, Planning Supervisor, requested items 9B and 9C be opened together as both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Culpepper read the caption of the ordinance into the record and addressed concerns raised by the Commission.

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

Ms. Culpepper read into the record the recommended motion for **CPA-21-583SS.**

Commissioner Rapp moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file & Ordinance Book 19 (Ord. No. 20-21-15).***

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2072.**

Commissioner Roberts moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 31 Page 122 (Res. No. 20-21-103).***

D. Public hearing to consider adoption of P&Z Hearing No. 2073, changing the Official Zoning Atlas for approximately 5 acres, from Multiple-Family Dwelling including Motel and Hotel with a Conditional Use District (R-3 CU) to Multiple-Family Dwelling including Motel and Hotel District (R-3).

Melony Culpepper, Planning Supervisor, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2073.**

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 31 Page 123 (Res. No. 20-21-104).***

E. Public hearing to consider adoption of P&Z Hearing No. 2076, changing the Official Zoning Atlas for approximately 4.05 acres, from Agricultural District (AU) to Public & Quasi-Public Lands District (P).

Melony Culpepper, Planning Supervisor, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2076.**

Commissioner Campbell moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 31 Page 124 (Res. No. 20-21-105).***

F. Public hearing to consider adoption of P&Z Hearing No. 2075, changing the Official Zoning Atlas for six parcels totaling approximately 95 acres from Estate District (EU) to Residential District (R-1).

G. Public hearing to consider adoption of Large Scale Comprehensive Plan Future Land Use Amendment CPA-21-585LS, for approximately 95 acres, from Low Density Residential (RL) to Medium Density Residential (RM).

Sandra Vasquez, Planner I, requested items 9F and 9G be opened together as both pertain to the same property. These public hearings were properly advertised, and proofs of publication were submitted to the Clerk to become part of the permanent record. Ms. Vazquez questioned if any of the commissioners held ex parte communications concerning these hearings. All commissioners stated no. Ms. Vazquez read the caption of the ordinance into the record.

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

Ms. Vazquez read into the record the recommended motion for **P&Z Hearing No. 2075**.

Commissioner Campbell moved approval of the motion as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 131 Page 125 (Res. No. 20-21-106).***

Ms. Vazquez read into the record the recommended motion for **CPA-21-585LS**.

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Roberts seconded the motion.

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

10. ACTION AGENDA

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

Commissioner Roberts stepped away from the meeting for a brief moment and was not present to vote on the setting of the action agenda.

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

A. Request approval of the agreement to purchase a new ambulance with trade-in of two (2) ambulances.

Chief Marc Bashoor, Public Safety Director, presented the request.

Commissioner Tuck moved approval of the quote agreement to purchase one (1) ambulance in the amount of $245,400.00 with the approval of the trade-in of two (2) ambulances for a discount of $8,000.00 that is included in the purchase. Commissioner Rapp seconded the motion.

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

B. Request acceptance or denial of appeal timely submitted by Waste Connections of Florida, Inc., related to the County Administrator's declaration that Waste Connections of Florida, Inc., is a "habitual violator" pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County.

Randy Vosburg, County Administrator, stated that attached to the request is a letter he sent to Waste Connections and a response to that letter from Waste Connections. Sherry Sutphen, County Attorney, stated that the process has been completed in accordance to Section 13.4 of the Solid Waste Franchise Agreement with Waste Connections and the Board's responsibility today is to only accept or reject the request for an appeal. If the Board is willing to entertain that the appeal be heard, Ms. Sutphen stated this would happen at the June 1, 2021 Board meeting.

Commissioner Rapp moved to approve the request of appeal timely submitted by Waste Connections of Florida, Inc., related to the County Administrator's declaration that Waste Connections of Florida, Inc., is a "habitual violator" pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 142 Page 112.***

C. Discussion concerning the Venus Clubhouse and request for direction.

Mr. Frank Youngman spoke on behalf of the citizens in the Venus area, who are requesting that the Board of County Commissioners return the Venus Clubhouse back to the Venus community, as it was recently turned over to Highlands County Fire & Rescue for storage use and training.

Signed petitions from the Venus community were provided to the Clerk to become part of the permanent record.

Chairman Kirouac stated that they will continue working on this matter and will bring an amicable solution back to Board. ***See SMB 142 Page 113.***

D. Request approval of a New Event Tourist Development Tax Grant in the amount up to $90,000 in 2021, up to $90,000 in 2022, and up to $90,000 in 2023 for the Spartan Race.

Casey Hartt, Lead Tourism Consultant, presented the request and stated that although not listed as such in the agenda item request, the event is actually a Spartan-Tough Mudder joint race.

Commissioner Tuck moved approval of the New Event Tourist Development Tax Grant in the amount up to $90,000 in 2021, up to $90,000 in 2022, and up to $90,000 in 2023 for the SPARTAN Race. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Tourist Development Council file.***

E. Request approval of the Amended Change Order form to remove marketing and advertising expenses as an allowable reimbursement from the Sports Event - Tourist Development Tax Grant: 2021 Heartland Triathlon, and instead allow reimbursement for Maintenances of Traffic (MOT) expenses.

Casey Hartt, Lead Tourism Consultant, presented the request.

Commissioner Roberts moved approval of the amended change order form to remove marketing and advertising expenses as an allowable reimbursement from the Sports Event - Tourist Development Tax Grant: 2021 Heartland Triathlon, and instead allow reimbursement for Maintenances of Traffic (MOT) expenses. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Tourist Development Council file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, presented the updated County Attorney Status Report. ***See SMB 142 Page 114.***

Ms. Sutphen commented on the mass opioid litigation and stated that they are in the process of working through final litigation and there would be an allocation to each different jurisdiction. If awarded, a resolution would be brought forward in the next couple months to accept the settlement amount.

Ms. Sutphen also informed the Commission that a lawsuit has been filed against the Supervisor of Elections and she is working closely with Ms. Penny Ogg on this issue.

B. Presentation on Septage Disposal Options in Highlands County.

Clinton Howerton, County Engineer, addressed several septage disposal options in Highlands County and commented on the issues caused by the recent breakdown of the Avon Park facility, which is now up and running. Mr. Howerton stated that the City of Avon Park is looking into expanding their treatment plant and shared that approximately 81% of the material received comes from Highlands County.

Mr. Howerton also stated he has been reaching out to several entities in the private sector who are interested in putting together a facility that will be able to accept a significant amount of septage waste. He stated that Spring Lake and Sun 'n Lake are not interested in taking on extra material because their facilities are small. Mr. Rick Whalen, City of Avon Park Public Works Director, addressed the Board. Chairman Kirouac stated that this issue is a health and safety concern for the County and there is a definite need for more facilities that can receive septage waste. He stated this issue will continue on the Commission's priority list and they will continue working together with the City of Avon Park and stated he spoke to Lake Placid Town Councilman Ray Royce, who shared possible options in Lake Placid. ***See SMB 142 Page 115.***

C. Consideration of Options for Tire Buy Back Events

Bob Diefendorf, Engineer Project Manager, gave a brief history of the first few tire buy back events that were held and stated there is currently no budgeted item for a tire buy back event. Mr. Howerton stated that six tires per year may be left at curbside and the solid waste hauler will pick them up, or citizens are welcome to bring tires (up to 20" in size) to the landfill at no charge. Mr. Howerton recommended the County not hold an event this year, as the landfill currently has large piles of tires that have not been grounded due to the County no longer having a valid contract with the vendor and have no way of disposing of them. Chairman Kirouac stated citizens are encouraged to contact Waste Connections to coordinate curbside pick-ups or to haul tires to the landfill themselves, and suggested a tire buy back event only be considered if a severe problem is identified. ***See SMB 142 Page 116.***

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

Randy Vosburg, County Administrator presented the updated Commissioner's Priorities and Project Status Report. ***See SMB 142 Page 117.***

E. COVID-19 Update.

Mr. Vosburg provided a COVID-19 update as presented by the Florida Department of Health. ***See SMB 142 Page 118.***

F. Pipeline and Gas Update.

Mr. Vosburg provided an update on the recent pipeline and gas issue and stated that Florida is not primarily served by the pipeline that was cyber-attacked recently. Florida saw an impact due to high demands for fuel, not because of lack of fuel availability. ***See SMB 142 Page 119.***

Mr. Vosburg stated that staff is in the process of applying for a long-term loan related to water quality and storm runoff from the State Revolving Fund. A packet will be put together and if the County is fortunate to be awarded this program, an item will be brought before the Board for direction.

In regards to the American Rescue Plan, Mr. Vosburg stated that the County is anticipating to receive $10.3 million in the first round, and was disappointed to hear that funds cannot be used towards general infrastructure, which will limit the scope of projects they thought could be included, and projects have to be tied to COVID. A recommended spending plan will be brought before the Board.

Mr. Vosburg announced that there was an item that went before the Planning & Zoning Commission that he previously advised would be withdrawn but was informed today the item was not withdrawn and will come before the Board on June 15, 2021.

Mr. Vosburg questioned if the Board was interested in holding a workshop to further discuss the fire assessment and to present years of service awards to the volunteer firefighters. After discussion, the Commission concurred to hold an evening workshop on June 8, 2021 at 5:30 p.m.

12. COMMISSIONERS:

In regards to Consent Agenda Item 8C, Commissioner Tuck questioned if three code enforcement officers were being hired and suggested they be spread out to each area of the county and possibly work on Saturdays, as many code enforcement matters happen on the weekend. Mr. Vosburg stated the request is not to hire new personnel, but to relocate the Code Enforcement Department under the Building Department so they can work better operationally.

Commissioner Tuck extended an apology to LaTosha Reiss, Emergency Management Manager, because she was being poorly treated by a couple of patrons at the vaccination pod on Saturday while she was there.

Commissioner Tuck commented on an article she read where police and sheriff departments were denigrated and extended her gratitude towards the departments, stating they have her full support.

13. INFORMATIONAL

A. Board payables from May 4, 2021 through May 17, 2021.

See Check Report file.

14. ADJOURN

Commissioner Campbell made a motion and Commissioner Rapp seconded the motion, to adjourn the Regular Meeting of the Board.

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

The meeting was adjourned at 11:42 a.m.

REGULAR MEETING OF THE BOARD, JUNE 01, 2021

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

Commissioner Scott A. Kirouac
Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Arlene Tuck
Commissioner Chris Campbell

Also, present: Randy Vosburg, County Administrator; Laurie Hurner, Assistant County Administrator; Sherry Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

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

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

4. ANNOUNCEMENTS:
The Construction Licensing, Enforcement & Appeals Board will meet on Tuesday, June 1, 2021 at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County BOCC (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147, will meet on Wednesday, June 2, 2021 at 9:00 a.m., in the Engineering Training Room of the Annex Building, 505 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will meet on Thursday, June 3, 2021 at 3:30 p.m., in the Highlands County Veteran Services Office Conference Room, 7209 S. George Blvd., Sebring, FL.

There will be a special meeting to honor the volunteer firefighters and a workshop to further discuss the fire assessments on Tuesday, June 8, 2021 at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Planning & Zoning Commission, the Local Planning Agency and the Zoning Board of Adjustment will meet on Tuesday, June 8, 2021 at 3:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Industrial Development Authority and the Highlands County Economic Development Commission will meet on Wednesday, June 9, 2021 at 7:30 a.m., in the O.S.

"Sam" Polston Auditorium of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Tourist Development Council will meet on Thursday, June 10, 2021 at 8:15 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Evaluation Committee will hold an evaluation meeting on Thursday, June 10, 2021 at 1:30 p.m., in the Engineering Training Room of the Annex Building, 505 S. Commerce Ave., Sebring, FL.

The Agenda Item (# 10.D) under today's Action Agenda has been delayed until July 2021.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, stated that there may be limited parking at or near the courthouse today due to a new trial with sixty (60) jurors arriving this morning and stated that there was a successful trial last month but this trial may take a while.

He also stated that three weeks ago the Supreme Court of Florida discontinued the mask mandate outside of jury assembly and courtroom settings so in the old part of the courthouse or where there is not court proceedings, wearing a mask, social distancing and health screen questioning is no longer required.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing June 7 through June 11, 2021 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.

Rachel Barry, Zoning Supervisor, presented the request and recognized the Code Enforcement Administrative staff by stating that they have recently upgraded some processes that are relied much heavily on by them. Ms. Barry read the Proclamation into the record.

Commissioner Roberts moved approval of the Proclamation recognizing June 7 through June 11, 2021 as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 126 & SMB 142 Page 120.***

Chairman Kirouac thanked Ms. Barry for the presentation and the Code Enforcement Administrative staff for their service.

Randy Vosburg, County Administrator, announced that the audio and recording is working and that the meeting is live on Facebook but there is an online Granicus audio issue.

B. Presentation of Community Risk Reduction (CRR) and Mobile Integrated Health (MIH).

Chief Marc Bashoor, Public Safety Director, presented. ***See SMB 142 Page 121.***

Chief Bashoor announced that he is stepping down on September 30, 2021 so that he and his wife can move to the west coast of Florida and that he is happy to continue working until then and will help everyone with that transition.

Chairman Kirouac thanked Chief Bashoor for his presentation and for his service with the county and asked if there were any questions or comments from the Commission. Commissioner Roberts echoed Chairman Kirouac's comments and stated that Chief Bashoor has done a great job.

Chairman Kirouac opened the floor to the public. Public input was received by Ms. Chantel Gilmore.

7. PUBLIC COMMENT:
No participants.

8. CONSENT AGENDA:
Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Rapp seconded the motion.

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

A. Request approval of the minutes from the April 16 Special Meeting of the Board, and the April 23, 2021 and May 4, 2021 Regular Meetings of the Board. ***See Clerk of Courts website.***

B. Request to waive the Landfill Tipping Fees for the Annual Caladium Festival and Annual Bike and Car Show. ***See SMB 142 Page 122.***

C. Request approval of the Mobile Home Occupancy License Agreement for the Highlands County Shell Pit Employee. ***See Charlotte County Shell Pit file.***

D. A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Natural Resources Advisory Commission; Providing for Legislative Intent; Providing for Repeal of Resolution 20-21-86; Providing for an Amendment to Resolution No. 14-15-89, Section 1 and Section 5A; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. ***See Res. Book 31 Page 127 & SMB 142 Page 123.***

E. A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of the Special Benefit Unit Handbook; Providing for Legislative Findings and Intent; Providing for Repeal of Handbook; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. ***See Res. Book 31 Page 128 & SMB 142 Page 124.***

F. A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Repeal of its Prompt Payment Policy, Resolution Number 15-16-112 and Resolution Number 16-17-50; Providing for Legislative Intent; Providing for Repeal of Policy; Providing for the Implementation of Administrative Actions; Providing for a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. ***See Res. Book 31 Page 129 & SMB 142 Page 125.***

G. Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project No. 412579-1-78-02 FY 21-22. ***See Res. Book 31 Page 130 & SMB 142 Page 126.***

H. Request approval of waiver of fees for the Sebring High School Cross Country Athletic Program for the use of the Highlands County Multi Sports Complex. ***See SMB 142 Page 127.***

I. Engineering Department job position changes. ***See SMB 142 Page 128.***

J. Request approval of Florida Network of Children's Advocacy Centers' (FNCAC) allocation for a one-time purchase of a complete workstation and approval of Budget Amendment 20-21-091 and associated Resolution to set up Project 20054. ***See Res. Book 31 Page 131 & SMB 142 Page 129.***

K. Request approval of Victims of Crime Act (VOCA) Grant Amendment No. 2 to agreement between the State of Florida Department of Legal Affairs Office of the Attorney General and Highlands County Board of County Commissioners, as well as Budget Amendment 20-21-093 and associated Resolution to set up Project 20055. ***See Res. Book 31 Page 132 & Sheriff's (VOCA) file.***

L. Request approval to waive the application fee for a Special Exception, BOA Hearing No. 1879. ***See SMB 142 Page 130.***

M. Request approval of a confirmation letter to the Florida Department of Law Enforcement delineating how the three (3) local law enforcement agencies will spend "JAG-C" grant funding in the amount of $50,648.00. ***See SMB 142 Page 131.***

N. Request approval of Budget Amendment 20-21-092 to realign funding within the State Attorney's budget. ***See SMB 142 Page 132.***

O. Request approval of Budget Amendment 20-21-096 and associated Resolution to include additional funding for Project 19054 Florida Network of Children's Advocacy Centers. ***See Res. Book 31 Page 133 & Children's Advocacy Center file.***

P. Request approval of Budget Amendment 20-21-097 and Resolution to the Conservation Trust Fund allowing revenue from a gopher tortoise habitat management project grant from the Florida Fish & Wildlife Conservation Commission. ***See Res. Book 31 Page 134 & SMB 142 Page 133.***

9. PUBLIC HEARING:

A. An Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Sun 'N Lake of Sebring Improvement District Code Enforcement; Providing for Legislative Findings and Intent; Providing for an Amendment to Section 9-102; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

County Attorney Sherry Sutphen presented and stated that this Ordinance is actually a very minor revision that was requested by Sun 'N Lake, within the first part of Section 9-102, stating that the reason it has all the other language in it is to provide context, changing to from 30% to 50% for the surface area of the front yard.

Commissioner Roberts questioned for more language on the change from 30% to 50%. Ms. Sutphen stated that the prepared surface of the portion of the yard is increasing to accommodate the parking of motorcycles.

Chairman Kirouac opened the floor to the public. Public input was not provided.

Commissioner Tuck made a motion to approve the Ordinance of the Board of County Commissioners of Highlands County, Florida, Pertaining to the Sun 'N Lake of Sebring Improvement District Code Enforcement; Providing for Legislative Findings and Intent; Providing for an Amendment to Section 9-102; Providing for the Implementation of Administrative Action; Providing a Savings Clause; Providing for Codification and Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. Commissioner Rapp seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 19 (Ord. No. 0-21-17) & SMB 142 Page 134.***

10. ACTION AGENDA:

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

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

A. Insurance Committee's recommendation for insurance premium structure, plan design and stop loss deductible for plan year 2021-2022.

Tanya Cannady, Business Services Director, Elaine Wood, Human Resources Generalist, and Athena Erchard from the Gehring Group, presented.

The Commission expressed their concerns in great detail. Mr. Vosburg and Ms. Erchard addressed questions and concerns.

Commissioner Campbell moved approval of the Insurance Committee's recommendation. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See the Gehring Group file.***

Commissioner Roberts stepped away from the meeting for a brief moment.

B. A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Roadways; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; Providing for the Implementation of Administrative Actions; Providing a Savings Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Jonathan Harrison, Road and Bridge Director, presented and County Attorney, Sherry Sutphen, stated that she wanted to correct something that is in the Commission's packets, stating that the attachment to the Resolution is a list of roadways that are being removed and actually the Resolution as adopted will have an amended Exhibit A that will be attached as the final list of roads maintained. She said that she will provide that updated list for Exhibit A and make sure that the Clerk receives the proper Exhibit.

Mr. Harrison stated that primarily today he will be speaking of two categories of roadways:

Category 1 Roads

Category 1 roads are county paved roadways. Mr. Harrison stated that currently the county has 1,002 miles of county paved roadways.

Category 3 Roads

Category 3 roads are county unpaved roadways. Mr. Harrison stated that currently the county has about 193 miles of unsurfaced or unpaved roadways.

He said that they looked primarily at these reconstruct roads throughout the county, Leisure Lakes, Sun 'n Lakes and Placid Lakes, which a lot of those were constructed in 1967–1968 to probably 1972–1974 and not constructed to a paved county standard if there was such a thing then, with very subpar materials used, no base material and not a lot of sub base or stabilized material was used so he said that there are an abundance of roadways out there that do not meet current county specs or standards. Mr. Harrison stated that historically, they did provide maintenance on some of these roadways, although minimal. With the majority of 541 separate road segments or about 131 miles total of reconstruct roadways, he said that out of those segments 321 or 68 miles have no users or houses, so they try to mow it once or twice a year but they don't get a lot of questions on them because no one lives down them or uses them and out of the 541 segments there is about 90 segments that have one house, 4 segments have three houses and only 3 segments out of the 541 have four houses. He stated that there is not one road segment out of the 131 miles that even have more than four houses on it.

Mr. Harrison stated that for a subpar roadway it costs about $370,000 to construct a 1 mile roadway, and when you're looking at a total of 131 miles, it can be a significant cost if they have to do a high level of maintenance on these roadways. He stated that the presentation will show some of the roads that they're speaking of and said that a lot of the ones in the presentation that are reconstruct with a few unsurfaced roads and platted roads and said a lot of this too is just basically cleaning up the maintenance list and making it reflect our current level of service or current maintenance list.

During the presentation, Mr. Harrison presented many of the different areas in Placid Lakes, Sun 'n Lakes of Lake Placid and Leisure Lakes, with most of those roadways unpaved and with no one living on them, and with most property owned by FWC or the state, with also some owned by SFWMD and a bird watching sanctuary, with very few owned by residents. He said that there is a lot of land that will probably never be sold or developed so that is one thing that they looked at too, looking at these roads with no houses or users, who owns the property, what will be done with the property in the future.

Mr. Harrison stated that it was not their intent to just go through the maintenance list and take off every road that they could that is not being utilized. He said that they went through the list and filtered it out first with the zero houses/zero users, and that each year they do road inspections, then they went back out and rode each road separately. He stated that if there was a lot that was cleared, if there were some ROW stakes or if there were property markers, they considered that as activity and left them on the list. He said that it was not their objective to take these roads off and do a citizen or resident a disservice.

Mr. Harrison stated that with the future development being imminent, this basically dissolves maintenance and takes away the county's responsibility of maintaining these roadways to a current county status and labels them as a public right-of-way. He said that this doesn't mean they're getting rid of the roads and saying that it is not their problem, the same options would apply. A developer could come in and take over a block of roads, wanting to build homes, and they can bring it up to paved county standard, come before the Board and the Board could approve it to be county maintained now that it is a paved county standard.

Mr. Harrison stated that they also have the public right-of-way agreement that was put in place a couple of years ago and said that right now there are about 35-37 public right-of-way agreements where they knew that they had bought properties on a non-county maintained road and they want anything from a load of shell to the type of shell that they may have put down while building the road and would like it graded out and leveled. He said that those public right-of-way agreements that the residents pay for are popular and have been up to about $28,000 - $30,000 worth of work done on these for residents who build homes on a public right-of-way in undeveloped areas and are wanting to get to their houses, with most minimal at no more than $1,500.

Mr. Harrison stated that what they are proposing today is to take these roads off the maintenance list, dissolve maintenance of the county's responsibility of maintaining these roadways, they will then go to a public right-of-way but as stated they are not vacating or getting rid of the road, they will still have possession of the roadway. He stated that the public can look on the county's website or the county engineer's website and see if they're purchasing a home on a county paved road, county unpaved road and said that that they have the categories listed.

Chairman Kirouac thanked Mr. Harrison for his presentation and asked the Commission if they had any questions or comments. Input was given in detail by the Commission.

Commissioner Campbell moved approval of the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Roadways; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; Providing for the Implementation of Administrative Actions; Providing a Savings

Clause; Providing for Scrivener's Errors; Providing for Conflicts; Providing for Severability; and Providing an Effective Date. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 31 Page 135 & SMB 142 Page 135.***

C. Real Property Exchange Agreement by and between Highlands County, Florida, and Adventist Health System Sunbelt Health Care Corporation.

Chief Marc Bashoor, Public Safety Director, and Sherry Sutphen, County Attorney, presented.

Ms. Sutphen stated that this item provides where the hospital is going to give us property for a fire station and then once that fire station is constructed, there are also cross access easements that will occur. She said that the Town of Lake Placid required a frontage road as part of the construction of the fire station, so this contemplates the construction of that frontage road and cross access easements that will go into play. She stated that the hospital will also be providing a title insurance policy to the county related to the property that they're giving to them and they understand that the road construction that the county is doing on the frontage road is valuable to them as well for the remaining property that they have.

Ms. Sutphen said that the process will be done as a closing just like any other purchase and the easements will be exchanged at that time. She said that the agreement that the Commission has before them today gives permission for those documents to be signed so that nothing needs to come back before them.

Chief Bashoor stated that this has been a long process and appreciates the legal team's diligence in getting this to where they can accept it and hopefully move the project while they are in the final design stages of the project.

Chairman Kirouac thanked Chief Bashoor and Ms. Sutphen and asked if there were any other comments or questions. Commissioner Roberts questioned Chief Bashoor about the design phase, permit process and timeline with Chief Bashoor and County Administrator Randy Vosburg explaining in detail.

Commissioner Roberts moved approval of the Real Property Exchange Agreement and authorization for the Chairman/Vice-Chairman to execute the same on behalf of the County. Commissioner Campbell seconded the motion.

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

D. Request to hear the appeal of "habitual violator" status of Waste Connections pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County.

Randy Vosburg, County Administrator, Sherry Sutphen, County Attorney, and Clinton Howerton, Jr., County Engineer, were to present. Mr. Vosburg stated that this Item has been delayed until July 2021. ***See SMB 142 Page 136.***

11. COUNTY ADMINISTRATOR & LEGAL:

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, stated that she did not have anything to report. ***See SMB 142 Page 137.***

B. Request approval of Budget Amendment 20-21-085 to appropriate funds to pursue federal grant funding.

Randy Vosburg, County Administrator, presented this request for Liz Barber, Legislative Affairs & Grants Coordinator.

Commissioner Rapp moved approval of Budget Amendment 20-21-085 to appropriate funds to pursue federal grant funding. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 142 Page 138.***

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

Randy Vosburg, County Administrator presented the updated Commissioner's Priorities and Project Status Report and provided a COVID-19 update as presented by the Florida Department of Health. ***See SMB 142 Page 139.***

Mr. Vosburg stated that they may have seen the notice in the newspaper related to garbage rates and said that he has spoken with most individually and may have missed a couple with the time commitments but what he said they had to do, because there is a little bit of uncertainty in the garbage realm right now, is to go ahead and out of abundance of caution to go ahead and put the notice in the newspaper. He said that for the public it doesn't mean that the rate is going to $240, it just preserves the Board's ability to do so. He said that it could be exactly where it is now which is at $173, it could be somewhere in between.

Mr. Vosburg provided a budget update and stated that they have been meeting with the departments and wrapped up last week with some follow-up meetings this week to get things in order to bring to the Board. He stated that also today marks the deadline for budget submittal for most of the constitutionals with some exceptions to that but said that they should be able to paint an overall budget picture after today to gather all of the information to give to the Board once they receive all of the requests. Mr. Vosburg said that on the Board side, he cannot say enough of the directors and their teams as they prepared their budgets. He said that they have come to the meetings and have just been partners at the table in helping to keep the budget down but also providing an effective program.

Chairman Kirouac stated that he knows that staff has been doing a lot of research on the 150 pages of guidelines on the American Rescue Plan (ARP) and that we have received our first draw so we're still digesting all of that to see what it can and cannot be used for in the timeframe of that. He asked if Mr. Vosburg could share that they have until what date to utilize those funds. Mr. Vosburg thanked Chairman Kirouac for bringing this topic up and stated that from what he has read as late as last night, he believes that it must be encumbered by 2024 and fully spent by 2026. He said that there's a little bit of time and that they did receive the first draw of funds from the federal government on this program and did want everyone to know that they are trying to wade through that, get ideas and bring it to the Board to eventually adopt a plan on how those dollars will be expended but they want to make sure that they get this right.

Mr. Vosburg stated that they have also received a proposal from the company that is helping them with their projections and the company will be discussing how to make the county whole on the revenue side. We are reviewing that proposal and might have to bring that to the Board before getting into the spending plan because as part of their proposal they've also included helping the county with monitoring, questions and guidance related to the spending plan. He stated that they will bring that back to the Board as well when it is finalized.

Commissioner Tuck suggested Mr. Vosburg see if there's any way they could put money into an account for the small "Mom and Pop" businesses in Highlands County and if something like this (COVID-19) happens again or even now, that perhaps this could be some way that they could get money out of this account and help them with some kind of incentive to get people back to work. She stated that in Lake Placid you cannot go by a business that does not have a "Now Hiring" sign so if they live in Highlands County, let's help them out. Mr. Vosburg questioned Commissioner Tuck if she was talking about if something more would happen or administer it based on the needs now. Commissioner Tuck said that she is also talking about the needs (COVID-19) now to help them because no one wants to work now that they're getting all of the stimulus funds and stated that perhaps for an example of an incentive, they give a company $10,000, the company could tell that person that if they were to come and work for them for six months, the company would give them $1,000. Mr. Vosburg said that they will propose this and provide some details like this in their plan.

12. COMMISSIONERS:

Chairman Kirouac stated that they have been continuing discussions on the septage issue that is on their priority list. He said that he had conversations with a local vendor or hauler that has a few ideas that they are vetting out right now and looking at maybe approaching the city to see if they would entertain anything.

Chairman Kirouac stated that from what he has learned about septage is that septage that they pump out of septic tanks is different than what is flushed down toilets which is wastewater. He said that what they pump out of tanks has a lot more solids in it because it comes out of the septic tank and it takes a different treatment so he said that he thought that any wastewater plant here in the county would just need to hook up a little pipe and a fitting that could just put the septage in but he said it does not work that way and that there's a different process when handling septage vs. wastewater.

Chairman Kirouac said that they're looking at different options and that this has also been discussed at the Town of Lake Placid. He stated that he wanted everyone to know that they are working on this and it is a work in progress.

13. INFORMATIONAL:

A. Board payables from June 1, 2021 through June 14, 2021.

See Check Report file.

14. ADJOURN:
Commissioner Tuck made a motion and Commissioner Campbell seconded the motion, to adjourn the Regular Meeting of the Board.

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

The meeting was adjourned at 10:53 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: JULY 6, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Reappointment of one member, Joseph Gentili, to the Historic Preservation Commission for a four year term to expire June 30, 2025.**

STATEMENT OF ISSUE

The term of Mr. Joseph Gentili to the Historic Preservation Commission (HPC) expired on June 30, 2021. Mr. Gentili has served on the HPC with distinction as the Vice-Chairperson and is seeking reappointment. His application is attached.

The vacancy has been advertised on the Highlands County website as is the practice. No additional resumes have been received. Mr. Gentili satisfies the requirements for membership on the HPC, as specified in Division 5 of the Code of Ordinances, HPC, Section 12.03.500:

"To the extent available in the county and willing to serve, professional members shall be appointed from the disciplines of architecture, landscape architecture, accounting, building design, history, architectural history, planning, archaeology, real estate development, law, building construction or other historic preservation related disciplines, such as urban planning, American studies, American civilization, cultural geography or cultural anthropology. In the absence of the availability or willingness of such professionals, laypersons shall be appointed to the professional positions if they have demonstrated special interest, experience or knowledge in history, architecture or related disciplines."

RECOMMENDED ACTION

Move to reappoint Mr. Joseph Gentili to the Historic Preservation Commission for a four year term to expire June 30, 2025.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Joseph Gentili Application.pdf

Application for Appointment

(To request appointment to a board, committee, authority or other special activity)

Name Joseph Gentili

Address: 2162 Oak Beach Boulevard Sebring, FL 33875

Phone: (407) 493-0527

Email: Jgentili@archbold-station.org

I wish to be appointed to the following board, committee, authority or special activity of the Highlands County Board of County Commissioners: _____

_____ as a: regular member alternate advisory only

Employment experience

Current: Librarian/Archivist

Brief description: Oversee the Archbold Biological Station Library & the Station's historical Archives

Previous: Special collections Archivist

Brief description: Over Saw the Dr. James N. Layne Collection

Education/special training

High School:

College:

Special training: Master's degree in Library Science & Information Studies MLIS

Activities & interests:

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

I am already a member of the Historical Preservation commission (Vice-chair) and have been for over 3 years

Are you related to any county employee or county commissioner ? Yes (No)

Name of relative: **Relationship:**

Important:

The Highlands County Board of County Commissioners has an adopted Code of Conduct for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. A copy can be found at http://hcbcc.net/section/index.php. Please indicate by signing below that you have read and understand the adopted Code of Conduct.

Signature Joseph Gentili Date submitted 6/3/21

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:	**Tanya E. Cannady, Business Services Director** **Christine M. Davis, Purchasing Manager**
SUBJECT/TITLE:	**Request Board approval for Amendment One to the agreement between Highlands County and Xerox Corporation**

STATEMENT OF ISSUE

On October 5, 2016, Xerox Corporation was awarded a four (4) year agreement with the ability to extend for one additional four (4) year term. With the attached Amendment, Xerox will extend the contract four (4) years and provide new machines to replace existing machines, in accordance with Exhibit A. The renewal rates were negotiated at a slightly lower monthly rate for most machines. The price per copy remained unchanged. Exhibit B establishes cost for equipment changes.

RECOMMENDED ACTION

Move to approve Amendment One between Highlands County and Xerox Corporation to extend the agreement from July 13, 2021 through July 12, 2025 (4 years) in accordance with the rates provided in Exhibit A, and Exhibit B for any equipment changes up to the Board approved budget.

FISCAL IMPACT

Up to approved budget for each applicable cost center. Estimated annual savings County-wide $9,805.80 for machine fees.

Attachments: XEROX_1ST_Amendment_VENDOR_ONLY_EXEC_6-8-2021.pdf

FIRST AMENDMENT TO
the
CONTRACT
Between
HIGHLANDS COUNTY, FLORIDA
AND
XEROX CORPORATION

WHEREAS, Highlands County, a political subdivision of the State of Florida, of 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and **Xerox Corporation, a New York corporation registered to do business in the State of Florida** ("CONTRACTOR") of 201 Merritt 7, Norwalk, CT 06856; and

WHEREAS, the COUNTY and the CONTRACTOR desire to extend the Term of the Contract for an additional four years pursuant to Article 2 of the Contract; and

WHEREAS, the COUNTY and the CONTRACTOR desire to re-negotiate the Contract price.

NOW THEREFORE, the COUNTY and the CONTRACTOR agree that:

1. The term of this Contract is extended for an additional four years pursuant to Article 2 of the Contract from July 13, 2021, through July 12, 2025.

2. The amount that will be paid by the COUNTY to the CONTRACTOR for providing managed print services is as described on Exhibit "A", a copy of which is attached hereto. Pricing for Equipment and Services in place as of the Amendment Effective Date shall remain unchanged. Equipment and Services ordered after the Amendment Effective Date shall be at prices per Exhibit "A".

3. All other terms of this Contract shall continue in full force and effect.

4. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed will be deemed an original, but all such counterparts will constitute one and the same Amendment to the Contract. Any signature delivered by a party by facsimile transmission or by electronic mail will be deemed to be an original signature.

5. This Amendment shall be effective upon execution of this Amendment by the authorized representatives of the COUNTY and the CONTRACTOR.

6. Capitalized terms that are not defined in this Amendment shall have the same meaning assigned to them in the Contract. In the event of a conflict between the terms and conditions of the Contract and this Amendment, this Amendment will control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed and executed by their authorized representatives on the dates set forth below.

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

By: _____
Scott A. Kirouac, Chairman

Date: _____

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

(SEAL)

XEROX CORPORATION,
a New York corporation

By: Lisa A Perkins
Print Name: Lisa A. Perkins
Print Title: General Manager, Public Sector
Date: 6-8-2021

ATTEST:

By: Rhonda L Peterson
Print Name: Rhonda L Peterson
Print Title: Office Manager

EXHIBIT "A"

County of Highlands Machine List

Dept	Current	New	Current Model	New Model	Lease Start	Lease End
Administration	$ 195.48	$ 178.65	C8070H	C8170H	09/21	10/25
Ag-Extension	$ 196.74	$ 161.94	C8070H	C8170H	10/21	10/25
Office of Management & Budget (OMB)	$ 195.48	$ 192.41	C8070H	C8170H	09/21	10/25
Building Department	$ 159.11	$ 136.62	C8055H	C8155H	09/21	10/25
Childrens Advocacy	$ 175.29	$ 155.14	C8070H	C8170H	10/21	10/25
Commissioners	$ 118.49	$ 105.69	C8055H	C8155H	09/21	10/25
Development Services	$ 135.20	$ 122.40	C8055H	C8155H	09/21	10/25
Emergency Management Services (EMS)	$ 194.18	$ 180.27	C8070H	C8170H	09/21	10/25
Engineering	$ 25.99	$ 23.20	B405DN	B405DN	09/21	10/25
Engineering	$ 180.12	$ 105.69	C8055H	C8155H	09/21	10/25
Engineering	$ 185.18	$ 168.36	C8070H	C8170H	09/21	10/25
Emergency Operations Center-Office (EOC)	$ 189.05	$ 172.23	C8070H	C8170H	10/21	10/25
Emergency Operations Center-War Room (EOC)	$28.28	$ 23.20	B405DN	B405DN	10/21	10/25
Facility Management	$ 23.85	$ 28.66	B40SDN	C405DN	10/21	10/25
Fire Service #19	$ 54.04	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #1 Avon Park	$ 39.72	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #36 Lake Placid	$ 56.23	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #4 Avon Park	$ 56.23	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #41 Lake Placid	$ 40.74	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #7 Sebring	$ 39.72	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service #17 Sebring	$ 56.23	$ 28.66	C405DN	C405DN	09/21	10/25
Fire Service Warehouse	$ 41.83	$ 28.66	C405DN	C405DN	09/21	10/25
Healthy Families	$ 165.00	$ 155.14	C8070H	C8170H	10/21	10/25
Housing	$ 33.08	$ 28.66	C405DN	C405DN	09/21	10/25
Human Resources	$ 110.64	$ 108.19	C8030H	C8130H	09/21	10/25
Library Public - Avon Park	$ 165.49	$ 100.91	C8030H	C8130H	10/21	10/25
Library Public - Lake Placid	$ 165.49	$ 100.91	C8030H	C8130H	10/21	10/25
Library Public - Sebring	$ 165.49	$ 100.91	C8030H	C8130H	10/21	10/25
Library Staff - Avon Park	$ 97.04	$ 94.14	C8030T	C8130T	10/21	10/25
Library Staff - Lake Placid	$ 97.04	$ 94.14	C8030T	C8130T	10/21	10/25
Library Staff - Sebring	$ 113.38	$ 110.48	C8030T	C8130T	10/21	10/25
Placid Lakes Special District	$ 35.28	$ 0.00	B405DN	None	10/21	10/25
Planning & Zoning	$ 215.35	$ 168.36	C8070H	C8170H	09/21	10/25
Road & Bridge	$ 175.29	$ 155.14	C8070H	C8170H	10/21	10/25
Road Bridge - Front	$ 163.06	$ 147.59	C8055H	C8155H	09/21	10/25
Road Bridge - Shop	$ 109.13	$ 104.43	C8030T	C8130T	09/21	10/25
Solid Waste	$ 28.28	$ 23.20	B405DN	B4050N	10/21	10/25
Solid Waste - Office	$ 150.09	$ 137.30	C8055H	C8155H	10/21	10/25
Tourist Development	$ 123.61	$ 112.47	C8030T	C8130T	10/21	10/25
Traffic Operations	$ 107.33	$ 104.43	C8030T	C8130T	10/21	10/25
Veterans Services	$ 149.42	$ 136.62	C8055H	C8155H	10/21	10/25
West Sebring	$ 29.30	$ 28.66	C405DN	C405DN	10/21	10/25
West Sebring	$ 182.60	$ 156.00	C8030T	C8130T	10/21	10/25

Model	Description	Image Cost (each)	
		Black & White	Color
B405DN	B/W Multifunction	0.0090	n/a
C405DN	Color Multifunction	0.0140	0.0890
C8130H	Color Multifunction	0.0056	0.0456
C8130T	Color Multifunction	0.0056	0.0456
C8155H	Color Multifunction	0.0046	0.0396
C8170H	Color Multifunction	0.0046	0.0396

Staples and Supplies Are Included In Contract

Any new or machine change will be based on the attached price schedule titled "Major Account Lease Pricing Exhibit"

Major Account Lease Pricing Exhibit
Florida
Highlands County v2 MENU

Product	Description/Accessories	CPM	----- Periodic Base Charge ----- 36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
C8170H	Xerox C8170H 70 ppm IOT w/High Capacity Tandem Tray Module (EFQ) with speed kit (FGQ), 250 sheet Single Pass Document Handler (SPDH), (two 520 sheet Trays, Trays 3&4 = 2000 sheets [LT/A4], 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), 128GB SSD*, US standard 120V power cord, in-box neutral toner cartridges, waste toner bottle, drum cartridge installed. 120V / 20amp, * GSA market code configured with 500GB HDD	70	**$143.14**	**$113.24**	**$95.46**	**0**	**0**	**$0.0046**	**$0.0396**	**Yes**	**Yes**
	MAY Choose One of the Following:										
	BRF-81 -BR Finisher w/2/3 Hole Punch		$39.94	$31.61	$26.64						
	BRFB-81 -BR Bklet Mkr Finisherw2/3 Hole		$65.18	$51.57	$43.47						
	OFC-81 -Office Finisher		$20.65	$16.34	$13.78						

	May Choose One of the Following:										
	FAX-1LINE -1 Line Fax		$13.00	$10.29	$8.68						
	FAX-2LINE -2 Line Fax		$30.40	$24.05	$20.28						

	MAY Choose One of the Following:										
	CACPIVRDR -CAC PIV Card Reader		$3.36	$2.66	$2.24						
	RFID70 -Integrated Programmable RFID Reader		$10.44	$8.89	$7.96						
	SIPRRDR2 -SIPRNet Card Reader		$8.46	$6.69	$5.64						

	May Choose any of the following:										
	BANFEEDKT -Banner Feed Kit		$16.61	$13.14	$11.08						
	CZFOLD81 -BR Finisher C/Z Folder		$88.31	$69.87	$58.90						
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		$56.48	$44.69	$37.67						
	EFI-FLDER - EFI Hot Folders / Virtual Printers		$33.80	$26.73	$22.54						
	EFI-PROF -EFI Profile Suite 4.X		$74.72	$59.12	$49.84						
	EFISERV81 -EFI A10 Print Server		$101.73	$80.48	$67.84						
	EFI-SPOT -EFI Spot On		$28.02	$22.17	$18.69						
	ENVLPTR -Envelope Tray		$10.15	$8.04	$6.77						
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		$16.81	$13.30	$11.21						
	HCF3K -High Capacity Feeder 3KSHTs		$21.60	$17.09	$14.40						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	HDD81 -500GB HDD Kit with Image Overwrite		$13.59	$10.75	$9.06						
	MCAFEEIC -McAfee Integrity Control Enablement		$10.83	$8.57	$7.23						
	OFC-BM -Booklet Unit for Office Finisher		$17.36	$13.73	$11.57						
	OFC-HPKIT -OFC-HPKIT		$5.43	$4.30	$3.62						
	PZA -Foreign Device Interface		$3.81	$3.01	$2.54						
	SCANCLOUD -Scan to Cloud Enablement Kit		$3.36	$2.66	$2.24						
	STPLKIT81 -Convenience Stapler w/surface		$8.12	$6.42	$5.41						
	UNICODE -Xerox International Print Kit		$6.48	$5.13	$4.33						
	WIRELESS1 -Dual Band Wireless Kit		$4.72	$3.73	$3.15						
C8155H	Xerox C8155H 55 ppm IOT w/High Capacity Tandem Tray Module (EHQ) with speed kit (FFZ), 130 sheet Single Pass Document Handler (SPDH), (two 520 sheet Trays, Trays 3&4 = 2000 sheets [LT/A4], 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), 128GB SSD*, US standard 120V power cord, in-box neutral toner cartridges, waste toner bottle, drum cartridge installed. 120V / 15amp, * GSA market code configured with 500GB HDD	55	**$133.60**	**$105.69**	**$89.09**	**0**	**0**	**$0.0046**	**$0.0396**	**Yes**	**Yes**
	MAY Choose One of the Following:										
	BRF-81 -BR Finisher w/2/3 Hole Punch		$39.94	$31.61	$26.64						
	BRFB-81 -BR Bklet Mkr Finisherw2/3 Hole		$65.18	$51.57	$43.47						
	INTFIN81 -Integrated Office Finisher		$18.34	$14.51	$12.23						
	OFC-81 -Office Finisher		$20.65	$16.34	$13.78						

	May Choose One of the Following:										

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Product	Description/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
	FAX-1LINE -1 Line Fax		$13.00	$10.29	$8.68						
	FAX-2LINE -2 Line Fax		$30.40	$24.05	$20.28						

	MAY Choose One of the Following:										
	CACPIVRDR -CAC PIV Card Reader		$3.36	$2.66	$2.24						
	RFID70 -Integrated Programmable RFID Reader		$10.44	$8.89	$7.96						
	SIPRRDR2 -SIPRNet Card Reader		$8.46	$6.69	$5.64						

	May Choose any of the following:										
	BANFEEDKT -Banner Feed Kit		$16.61	$13.14	$11.08						
	CZFOLD81 -BR Finisher C/Z Folder		$88.31	$69.87	$58.90						
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		$56.48	$44.69	$37.67						
	EFI-FLDER - EFI Hot Folders / Virtual Printers		$33.80	$26.73	$22.54						
	EFI-PROF -EFI Profile Suite 4.X		$74.72	$59.12	$49.84						
	EFISERV81 -EFI A10 Print Server		$101.73	$80.48	$67.84						
	EFI-SPOT -EFI Spot On		$28.02	$22.17	$18.69						
	ENVLPTR -Envelope Tray		$10.15	$8.04	$6.77						
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		$16.81	$13.30	$11.21						
	HCF3K -High Capacity Feeder 3KSHTs		$21.60	$17.09	$14.40						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
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	WIRELESS1 -Dual Band Wireless Kit		$4.72	$3.73	$3.15						
C8130T	Xerox C8130T 30 ppm IOT w/ 2 Tray Module (EKZ) with speed kit (FDZ) - 130 sheet Single Pass Document Handler (SPDH), (two 520 sheet Trays, 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), 128GB SSD*, US standard 120V power cord, in-box neutral toner cartridges, waste toner bottle, drum cartridge installed. 120V / 15amp, * GSA market code configured with 500GB HDD	30	**$118.99**	**$94.14**	**$79.35**	**0**	**0**	**$0.0056**	**$0.0456**	**Yes**	**Yes**
	MAY Choose One of the Following:										
	BRF-81 -BR Finisher w/2/3 Hole Punch		$39.94	$31.61	$26.64						
	BRFB-81 -BR Bklet Mkr Finisherw2/3 Hole		$65.18	$51.57	$43.47						
	INTFIN81 -Integrated Office Finisher		$18.34	$14.51	$12.23						
	OFC-81 -Office Finisher		$20.65	$16.34	$13.78						

	May Choose One of the Following:										
	FAX-1LINE -1 Line Fax		$13.00	$10.29	$8.68						
	FAX-2LINE -2 Line Fax		$30.40	$24.05	$20.28						

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	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	HDD81 -500GB HDD Kit with Image Overwrite		$13.59	$10.75	$9.06						

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Product	Description/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
	MCAFEEIC -McAfee Integrity Control Enablement		$10.83	$8.57	$7.23						
	OFC-BM -Booklet Unit for Office Finisher		$17.36	$13.73	$11.57						
	OFC-HPKIT -OFC-HPKIT		$5.43	$4.30	$3.62						
	PZA -Foreign Device Interface		$3.81	$3.01	$2.54						
	SCANCLOUD -Scan to Cloud Enablement Kit		$3.36	$2.66	$2.24						
	STPLKIT81 -Convenience Stapler w/surface		$8.12	$6.42	$5.41						
	UNICODE -Xerox International Print Kit		$6.48	$5.13	$4.33						
	WIRELESS1 -Dual Band Wireless Kit		$4.72	$3.73	$3.15						
C8130H	Xerox C8130H 30 ppm IOT w/High Capacity Tandem Tray Module (ELQ) with speed kit (FDZ), 130 sheet Single Pass Document Handler (SPDH), (two 520 sheet Trays, Trays 3&4 = 2000 sheets [LT/A4], 100 Sheet Bypass, Automatic Duplex, Two x 250 OCTs, 100 sheet face up tray, Exit 2 Inner tray), 128GB SSD, US standard 120V power cord, in-box neutral toner cartridges, waste toner bottle, drum cartridge installed. 120V / 15amp	**30**	**$123.75**	**$97.90**	**$82.52**	**0**	**0**	**$0.0056**	**$0.0456**	**Yes**	**Yes**
	MAY Choose One of the Following:										
	BRF-81 -BR Finisher w/2/3 Hole Punch		$39.94	$31.61	$26.64						
	BRFB-81 -BR Bklet Mkr Finisherw2/3 Hole		$65.18	$51.57	$43.47						
	INTFIN81 -Integrated Office Finisher		$18.34	$14.51	$12.23						
	OFC-81 -Office Finisher		$20.65	$16.34	$13.78						

	May Choose One of the Following:										
	FAX-1LINE -1 Line Fax		$13.00	$10.29	$8.68						
	FAX-2LINE -2 Line Fax		$30.40	$24.05	$20.28						

	MAY Choose One of the Following:										
	CACPIVRDR -CAC PIV Card Reader		$3.36	$2.66	$2.24						
	RFID70 -Integrated Programmable RFID Reader		$10.44	$8.89	$7.96						
	SIPRRDR2 -SIPRNet Card Reader		$8.46	$6.69	$5.64						

	May Choose any of the following:										
	BANFEEDKT -Banner Feed Kit		$16.61	$13.14	$11.08						
	CZFOLD81 -BR Finisher C/Z Folder		$88.31	$69.87	$58.90						
	EFIBUNDL1 -Spot-On Auto Trap Hot Fldr Virt Print		$56.48	$44.69	$37.67						
	EFI-FLDER - EFI Hot Folders / Virtual Printers		$33.80	$26.73	$22.54						
	EFI-PROF -EFI Profile Suite 4.X		$74.72	$59.12	$49.84						
	EFISERV81 -EFI A10 Print Server		$101.73	$80.48	$67.84						
	EFI-SPOT -EFI Spot On		$28.02	$22.17	$18.69						
	ENVLPTR -Envelope Tray		$10.15	$8.04	$6.77						
	ETHUBKIT -Ethernet Hub Kit for Multi Connections		$16.81	$13.30	$11.21						
	HCF3K -High Capacity Feeder 3KSHTs		$21.60	$17.09	$14.40						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	HDD81 -500GB HDD Kit with Image Overwrite		$13.59	$10.75	$9.06						
	MCAFEEIC -McAfee Integrity Control Enablement		$10.83	$8.57	$7.23						
	OFC-BM -Booklet Unit for Office Finisher		$17.36	$13.73	$11.57						
	OFC-HPKIT -OFC-HPKIT		$5.43	$4.30	$3.62						
	PZA -Foreign Device Interface		$3.81	$3.01	$2.54						
	SCANCLOUD -Scan to Cloud Enablement Kit		$3.36	$2.66	$2.24						
	STPLKIT81 -Convenience Stapler w/surface		$8.12	$6.42	$5.41						
	UNICODE -Xerox International Print Kit		$6.48	$5.13	$4.33						
	WIRELESS1 -Dual Band Wireless Kit		$4.72	$3.73	$3.15						
C405DN	VersaLink C405 Color Multifunction Printer, Print/Copy/Scan/Fax, Letter/Legal, Up to 36ppm, 2-Sided Print, USB/Ethernet, 550-Sheet Tray, 150-Sheet Multi-Purpose Tray, 50-Sheet DADF (Single-Pass Duplex), 110V, Solutions & Cloud Enabled	**36**	**$33.82**	**$26.75**	**$22.55**	**0**	**0**	**$0.0140**	**$0.0890**	**Yes**	**No**
	MAY Choose One of the Following:										
	DRCINST -Carrier Delivery & Install		$2.42	$1.91	$1.61						

	-MAY Choose One of the Following:										
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader		$12.46	$10.69	$9.64						
	SMRT-RDR1 -Smart Card Reader		$4.72	$3.73	$3.15						

	7RX -Productivity Kit with 320GB HDD		$10.15	$8.04	$6.77						

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Product	Description/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
	FORNINTR -Foreign Interface Device		$11.85	$9.38	$7.91						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	LB1 -550-Sheet Feeder Adjustable to A4/Legal		$10.15	$8.04	$6.77						
	RFIDKIT2 -RFID Card Reader for C405		$7.44	$5.89	$4.96						
	STNDSTORE -Stand with Storage		$10.15	$8.04	$6.77						
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		$6.48	$5.13	$4.33						
	WIFIVL -Wireless Accessory		$1.66	$1.31	$1.11						
B405DN	VersaLink B405 B/W Multifunction Printer, Print/Copy/Scan/Fax , Letter/Legal, up to 47PPM, 2-Sided Print, USB/Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 60-Sht DADF (Single-Pass Duplex), 110V	47	**$26.12**	**$21.29**	**$18.41**	0	0	**$0.0090**	**N/A**	**Yes**	**No**
	MAY Choose One of the Following:										
	DRCINST -Carrier Delivery & Install		$2.42	$1.91	$1.61						

	-MAY Choose One of the Following:										
	SIPR-RDR2 -SIPRNet DoD Netwk Enable & Card Reader		$12.46	$10.69	$9.64						
	SMRT-RDR1 -Smart Card Reader		$4.72	$3.73	$3.15						

	6RX -Productivity Kit with 16GB SSD		$10.15	$8.04	$6.77						
	FORNINTR -Foreign Interface Device		$11.85	$9.38	$7.91						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	RFIDKIT2 -RFID Card Reader for C405		$7.44	$5.89	$4.96						
	STNDSTORE -Stand with Storage		$10.15	$8.04	$6.77						
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		$6.48	$5.13	$4.33						
	WCTRAY1 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	WCTRAY2 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	WCTRAY3 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	WIFIVL -Wireless Accessory		$1.66	$1.31	$1.11						
B7030H	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Tandem Tray Module, Duplex, 2-520 Sheet Trays, 50 Sheet Bypass Tray, Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to E-mail, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit	30	**$81.32**	**$65.17**	**$55.56**	0	0	**$0.0066**	**N/A**	**Yes**	**Yes**
	MUST Choose One of the Following:										
	NO-PS3 -No PostScript Needed		$0.00	$0.00	$0.00						
	PSCRIPT3 -PostScript 3 Kit		$11.01	$8.71	$7.34						

	MAY Choose One of the Following:										
	INTFIN1 -Integrated Office Finisher		$18.34	$14.51	$12.23						
	OFFINLX1 -Office Finisher LX with Gap Filler		$20.65	$16.34	$13.78						

	MAY Choose One of the Following:										
	FAX-1LIN -Embedded 1-Line Fax		$14.64	$11.58	$9.76						
	FAX-3LIN -Embedded 3-Line Fax		$30.53	$24.16	$20.37						
	FOIPFAX -Fax Over IP		$21.87	$17.31	$14.59						

	-MAY Choose One of the Following:										
	CARDRDR -Common Access Card Card Reader		$2.00	$1.58	$1.33						
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		$12.46	$10.69	$9.64						

	CNVSTPLR -Convenience Stapler and Work Surface		$9.14	$7.23	$6.09						
	ENVELTRAY -Envelope Feeder Tray		$7.30	$5.77	$4.87						
	FIDKIT -Foreign Interface Kit		$7.64	$6.05	$5.09						
	HCFB2W -High Capacity Feeder (2000 Sheet)		$17.39	$13.76	$11.60						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	OFC-BM -Booklet Unit for Office Finisher		$17.36	$13.73	$11.57						
	OFC-HPKIT -OFC-HPKIT		$5.43	$4.30	$3.62						
	RFID70 -Integrated Programmable RFID Reader		$10.44	$8.89	$7.96						
	UNICODE -Xerox International Print Kit		$6.48	$5.13	$4.33						
	WIFIVL -Wireless Accessory		$1.66	$1.31	$1.11						

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Product	Description/Accessories	CPM	36-Month Option	48-Month Option	60-Month Option	B/W Prints Included	Color Prints Included	B/W Print Charge	Color Print Charge	Supplies Included	Staples Included
B7030S	VersaLink B7030 Multifunction Printer with 110 Sheet DADF, Stand, Duplex, 2-520 Sheet Trays, 100 Sheet Bypass Tray, Offset Catch Tray, 320GB Hard Drive, 2GB Memory, , Scan to Email, Security (Disk Encryption and Image Overwrite), 30 PPM MFP Initialization Kit	30	**$75.55**	**$60.60**	**$51.71**	**0**	**0**	**$0.0066**	**N/A**	**Yes**	**Yes**
	MUST Choose One of the Following:										
	NO-PS3 -No PostScript Needed		$0.00	$0.00	$0.00						
	PSCRIPT3 -PostScript 3 Kit		$11.01	$8.71	$7.34						

	MAY Choose One of the Following:										
	INTFIN1 -Integrated Office Finisher		$18.34	$14.51	$12.23						
	OFFINLX1 -Office Finisher LX with Gap Filler		$20.65	$16.34	$13.78						

	MAY Choose One of the Following:										
	FAX-1LIN -Embedded 1-Line Fax		$14.64	$11.58	$9.76						
	FAX-3LIN -Embedded 3-Line Fax		$30.53	$24.16	$20.37						
	FOIPFAX -Fax Over IP		$21.87	$17.31	$14.59						

	-MAY Choose One of the Following:										
	CARDRDR -Common Access Card Card Reader		$2.00	$1.58	$1.33						
	SIPR-RDR1 -SIPRNet DoD Netwk Enable & Card Reader		$12.46	$10.69	$9.64						

	CNVSTPLR -Convenience Stapler and Work Surface		$9.14	$7.23	$6.09						
	ENVELTRAY -Envelope Feeder Tray		$7.30	$5.77	$4.87						
	FIDKIT -Foreign Interface Kit		$7.64	$6.05	$5.09						
	HCFB2W -High Capacity Feeder (2000 Sheet)		$17.39	$13.76	$11.60						
	HC-KNO2 -Healthcare MFP (8XC)		$15.55	$12.72	$11.04						
	OFC-BM -Booklet Unit for Office Finisher		$17.36	$13.73	$11.57						
	OFC-HPKIT -OFC-HPKIT		$5.43	$4.30	$3.62						
	RFID70 -Integrated Programmable RFID Reader		$10.44	$8.89	$7.96						
	UNICODE -Xerox International Print Kit		$6.48	$5.13	$4.33						
	WIFIVL -Wireless Accessory		$1.66	$1.31	$1.11						
B400DN	VersaLink B400 B/W Printer, Letter/Legal, up to 47PPM, , USB, Ethernet, 550-Sheet Paper Tray, 150-Sheet Multipurpose Tray, 110V	47	**$22.16**	**$18.36**	**$16.11**	**0**	**0**	**$0.0090**	**N/A**	**Yes**	**No**
	MAY Choose One of the Following:										
	DRCINST -Carrier Delivery & Install		$2.42	$1.91	$1.61						

	-MAY Choose One of the Following:										
	SIPR-RDR5 -SIPRNet DoD Netwk Enable & Card Reader		$12.46	$10.69	$9.64						
	SMRT-RDR4 -Smart Card Reader		$4.72	$3.73	$3.15						

	6RX -Productivity Kit with 16GB SSD		$10.15	$8.04	$6.77						
	FORNINTR -Foreign Interface Device		$11.85	$9.38	$7.91						
	PHTRAY1 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	PHTRAY2 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	PHTRAY3 -550 Sheet Feeder		$5.12	$4.05	$3.42						
	RFIDKIT -RFID Kit		$7.44	$5.89	$4.96						
	STNDSTORE -Stand with Storage		$10.15	$8.04	$6.77						
	UNICODE -Xerox Internat'l Print (Prod Kit Req'd)		$6.48	$5.13	$4.33						
	WIFIVL -Wireless Accessory		$1.66	$1.31	$1.11						

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XEROX CORPORATION

Certificate of Assistant Secretary

I, Douglas H. Marshall, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

> RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under agreements or cause to be performed, the Company's obligations under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Lisa A. Perkins is as of the date hereof an Account General Manager, Public Sector Operations in the Company's Large Enterprise Operations - United States organization and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 10th day of December, 2014.

Douglas H. Marshall
Assistant Secretary

[SEAL]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **A Resolution of Highlands County, Florida, Providing for Legislative Findings and Intent; Providing a Pledge of Support for Grant Funding Applications; Providing for County Regulation and Interlocal Cooperation Efforts; Providing for the Implementation of Administrative Actions; Providing an Effective Date; and Providing Directions to the County Administrator.**

STATEMENT OF ISSUE

The Town of Lake Placid owns and operates the Lake Placid Regional Utility which provides wastewater collection and treatment services to the Town and surrounding areas within unincorporated Highlands County. The Town of Lake Placid adopted Resolution 20-21-09, requesting support from the Highlands County Board of County Commissioners related to its efforts to apply for grant funding to convert and expand its existing wastewater treatment facility into an Advanced Wastewater Treatment facility and to extend its wastewater collection systems to more effectively serve the Town and surrounding citizens.

RECOMMENDED ACTION

Move to approve the Resolution of Highlands County, Florida, Providing for Legislative Findings and Intent; Providing a Pledge of Support for Grant Funding Applications; Providing for County Regulation and Interlocal Cooperation Efforts; Providing for the Implementation of Administrative Actions; Providing an Effective Date; and Providing Directions to the County Administrator.

FISCAL IMPACT

Fiscal Impact is unknown.

Attachments: Resolution.Lake Placid Grant support.SGS.pdf

RESOLUTION NO. 20-21-119

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A PLEDGE OF SUPPORT FOR GRANT FUNDING APPLICATIONS; PROVIDING FOR COUNTY REGULATION AND INTERLOCAL COOPERATION EFFORTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING DIRECTIONS TO THE COUNTY ADMINISTRATOR.

WHEREAS, the Town of Lake Placid owns and operates the Lake Placid Regional Utility which provides wastewater collection and treatment services to the Town and surrounding areas within unincorporated Highlands County; and

WHEREAS, on May 26, 2021, the Town of Lake Placid adopted Resolution 2021-09, requesting support from the Highlands County Board of County Commissioners related to its efforts to apply for grant funding to convert and expand its existing wastewater treatment facility into an Advanced Wastewater Treatment facility and to extend its wastewater collection systems to more effectively serve the Town and surrounding citizens; and

WHEREAS, grant funding is available based on the fact that the Town of Lake Placid lies within the Basin Map Action Plan as declared by South Florida Water Management District; the Florida Department of Economic Opportunity has designated Highlands County as a Rural Area of Opportunity; and although the service area of the Lake Placid Regional Utility includes approximately thirty thousand (30,000) people, the Utility serves only about one thousand (1,000) homes and businesses; and

WHEREAS, Highlands County has determined that it is in the best interest of its citizens to support the Town of Lake Placid and the Lake Placid Regional Utility by taking the necessary action in collaboration of its grant application efforts.

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

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

SECTION 2. Pledge of Support for Grant Funding Applications. Highlands County hereby strongly pledges its support to the Town of Lake Placid and the Lake Placid Regional Utility in their efforts to obtain grants for construction of an Advanced Wastewater Treatment plant and expansion of related collection systems in the Town and within certain portions of unincorporated Highlands County which are able to be served by the Lake Placid Regional Utility.

SECTION 3. County Regulation and Interlocal Cooperation Efforts.

A. Highlands County hereby commits to cooperating with the Town of Lake Placid to adopt reciprocal regulations, pursuant to Florida law, requiring wastewater connections in the appropriate portions of unincorporated Highlands County that are able to be served by Lake Placid Regional Utility.

B. Highlands County hereby commits to cooperate with the Town of Lake Placid to develop an Interlocal Agreement which provides the Town with Code Enforcement rights and responsibilities related to the enforcement of the wastewater connection regulations in those unincorporated areas that are able to be served by Lake Placid Regional Utility as contemplated by this Section.

SECTION 4. 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 5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

SECTION 6. Directions to the County Administrator. The County Administrator is directed to forward this Resolution to the Town of Lake Placid, the Florida Department of Environmental Protection, the Florida Department of Economic Opportunity and any other state agencies as deemed necessary and appropriate to facilitate the Town of Lake Placid and Lake Placid Regional Utility grant application process as contemplated herein.

PASSED AND ADOPTED this ____ day of July, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Resolution Authorizing Highlands County, Florida to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan regarding the opioid epidemic.**

STATEMENT OF ISSUE

The County has suffered harm from the opioid epidemic and the County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic. The State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation The Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date. Participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations

RECOMMENDED ACTION

Move to approve the Resolution Authorizing Highlands County, Florida to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan regarding the opioid epidemic.

FISCAL IMPACT

The fiscal impact is unknown at this time.

Attachments: Resolution - opioid litigation.pdf

RESOLUTION NO. 20-21-118

A Resolution authorizing Highlands County, a political subdivision of the State of Florida (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the County has suffered harm from the opioid epidemic;

WHEREAS, the County recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Highlands County is not a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Highlands County. and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That the Chairman of the Board of County Commissioners is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name) is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy ofthis Resolution to:

Florida Association of Counties
100 S Monroe St.
Tallahassee, FL 32301

Attorney General Ashley Moody c\o John M. Guard
The Capitol, PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this _____ day of _____, 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Court

EXHIBIT “A”
Memorandum of Understanding

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties ' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. " County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. " Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocatio nmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word " Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. " Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. " SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(l) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement

is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund - The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund - The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County' s share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of

the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. **Regional Fund Sliding Scale** - The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. **Opioid Abatement Taskforce or Council** - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size -The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund - Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund - The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local GovernmentParticipation in the Settlement (by percentage of the population)	Amount that shall be paidinto the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund - Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	$150
Expense Fund (paid over 2 years):	$15
Amount Paid to Expense Fund in 1st year:	$7.5
Amount Paid to Expense Fund in 2nd year:	$7.5
Amount that may be borrowed from Regional Fund in 1st year:	$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	$7.5
Amount that must be paid back to Regional Fund in 3rd year:	$5
Amount that must be paid back to Regional Fund in 4th year:	$5
Amount that must be paid back to Regional Fund in 5th year:	$5

(d) Creation of and Jurisdiction over the Expense Fund - The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al., Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund - As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to

calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution** - Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Schedule A
Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("Core Strategies") [, such that a minimum of _ ¾ of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (" OUD") and other Substance Use Disorder ("SUD") Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

[1]As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanism s described in the Tenn Sheet.

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions:

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post- overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

Schedule B
Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MR) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MR conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MR conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MR conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence- informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co- occurring mental health conditions.

[2]As used in this Schedule B, words like " expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Tenn Sheet.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MR conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank - to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry ' s Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MR conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH condition s, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social event s, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co- occurring SUD/MR conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have - or at risk of developing - OUD and any co- occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief lntervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MR conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid- related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MR conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant

women - or women who could become pregnant - who have OUD and any co-occurring SUD/MR conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services - Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction - including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence- based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with ODD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating

those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of ODD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 7/6/21

PRESENTER: **Brandon Gunn/Purchasing Agent**

SUBJECT/TITLE: **Request approval to declare 1 County owned property as surplus.**

STATEMENT OF ISSUE

The attached list of 1 County owned property has been reviewed and identified as not needed. I request that the list be declared surplus so that we may sell the property to generate revenue.

RECOMMENDED ACTION

Request approval to declare the attached list of 1 County owned property as surplus and grant permission to sell the property to the adjacent property owner.

FISCAL IMPACT

The sale will result in revenue to the General Fund and the property will be back on the Tax Roll.

Attachments: 1590 US 27 N.pdf

Address	Parcel ID	Assessed Value	Date Aquired
1590 US 27 N LAKE PLACID, FL 33852	C-24-36-29-A00-0020-0020	$ 1,000.00	3/26/1994

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball AAA State Tournament (June 10-13, 2021).**

STATEMENT OF ISSUE

The Tourist Development Council on June 10, 2021, at the special scheduled meeting, recommended reimbursing Youth Baseball of Sebring, Inc. in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball AAA State Tournament (June 10-13, 2021) to cover hosting fees as an approved reimbursable item under the Sports Event Grant contract guidelines and application.

RECOMMENDED ACTION

Move to approve the Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball AAA State Tournament (June 10-13, 2021).

FISCAL IMPACT

This approval will allocate up to $5,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in the FY 20/21 Adopted Budget.

Attachments: TDC Contract 2021 AAA Tournament.pdf
FL Dixie AAA Sports Grant App.pdf
6.10.2021 Draft TDC Min.docx

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: YOUTH BASEBALL OF SEBRING, INC.
ADDRESS: P.O. BOX 1178
SEBRING, FL 33875
FEI NO: 65-0458162

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for Hosting Fees for the 2021 Florida Dixie Youth AAA State Tournament as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until October 13, 2021.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR for Hosting Fees, in the amount of up to Five Thousand Dollars ($5,000) for the 2021 Florida Dixie Youth Baseball AAA State Tournament, with room verifications required, from Cost Center 5305 the Marketing and Promotion -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2019.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall

assure that these books, records and documents are available at all reasonable times for inspection, review or audit by
COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR 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 CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

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.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 25 day of May 2021.

YOUTH BASEBALL OF SEBRING, INC., a Florida Not for Profit Corporation

By: _____
Mitch Bryant, President

ATTEST:

By: _____
Matt Gose, Secretary

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott A. Kirouac, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

The TDC reserves the right to unilaterally reduce the maximum amount of reimbursement if Applicant's room night guarantee is not satisfied or documented with this Room Night Certification Form. This SIGNED form must be completed and returned before final payment is delivered to Applicant.

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. "Not Applicable" or "N/A" should be marked, as appropriate.

Copies of the following items should be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W 9 tax form for post Event payment
- Overall & detailed marketing plan for the Event

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event/Project**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 5000.00

I. General Information

1. Name of Applicant: Youth Baseball of Sebring Inc.
2. Name of Event: 2021 Florida Dixie Youth Baseball AAA State Tournament
3. Contact person: Matt Gose
4. Contact person e mail: mattmgose@gmail.com
5. Complete address of Applicant: P.O. Box 1178 Sebring FL. 33870
   Cell phone: 863-381-2465
6. Applicant's Chief Official/Tournament Director: Mitch Bryant
   Title: President
   Address ~~if different from above~~:
   Cell phone: 863-414-3099
   Email: mbryant.mb4@gmail.com
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts: 2016 $5000.00
   2017 $5000.00 2018 $5000.00 2019 $5000.00
8. Amount Applicant is requesting for the Event/Project: $ 5000.00
9. Intended use of funds: Hosting Fees
   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant (describe your business or organization):
Non Profit Youth Baseball

III. Schedule of Event/Project: July 10th-13th 2021

IV. Event/Project Specific Information

10

1. Event/Project name: 2021 Florida Dixie Youth Baseball AAA Tournamt
2. Type of event or project: Youth Baseball
3. Dates of Event/Project: July 10th - 13th 2021
4. Location of Event/Project: Max Long Recreation Complex
5. Number of days: 4 Hours:
6. Projected number of out of town participants:
   Out of state: -0- In state: 240
7. Projected number of spectators per day:
   Out of state: -0- In state: 500
8. Projected number of media, staff, officials:
   Out of state: 1 In state: 15
9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

10. Is this an elimination tournament (circle one) (Yes) or No

11. Admission Price (if applicable) $7.00 day pass $20.00 Tournamt Pass
Admission*
Participation*

*Direct: The # of overnight attendees, including the participants and the spectators
*Admission: Used when the event is ticketed, providing metrics on the exact number of visitors
*Participation: Typically used for amateur events and calculates the total number of visitors as a function of the number of participants

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? (This is the minimum number of rooms that must be captured by the Event/Project and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event/Project. The TDC reserves the right to reduce the reimbursement amount should the Event/Project fail to meet this minimum room night guarantee.): 250

13. Provide the previous year's event information, (if applicable):

   Previous Event or Project:
   Date: 2019
   Location:
   Total Room Nights:
   Contact Name/Phone:
   Funding amount awarded: $5000.00
   Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Gate Fees	4200.00
Concession	3500.00
memorabilia	2150.00
Visit Sebring/TDC Funding Request	$ 5000.00
TOTAL INCOME ALL SOURCES	$ 14850.00

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Admission Armbands	300.00
Concession Supply	5000.00
Hosting Fees	5000.00
Shirts	250.00
Trophies	1500.00
Jet Jive	200.00
Facility Preperations (pressure cleaning)	750.00
Programs	250.00
Field Dry	500.00
chalk	200.00
Baseballs	1500.00
	$
TOTAL EVENT EXPENSES	$ $15,450.00

Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Hosting Fees	$5000.00
TOTAL TDC EXPENSES	$

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

_____ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: July 10th - 13th
Date of Application: May 25th 2021

MS I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Sept. 10th 2021 (date 60 days after event ends).

MS I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by July 1st 2021. (date one week after the application is submitted to and accepted by the Tourism Office)

MS I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

MS I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

MS I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

MS I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

MS I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

MS Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

MS Reimbursement will only be provided at a rate of $20/verified room night.

MD The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

MD Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding. (page 9)

MD Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

MD Applicant's W 9 tax form is included with the application.

MD Applicant has included a detailed Marketing Plan for the Event.

MD As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

MD Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

MD Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

MD Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

MD Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: Matthew D

Title: Secretary *Date:* May 25th 2021

Authorized Agent Signature: Matthew Goss

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Matt Goss

Date: May 25th 2021

By: Matthew Goss
(Signature)

Its:

(Title)
State: FL County: Highlands

Before me this day personally appeared Matthew Moore Goss (name) as Secretary (title) of Youth Baseball of Sebring Inc. (applicant) to me well known or produced identification FLDL (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date)
5/25/21
My Commission expires (date)
12/10/2022
Signature of Notary

Tyler Provencher
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG282965
Expires 12/10/2022

2020 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N94000004601

Entity Name: YOUTH BASEBALL OF SEBRING, INC.

FILED
Jan 17, 2020
Secretary of State
9536824743CC

Current Principal Place of Business:

MAXLONG COMPLEX
LAKEWOOD RD
SEBRING, FL 33875

Current Mailing Address:

P.O. BOX 1178
SEBRING, FL 33871 US

FEI Number: 65-0458162

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BRYANT, MITCH
233 US HIGHWAY 27 NORTH
SEBRING, FL 33870 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MITCH BRYANT 01/17/2020
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, DIRECTOR	Title	VP, DIRECTOR
Name	BRYANT, MITCH	Name	TAYLOR, KIMBERLY
Address	PO BOX 1178	Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871	City-State-Zip:	SEBRING FL 33871
Title	TREASURER, DIRECTOR	Title	DIRECTOR
Name	MOESCHING, CASEY	Name	SIMMONS, BRIAN
Address	PO BOX 1178	Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871	City-State-Zip:	SEBRING FL 33871
Title	DIRECTOR	Title	SECRETARY, DIRECTOR
Name	CASEY, CHAD	Name	GOSE, MATT
Address	P.O. BOX 1178	Address	P.O. BOX 1178
City-State-Zip:	SEBRING FL 33870	City-State-Zip:	SEBRING FL 33871

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CASEY H. MOESCHING TREASURER 01/17/2020
Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
YOUTH BASEBALL OF SEBRING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 1178

Requester's name and address (optional)

6 City, state, and ZIP code
SEBRING, FL 33875

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
6	5	–	0	4	5	8	1	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Casey Ruoschung | **Date ▶** 1/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Special Meeting
June 10, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:19 a.m. by Cindy Garren.

Roll Call

Council Members Present:

Cindy Garren
Vicki Pontius
Mark Stewart
Maria Sutherland
Bill Brantley
John Story

Council Members Absent:

Diane Rydecki

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Matt Gose, Youth Baseball of Sebring

Cindy Garren and Chantel Brutus established that a quorum was present, and the meeting was properly noticed.

2. Items for Voting

A. 2021 Florida Dixie Youth Baseball AAA State Tournament (July 10-13, 2021)
Sports Event Grant requesting $5,000

Matt Gose with Youth Baseball of Sebring presented the 2021 Florida Dixie Youth Baseball AAA State Tournament Sports Event Grant Request Application.

The Sports Event Grant requires a Room night minimum: At least 100 verified room nights; based on $20/verified room night. The Grant funds can assist with out-of-county advertising and marketing, bid

or hosting fees, facility rental, pre-approved event shirts or promotional items (must have Visit Sebring logo)

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve $5,000 for hosting fees for the 2021 Florida Dixie Youth Baseball AAA State Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

B. 2021 Florida Dixie Youth Baseball Ozone State Tournament (July 10-13, 2021)
Sports Event Grant requesting $5,000

Matt Gose with Youth Baseball of Sebring presented the 2021 Florida Dixie Youth Baseball Ozone State Tournament Sports Event Grant Request Application.

The Sports Event Grant requires a Room night minimum: At least 100 verified room nights; based on $20/verified room night. The Grant funds can assist with out-of-county advertising and marketing, bid or hosting fees, facility rental, pre-approved event shirts or promotional items (must have Visit Sebring logo)

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve $5,000 for hosting fees for the 2021 Florida Dixie Youth Baseball Ozone State Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

3. Public Input/Updates

Mrs. Brutus updated the TDC that there is a new plan proposal for the Windy Point Fishing Facility Improvements. The plans are still being looked over and TDC requested that Chantel send them the new and previous plans so they can look them over. The TDC also requested that we get some input from local tournament directors that have used Windy Point before.

Mrs. Hartt had a few updates for the TDC.

June 22nd TDC staff will be holding stakeholder meetings including Agritourism, Accommodations, Art & Culture, and restaurants. The meetings will be held at various times all at the Greater Sebring Chamber of Commerce meeting room.

June 23rd TDC will hold a grant sub-committee meeting to review current grant guidelines and policies and make any recommendations to the TDC and BOCC.

November 4-5 VISIT FLORIDA will hold their AdventureEDU seminar in Highlands County including tourism participants from different counties.

VISIT FLORIDA received a CARES Marketing grant and are offering an 80% match for whatever the county DMOs spend. This campaign (coordinated and managed by VISIT FLORIDA) will not start until October, so the funds will come from next year's budget; however, they need the commitment now as these opportunities are limited. We will get a $50,000 marketing campaign for Highlands County for just $10,000.

Visit Sebring has been submitted for 3 VISIT FLORIDA awards for GeoTour, Citrus Golf Trail press conference and the 2021 travel guide.

4. Board Member Roundtable

The TDC staff will send out informational letters to HOA's, Accommodations, and short term rentals regarding the transient tax that should be paid for short term stays.

5. Upcoming Meeting

A. TDC Board: August 5, 2021 @ 8:15 a.m., Government Center, Boardroom

5. Adjournment

Ms. Garren adjourned the meeting at 9:02 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball Ozone State Tournament (July 10-13, 2021).**

STATEMENT OF ISSUE

The Tourist Development Council on June 10, 2021, at the special scheduled meeting, recommended reimbursing Youth Baseball of Sebring, Inc. in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball Ozone State Tournament (June 10-13, 2021) to cover hosting fees as an approved reimbursable item under the Sports Event Grant contract guidelines and application.

RECOMMENDED ACTION

Move to approve the Sports Event Tourist Development Tax Grant in the amount up to $5,000 for the 2021 Florida Dixie Youth Baseball Ozone State Tournament (July 10-13, 2021).

FISCAL IMPACT

This approval will allocate up to $5,000 total from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services) which is included in the FY 20/21 Adopted Budget.

Attachments: TDC Contract 2021 Ozone Tournament.pdf
FL Dixie Ozone Tournament Sports Grant.pdf
6.10.2021 Draft TDC Min.docx

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: YOUTH BASEBALL OF SEBRING, INC.
ADDRESS: P.O. BOX 1178
SEBRING, FL 33875
FEI NO: 65-0458162

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses for Hosting Fees for the 2021 Florida Dixie Youth Ozone State Tournament as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until October 13, 2021.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR for Hosting Fees, in the amount of up to Five Thousand Dollars ($5,000) for the 2021 Florida Dixie Youth Baseball Ozone State Tournament, with room verifications required, from Cost Center 5305 the Marketing and Promotion -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2019.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall

assure that these books, records and documents are available at all reasonable times for inspection, review or audit by
COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR 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 CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

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

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

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.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 25 day of May 2021.

YOUTH BASEBALL OF SEBRING, INC., a Florida Not for Profit Corporation

By: _____
Mitch Bryant, President

ATTEST:

By: _____
Matt Gose, Secretary

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott A. Kirouac, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

The TDC reserves the right to unilaterally reduce the maximum amount of reimbursement if Applicant's room night guarantee is not satisfied or documented with this Room Night Certification Form. This SIGNED form must be completed and returned before final payment is delivered to Applicant.

APPLICATION GENERAL INSTRUCTIONS
The application **must be completely filled out**. "Not Applicable" or "N/A" should be marked, as appropriate.

Copies of the following items should be attached to your application:

- List of Applicant's current Officers and/or Board members (if applicable)
- Applicant's W 9 tax form for post Event payment
- Overall & detailed marketing plan for the Event

Please note: All final paperwork as outlined in the application must be submitted to the TDC **within 60 days of the conclusion of the Event/Project**. The request for reimbursement will be considered incomplete until all of the required forms are submitted to the TDC.

HIGHLANDS COUNTY TDC SPORTS EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $ 5000.00

I. General Information

1. Name of Applicant: Youth Baseball of Sebring Inc.
2. Name of Event: 2021 Florida Dixie Youth Baseball Ozone State Tournament.
3. Contact person: Matt Gose
4. Contact person e mail: mattmgose@gmail.com
5. Complete address of Applicant: PO Box 1178 Sebring FL 33870
   Cell phone: 863-381-2465
6. Applicant's Chief Official/Tournament Director: Mitch Bryant
   Title: President
   Address if different from above:
   Cell phone: 863-414-3099
   Email: mbryant.mb4@gmail.com
7. Has Event ever received funding from the TDC? (Yes) No
   >If yes – list years and amounts: 2016-$5000.00
   2017-5000.00 2018-5000.00 2019-5000.00
8. Amount Applicant is requesting for the Event/Project: $ 5000.00
9. Intended use of funds: Hosting Fees
   (Refer to page 7 – Eligible and Ineligible Uses of Funds)

II. Details about Applicant (describe your business or organization):
non profit youth Baseball

III. Schedule of Event/Project: July 10th - 13th 2021

IV. Event/Project Specific Information

10

1. Event/Project name: 2021 Florida Dixie Youth Baseball OZone Tournament.
2. Type of event or project: Youth Baseball
3. Dates of Event/Project: July 10th - 13th 2021
4. Location of Event/Project: Max long Recreation Complex
5. Number of days: 4 Hours:
6. Projected number of out of town participants:
   Out of state: -0- In state: 240
7. Projected number of spectators per day:
   Out of state: -0- In state: 500
8. Projected number of media, staff, officials:
   Out of state: 1 In state: 15
9. Event/Project promoter (if other than Applicant):
   Name of promoter:
   Company name:
   Contact name:
   Address:
   Phone:
   Email:
   Website:

10. Is this an elimination tournament (circle one) (Yes) or No

11. Admission Price (if applicable) $7.00 day pass $20.00 Tournament Pass
Admission*
Participation*

*Direct: The # of overnight attendees, including the participants and the spectators
*Admission: Used when the event is ticketed, providing metrics on the exact number of visitors
*Participation: Typically used for amateur events and calculates the total number of visitors as a function of the number of participants

12. What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? (This is the minimum number of rooms that must be captured by the Event/Project and documented by submitting the Room Night Certification Form within 60 days of the conclusion of the Event/Project. The TDC reserves the right to reduce the reimbursement amount should the Event/Project fail to meet this minimum room night guarantee.): 250

13. Provide the previous year's event information, (if applicable):

   Previous Event or Project:
   Date: 2019
   Location:
   Total Room Nights:
   Contact Name/Phone:
   Funding amount awarded: $5000.00
   Economic Impact (If available):

EVENT BUDGET SUMMARY

EVENT INCOME

Visit Sebring cannot be the sole source of income. Please list all Event income sources, types and amounts, including grants, sponsorships, registration fees, and in-kind services provided from public agencies, such as Police Department, Fire Rescue, etc. Please designate hard dollars versus in-kind.

Income Source & Type (i.e. Publix Sponsorship or Attendee Registration Fees)	**Income Amount** (or In-Kind Amount)
Gate Fees	4200.00
Concession	3500.00
Memorabilia	2150.00
Visit Sebring/TDC Funding Request	$ 5000.00
TOTAL INCOME ALL SOURCES	$ 14850.00

EVENT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds at the bottom of this page. Please be as detailed as possible, including intended media outlets, promotional materials, etc. and the dollar amount that will be expended (tentatively) for each category. This chart will reflect the total amount of the grant you have requested. Use additional sheets if necessary.

Expense Type (Event Officials, Security, Signage, Insurance, etc.)	**Expense Amount**
Admissin Armbands	$ 300.00
Concession Supply	$ 5000.00
Hosting Fees	$ 5000.00
Shirts	$ 250.00
Trophies	$ 1500.00
Jac Jike	$ 200.00
Facility preperations (Pressure cleaning)	$ 750.00
Programs	$ 250.00
Field Dry	$ 500.00
chaulk	$ 200.00
Baseballs	$ 1500.00
	$
TOTAL EVENT EXPENSES	$ $ 15,450.00

Intended Use of Tourist Development Tax Funds (provide details)	**Amount**
Hosting Fees	$ 5000.00
TOTAL TDC EXPENSES	$

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

_____ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: July 10th - 13th
Date of Application: May 25th 2021

MD I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Sept. 10th 2021 (date 60 days after event ends).

MD I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by July 1st 2021. (date one week after the application is submitted to and accepted by the Tourism Office)

MD I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

MD I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

MD I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

MD I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

MD I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

MD Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

MD Reimbursement will only be provided at a rate of $20/verified room night.

MD The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

MD Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding. (page 9)

MD Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

MD Applicant's W 9 tax form is included with the application.

MD Applicant has included a detailed Marketing Plan for the Event.

MD As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

MD Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

MD Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

MD Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

MD Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: Matt D

Title: Secretary *Date:* May 25th 2021

Authorized Agent Signature: Matt M D

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: Matt Gose

Date: May 25th 2021

By: Matt M. D
(Signature)

Its:

(Title)
State: _____ County: _____

Before me this day personally appeared Matthew Gose Moore (name) as Secretary (title) of Youth Baseball of Sebastian (applicant) to me well known or produced identification ~~Not~~ FL DL (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date)

My Commission expires (date) 5/25/21

Signature of Notary 12/10/2022

Tyler Provencher
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG282965
Expires 12/10/2022

2020 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N94000004601

Entity Name: YOUTH BASEBALL OF SEBRING, INC.

Current Principal Place of Business:

MAXLONG COMPLEX
LAKEWOOD RD
SEBRING, FL 33875

Current Mailing Address:

P.O. BOX 1178
SEBRING, FL 33871 US

FEI Number: 65-0458162

FILED
Jan 17, 2020
Secretary of State
9536824743CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BRYANT, MITCH
233 US HIGHWAY 27 NORTH
SEBRING, FL 33870 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MITCH BRYANT 01/17/2020

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT, DIRECTOR
Name	BRYANT, MITCH
Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871

Title	VP, DIRECTOR
Name	TAYLOR, KIMBERLY
Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871

Title	TREASURER, DIRECTOR
Name	MOESCHING, CASEY
Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871

Title	DIRECTOR
Name	SIMMONS, BRIAN
Address	PO BOX 1178
City-State-Zip:	SEBRING FL 33871

Title	DIRECTOR
Name	CASEY, CHAD
Address	P.O. BOX 1178
City-State-Zip:	SEBRING FL 33870

Title	SECRETARY, DIRECTOR
Name	GOSE, MATT
Address	P.O. BOX 1178
City-State-Zip:	SEBRING FL 33871

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CASEY H. MOESCHING TREASURER 01/17/2020

Electronic Signature of Signing Officer/Director Detail — Date

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
YOUTH BASEBALL OF SEBRING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 1178

Requester's name and address (optional)

6 City, state, and ZIP code
SEBRING, FL 33875

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
65 - 0458162

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Casey Ruoschung Date ▶ 1/6/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Special Meeting
June 10, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:19 a.m. by Cindy Garren.

Roll Call

Council Members Present:

Cindy Garren
Vicki Pontius
Mark Stewart
Maria Sutherland
Bill Brantley
John Story

Council Members Absent:

Diane Rydecki

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Matt Gose, Youth Baseball of Sebring

Cindy Garren and Chantel Brutus established that a quorum was present, and the meeting was properly noticed.

2. Items for Voting

A. 2021 Florida Dixie Youth Baseball AAA State Tournament (July 10-13, 2021)
Sports Event Grant requesting $5,000

Matt Gose with Youth Baseball of Sebring presented the 2021 Florida Dixie Youth Baseball AAA State Tournament Sports Event Grant Request Application.

The Sports Event Grant requires a Room night minimum: At least 100 verified room nights; based on $20/verified room night. The Grant funds can assist with out-of-county advertising and marketing, bid

or hosting fees, facility rental, pre-approved event shirts or promotional items (must have Visit Sebring logo)

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve $5,000 for hosting fees for the 2021 Florida Dixie Youth Baseball AAA State Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

B. 2021 Florida Dixie Youth Baseball Ozone State Tournament (July 10-13, 2021)
Sports Event Grant requesting $5,000

Matt Gose with Youth Baseball of Sebring presented the 2021 Florida Dixie Youth Baseball Ozone State Tournament Sports Event Grant Request Application.

The Sports Event Grant requires a Room night minimum: At least 100 verified room nights; based on $20/verified room night. The Grant funds can assist with out-of-county advertising and marketing, bid or hosting fees, facility rental, pre-approved event shirts or promotional items (must have Visit Sebring logo)

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve $5,000 for hosting fees for the 2021 Florida Dixie Youth Baseball Ozone State Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

3. Public Input/Updates

Mrs. Brutus updated the TDC that there is a new plan proposal for the Windy Point Fishing Facility Improvements. The plans are still being looked over and TDC requested that Chantel send them the new and previous plans so they can look them over. The TDC also requested that we get some input from local tournament directors that have used Windy Point before.

Mrs. Hartt had a few updates for the TDC.

June 22nd TDC staff will be holding stakeholder meetings including Agritourism, Accommodations, Art & Culture, and restaurants. The meetings will be held at various times all at the Greater Sebring Chamber of Commerce meeting room.

June 23rd TDC will hold a grant sub-committee meeting to review current grant guidelines and policies and make any recommendations to the TDC and BOCC.

November 4-5 VISIT FLORIDA will hold their AdventureEDU seminar in Highlands County including tourism participants from different counties.

VISIT FLORIDA received a CARES Marketing grant and are offering an 80% match for whatever the county DMOs spend. This campaign (coordinated and managed by VISIT FLORIDA) will not start until October, so the funds will come from next year's budget; however, they need the commitment now as these opportunities are limited. We will get a $50,000 marketing campaign for Highlands County for just $10,000.

Visit Sebring has been submitted for 3 VISIT FLORIDA awards for GeoTour, Citrus Golf Trail press conference and the 2021 travel guide.

4. Board Member Roundtable

The TDC staff will send out informational letters to HOA's, Accommodations, and short term rentals regarding the transient tax that should be paid for short term stays.

5. Upcoming Meeting

A. TDC Board: August 5, 2021 @ 8:15 a.m., Government Center, Boardroom

5. Adjournment

Ms. Garren adjourned the meeting at 9:02 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Tax Grant in the amount up to $7,500 for the 2021 Visit Sebring Classic Golf Tournament (Nov 1-3, 2021).**

STATEMENT OF ISSUE

The Tourist Development Council on April 29, 2021, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures in the amount up to $7,500 for the 2021 Visit Sebring Classic Golf Tournament (Nov 1-3, 2021) to cover eligible costs associated and approved reimbursable items under the New Event Grant contract guidelines/application for the Visit Sebring Classic.

RECOMMENDED ACTION

Move to approve the New Event Tourist Development Tax Grant in the amount up to $7,500 for the 2021 Visit Sebring Classic Golf Tournament (Nov 1-3, 2021).

FISCAL IMPACT

This approval will allocate up to $7,500 total in fiscal year 20/21 from Fund 152 (Tourist Development Trust), cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services).

Attachments: MLGT VS CLASSIC Grant contract.pdf
MLGT November TDC grant application.pdf
4.29.2021 Draft TDC Min.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: MINOR LEAGUE GOLF LLC
ADDRESS: 7521 SW HARBOR COVE DR
STUART, FL 34997
FL LLC NO: 82-1908955

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to **Minor League Golf LLC.,** as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until January 31, 2022.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Seven Thousand and Five Hundred Dollars ($7500) in 2021 for the Minor League Golf Tour Visit Sebring Classic, with no room verifications required, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2021.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6653**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action

plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by
COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR 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 CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

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.

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

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.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this 14 day of June 2021.

Minor League Golf LLC
~~Airstream Ventures,~~ A limited Liability Company

By: _____
Scott Turner, President

ATTEST:

By: _____
Steve Harrop, Secretary

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott Kirouac, Chairman

Date: _____

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

Date: _____

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VISIT Sebring

AVON PARK & LAKE PLACID, FL

TDC Grant Application

Nov. 1-3, 2021



Airstream Ventures
BUSINESS . ENTERTAINMENT . SPORTS

April 29, 2021

Highlands County Tourism Development Council
Attn: Chantel Brutus
501 S. Commerce Ave., Suite 3
Sebring, FL 33870

Dear Highlands County Tourism Development Council,

Thanks to our friends at the Minor League Golf Tour, we are happy to present this new event grant request for the Minor League Golf Tour's November event on the Deer Run course at Sun N Lake.

As we have built this relationship with the MLGT, our hope that each tournament held here grows and enables them to bring another event to the area. Created in 2004, the MLGT is one of the premier golf organizations for aspiring professionals to hone their craft to break onto the bigger stages.

With your support of this grant, Highlands County will be holding three MLGT events this year – bringing professional golf back to the area and helping spread the word about the Citrus Golf Trail facilities in South Florida where the MLGT is based.

Enclosed is the New Event Grant Funding application. We believe that we can continue to build the Citrus Golf Trail brand and by exposing these top young players to the area and facilities, we can continue to build momentum as a golf destination.

We look forward to working with you on this and making this a hallmark event for Highlands County. Thank you for your consideration of this proposal.

Joel Lamp
Senior Director of Tourism
Airstream Ventures

Minor League GOLF

HIGHLANDS COUNTY TDC
NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $10,000

General Information

Name of Applicant: Airstream Ventures
Name of Event: Visit Sebring Classic
Contact person: Joel Lamp (Airstream Ventures)
Contact person e-mail: joel@airstreamventures.com
Complete address of Applicant: 1630 Emerson St.; Jacksonville, FL 32207
Cell phone: 904-304-2067

Applicant's Chief Official/Tournament Director: Scott Turner
Title: Tournament Director
Has Event ever received funding from the TDC? No

Amount Applicant is requesting for the Event/Project: $10,000

Intended use of funds: Facility Rentals

Details about the Applicants

Airstream Ventures is a destination sports & marketing company that serves as the sports commission for several destinations, as well as with event rights holders on finding locations for their events. Opening in 2018, the team at Airstream Ventures has more than 40 years of experience in recruiting, hosting, and creating sports and entertainments that deliver an economic impact and lasting marketing opportunities.

The mission of the Minor League Golf Tour is to provide an affordable, top level professional golf training ground for players who aspire to play on the PGA, Web.com, Senior, and LPGA Tours. It takes three to five years for a very good player to determine if their game can elevate to handle world class competition. By playing on The Minor League Golf Tour, players are able to economically gain the experience you need.

Schedule of the Event

Oct. 31 – Practice Rounds at Deer Run

Nov. 1-3 – Tournament play at Deer Run (10 am tee times on Nov. 1 & 2, 8 am tee times on Nov. 3)

Event Specific Information

Event name: Visit Sebring Classic
Type of event: Sports – Golf Tournament
Location of Event: Sun N Lake – Deer Run
Number of days: 4 days (arrivals Oct. 31, departures late Nov. 3) 32 Hours estimated.

Participant Information

Projected number of out-of-town participants: 70	Out of state: 5	In-state: 65
Projected number of spectators per day: 50	Out of state: 20	In-state: 30
Projected number of media, staff, officials: 2	Out of state: 0	In-state: 2

Is this an elimination tournament? No

What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? 140

Provide the previous year's event information, (if applicable): Inaugural year/event

Visit Sebring Classic - 2021 - Budget

REVENUE			**Budget**
Visit Sebring grant			$ 6,000
Entry Fees	70	$ 600	$ 42,000
			$ 48,000

EXPENSES			**Budget**
MLGT bid fee			$ 6,000
Facility Rental		$ 27.50	$ 8,400
Prize Pool			$ 31,200
Staff Housing	10	$ 90.00	$ 900
			$ 46,500

NET PROFIT/LOSS	**$ 1,500**

! TDC reimbursement will cover facility rental fees.

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

__JL__ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: Nov. 1-3, 2021
Date of Application: April 29, 2021

__JL__ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Jan. 3, 2022 (date 60 days after event ends).

__JL__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract. (date one week after the application is submitted to and accepted by the Tourism Office)

__JL__ I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

__JL__ I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

__JL__ I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

__JL__ I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

__JL__ I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

__JL__ Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

__JL__ Reimbursement will only be provided at a rate of $20/verified room night.

__JL__ The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

__JL__ Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding.

__JL__ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

__JL__ Applicant's W-9 tax form is included with the application.

__JL__ Applicant has included a detailed Marketing Plan for the Event.

__JL__ As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

__JL__ Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

__JL__ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

__JL__ Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

SMART Objective Worksheet

Definition	Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	**Specific** Hosting the MLGT's Visit Sebring Classic brings 70 aspiring professional golfers to the area for a 3-day tournament, lifting the profile of the facilities and spreading the word about the great venues in Highlands County.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	**Measurable** Success will be measured by several indicators: - Number of registrations - Number of hotel room nights generated
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	**Achievable** A key factor driving success will be appropriate funding and revenue generation to sustain the event as well as increase the prize purse. The more money/additional playing opportunities will heighten interest in playing in the event.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	**Relevant** The strategic relevancy could not be more closely aligned for Visit Sebring, to develop "owned events" to drive economic impact through sports tourism.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	**Time-bound** At the time of submission of this application there is seven months to organize, promote and execute the event which based on experience is sufficient time to meet deadlines.

Post Event Attendee Survey

Below is a sampling of survey questions for participants of the 2021 Citrus Golf Trail Open. All data will be shared within the post-event recap with the Highlands County TDC.

Demographics

1. What is your age?
2. State in which you reside.

Golf Demographics

3. How many people in your household golf?
   a. 0-2
   b. 3-5
   c. 6 or more
4. How do you stay up to date with Golf?
   a. Social Media
   b. Print Magazines
   c. TV
   d. Podcast

Visit Sebring Classic Participation

1. How did you learn about the Visit Sebring Classic?
   a. Social Media
   b. Email Marketing Campaign
   c. Podcast
   d. TV
   e. Radio
   f. Referred, if so by who
2. What influenced your decision to participate in the 2021 Visit Sebring Classic?
   a. Location
   b. Invited to play
   c. Friends playing
   d. Price/Value
   e. Tournament Courses
3. When thinking about the Visit Sebring Classic what are one or two things that stand out to you as being exceptional experiences?
   a. Golf Course
   b. Tournament Format
   c. Restaurants
   d. Hospitality
4. How satisfied were you with the Visit Sebring Classic?
   a. Very Satisfied
   b. Satisfied
   c. Somewhat Satisfied
   d. Not Satisfied
5. Why were you Very Satisfied? (Only for those that choose)
   a. Great overall event
   b. Food & Drink
   c. Excellent Venues
   d. Fun Formats

6. Why do you either plan or not plan to participate in the 2022 Visit Sebring Classic?
    a. Great overall event
    b. Business Opportunity
    c. Better Weather
    d. Expensive
    e. Destination

Destination Sentiment

1. How far did you travel to Sebring?
2. What hotel did you stay in?
3. How many nights did you stay in the hotel?
4. How satisfied were you with your hotel accommodations?
    a. Very Satisfied
    b. Satisfied
    c. Somewhat Satisfied
    d. Not Satisfied
5. What did you enjoy most about Sebring? (Open-ended)
6. When in Florida at a future date would you include Sebring, Highlands County in your travel plans?
    a. Yes
    b. No

    If No, please explain.

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
April 29, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland
Christine Hatfield
Cindy Garren
John Story

Council Members Absent:
Bill Brantley
Diane Rydecki

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Joel Lamp, Airstream Ventures, LLC.
Daniel Andrews, Heartland Triathlon
Cliff Woods
Tenille Drury-Smith, Sebring Chamber
Paige Cavell, Sebring Chamber
Gaylin Thomas, HCA
Becka Kampman, Heartland Triathlon
Laura Andrews, Heartland Triathlon
Don Elwell, Heartland Triathlon
Cherie Bortnick, SPARTAN

Christine Hatfield and Chantel Brutus established that a quorum was present, and the meeting was properly noticed. Christine Hatfield also introduced John Story from Sebring International Raceway as the new attractions member for the TDC.

2. Acceptance of TDC Meeting Minutes of January 28, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of January 28, 2021. Ms. Sutherland made a motion, seconded by Ms. Pontius to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hatfield presented the Monthly Expenditure and Revenue Reports year to date ending January 30, 2021, which makes a total up to date of $344,695.65.

Ms. Garren made a motion, seconded by Mr. Sutherland, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Marketing & Budget Update

A. Marketing & Budget Update

Ms. Hartt presented the Marketing & Budget report. Ms. Hartt reported that while advertising allocations were reduced this year due to COVID impacting 2019-2020 collections, the TDC is has focused on making sure digital promotions continue and more engagement on the Visit Sebring website is created via interactive, user generated content and 360 photos. The TDC is also focusing on digital via several mobile passports via a tech platform called Bandwango. The 2020-2021 budget is focused on bringing more sporting events to the area and allocating TDC funds to make that possible. The TDC has also applied for and received multiple Florida Sports grants to help with funding these events.

B. Internal Communications Update

Ms. Hartt presented the update on the Internal Communications Campaign, which has resulted in 10 community presentations to date. In addition, TDC has done some local media outreach and has been invited to contribute a monthly "Tourism Talks column in the Highlands News Sun plus send information to the local radio station and make guest appearances.

Prior to COVID, TDC had been doing stakeholder meetings and plans to re-convene those meetings this summer.

C. Sports Event Recap

Mr. Lamp presented a sports event recap on Pro Watercross and Minor League Golf Tour (MLGT). Pro Watercross brought in an estimate economic impact of $174,623.74 with an estimated 180 room nights. The TDC contributed $25,000 for TV segments focusing on destination marketing for the area. MLGT brought in an estimated 90 room nights with an estimated $16.886.02. The TDC did not fund the MLGT event.

D. Soda Fest Recap

Ms. Drury-Smith presented the Sebring Soda Fest Recap. The Soda Fest brought in an estimated 33% of attendees from out of county with a total of 5,000-6,000 total attendees for the event. The Soda Fest consisted of 14 food trucks, 38 vendors and 140 NPO volunteers. Given that we are still dealing with a pandemic, the Festival was well received and well attended.

5. Items for Voting

A. SPARTAN Race (Dec 17-18, 2021), presented by Airstream Ventures.
New Event Grant requesting $90,000 for 3 years in 2021, 2022, and 2023.

Cherie Bortnick with SPARTAN presented the SPARTAN Race New Event Grant Request Application.

The SPARTAN event which would bring huge economic impact to the County and around 15,000 participants with around 4,000 room nights. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Sutherland, to approve up to $90,000 in funding for 3 years for the SPARTAN Race. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Citrus Golf Trail Open Golf Tournament (Nov 30- Dec 5, 2021) presented by Airstream Ventures.
New Event Grant requesting $35,000.

Joel Lamp presented the Citrus Golf Trail (CGT) Open Golf Tournament New Event Grant Request application.

Mr. Lamp requested that, if he has the opportunity, the TDC provide him the flexibility of using the CGT grant of $35,000 to help bring the PGA Mayflower Classic to Highlands County instead of the CGT Open and use the PGA Tour as a marketing event for the CGT Open 2022. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Mr. Story made a motion, seconded by Mr. Campbell, to approve up to $35,000 in grant funds to the PGA Mayflower Classic instead of 2021 CGT Open, if the opportunity arises, in funding pending a new application submitted with corrected information along with legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

C. Minor League Golf Tour Visit Sebring Classic Golf Tournament (Nov 1-3, 2021)
presented by Airstream Ventures. New Event Grant requesting $10,000

Mr. Lamp presented the Minor League Golf Tour Visit Sebring Classic Golf Tournament requesting $10,000, but upon TDC scoring of new events, the event only qualifies for 75 percent of funding making the grant funds $7,500. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Pontius, to approve up to $7,500 in funding for the Minor League Golf Tour Visit Sebring Classic. Upon roll call, all Council members on the call voted aye. The motion passed

D. Bono Bilt Wrestling Date Change from May 14-16, 2021 to July 16-18, 2021

Mr. Lamp presented the request to change the Bono Built date changes from May 14-16, 2021 to July 16-18, 2021 due to another wrestling event nearby also having a tournament on the same weekend and not wanting to compete for participants and spectators.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve date changes for the Bono Bilt Wrestling Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

E. TDC Proposed Budget Amendment

Ms. Hartt reported that the TDC collected more funds in 2019-2020 than was anticipated. She presented the proposed budget amendment allowing an extra $25,000 to be used in the general marketing funds and that the TDC not use the $85,000 in Contingency Funds they thought they would need for the current fiscal year.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve the Budget Amendment of $25,000 and not use the TDC's $85,000 in Contingency Funds at this time. Upon roll call, all Council members on the call voted aye. The motion passed.

6. Old Business/Discussion

A. Fishing Tournament Facility Status Update

Chantel Brutus reported that both Windy Point and Lake Istokpoga Park Grant contracts are fully executed and approved. Work should begin as soon as the departments are able.

B. TDC Member Vacancy for Accommodation Interest Position

Ms. Rydecki applied to keep her position on the TDC and members agreed. The were no other applications for the position.

C. Heartland Triathlon Request

After some discussion, the Board agreed to allow Mr. Andrews to modify his grant application changing his TDC funded reimbursable expenses from marketing to MOT needs and costs. Mr. Andrews must submit a revised application and the application must be approved by legal and the BOCC.

The TDC decided to vote on this this request.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the Heartland Triathlon expense modification from marketing to MOT expenses pending a revised application and legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

7. Public Input

8. Board Member Roundtable

The TDC asked that there be a list of events that the TDC is funding with an amount to be included in each agenda.

9. Upcoming Meeting

A. TDC Board: August 5, 2021 @ 8:15 a.m., Government Center, Boardroom

9. Adjournment

Ms. Hatfield adjourned the meeting at 10:43 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of a New Event Tourist Development Tax Grant in the amount up to $35,000 for 2021 for the Citrus Golf Trail Open (Nov 30- Dec 5, 2021).**

STATEMENT OF ISSUE

The Tourist Development Council on October 29, 2020, at the regularly scheduled meeting, recommended reimbursing Airstream Ventures, LLC. in the amount up to $35,000 for 2021 for the Citrus Golf Trail Open to cover eligible costs associated with out-of-County advertising, promotional items, event fees, and any approved reimbursable items under the New Event Grant contract guidelines for the Citrus Golf Trail Open.

RECOMMENDED ACTION

Move to approve the New Event Tourist Development Tax Grant in the amount up to $35,000 for 2021 for the Citrus Golf Trail Open (Nov 30- Dec 5, 2021).

FISCAL IMPACT

This approval will allocate up to $35,000 total in fiscal year 21-22 from Fund 152 (Tourist Development Trust). This Agreement will be adopted in the FY 21/22 Adopted budget in cost center 5305 (Tourist Dev – Marketing and Promotion), and account 53400 (Contractual Services).

Attachments: CGT Open Grant Contract-Airstream Ventures, LLC..pdf
CGT Open TDC grant application.pdf
4.29.2021 Draft TDC Min.pdf

HIGHLANDS COUNTY
SPECIAL EVENT/PROJECT GRANT CONTRACT

CONTRACTOR

NAME: AIRSTREAM VENTURES, LLC.
ADDRESS: 1630 EMERSON ST.; JACKSONVILLE, FL 32207
EIN NO: 83-1228981

The Board of County Commissioners of Highlands County, a political subdivision of the State of Florida (hereinafter the COUNTY), hereby provides funding to the CONTRACTOR for the purpose of reimbursement of expenses to **AIRSTREAM VENTURES, LLC.** as provided in the Funding Application Work attached to this Contract as Attachment A and made a part hereof. Any terms and conditions of this Contract, which vary from those contained in Attachment A, shall have precedence.

CONTRACTOR RESPONSIBILITIES

1. The CONTRACTOR shall be responsible for obtaining all applicable local, state and federal permits.

2. The CONTRACTOR is responsible for all administrative services and represents that it has or will secure at its own expense all necessary personnel. Such personnel shall not be employees of the COUNTY. The CONTRACTOR shall be responsible for the payment of all its FICA and Social Security Taxes.

INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed by or on behalf of the CONTRACTOR shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees and volunteers perform the work and in all respects the CONTRACTOR's relationship and the relationship of its employees and volunteers to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

REPORTS

The CONTRACTOR shall submit monthly status reports to the COUNTY detailing work completed and activities performed.

TERM OF CONTRACT

This Contract is effective on the date of execution and shall remain in effect until March 5, 2022.

NOTICE

Any notice or other written communication, except invoices, between the parties shall be considered delivered when posted by U.S. registered or certified mail, postage prepaid and return receipt requested, or delivered in person to the COUNTY.

COMPENSATION

1. The COUNTY agrees to pay the CONTRACTOR in the amount of up to Thirty-Five and Three hundred Dollars ($35,000) in 2021 for the Citrus Golf Trail Open, with room verifications required, from Cost Center 5305 the Marketing and Events -Fund for providing the services described in attached Attachment A. The CONTRACTOR shall submit payment requests and expenditure documentation to the COUNTY, said requests being in detail sufficient for a proper pre-audit and post-audit thereof. The CONTRACTOR and the COUNTY understand and agree that there shall be no reimbursement of funds by the COUNTY for any expenditure made prior to the date of this Agreement or for any expenditure or amount in excess of the amount stated in this paragraph.

2. It is unlawful for COUNTY's Board of County Commissioners to expend or enter into a contract requiring expenditure in any fiscal year for more than the amount of appropriations in each fund's budget, except as provided in Chapter 129, Florida Statutes, and in no case shall the total appropriations of any budget be exceeded, except as provided in Section 129.06 Florida Statutes. Pursuant to Section 129.07, Florida Statutes, this Contract is expressly made executory for the value of services and materials and other costs to be rendered, incurred or agreed to be paid for in fiscal years after COUNTY's fiscal year ending September 30, 2019.

PROHIBITION AGAINST LOBBYING

The CONTRACTOR is hereby prohibited from using any funds provided by this Contract for the purpose of lobbying the Legislature or a state or county agency.

MANAGEMENT

The COUNTY Project Manager is **Leah Sauls, Development Services Director**, phone number **(863) 402-6550**. All matters shall be directed to the Project Manager for appropriate action or disposition.

GENERAL TERMS AND CONDITIONS

1. The COUNTY may terminate this Contract for its convenience. In this event, the CONTRACTOR shall be compensated for work satisfactorily completed and for irrevocable commitments made.

2. All services shall be performed by the CONTRACTOR to the satisfaction of the COUNTY.

3. The CONTRACTOR shall be notified, in writing, by the COUNTY Project Manager of Contract performance failures and given fifteen (15) calendar days to provide a written corrective action plan to the COUNTY for review. The COUNTY shall respond, in writing, to the proposed corrective action plan within fifteen (15) calendar days of receipt. If the CONTRACTOR and the COUNTY cannot reach agreement on the corrective measures to be taken and the schedule for corrective action, the COUNTY may terminate this Contract in accordance with paragraph 4 of this section.

4. If the CONTRACTOR fails to perform in a timely and proper manner, in the judgment of the COUNTY, the COUNTY may terminate this Contract by written notice, specifying the effective time/date.

5. In the event that the CONTRACTOR fails to perform all the services described under the terms of this Contract, the CONTRACTOR shall reimburse the COUNTY all compensation received within thirty (30) calendar days of the receipt of the COUNTY's written request for reimbursement.

6. The parties may at any time, by written order designated to be a change order signed by the CONTRACTOR and the COUNTY, make any change in the work within the general scope of the Contract.

7. The CONTRACTOR shall maintain accurate books, records and documents directly pertinent to performance under this Contract and for all expenditures of all funds received under this Contract in accordance with generally accepted accounting principles consistently applied. The CONTRACTOR shall assure that these books, records and documents are available at all reasonable times for inspection, review or audit by
COUNTY personnel and other personnel authorized by the COUNTY. The CONTRACTOR shall retain all such books, records and documents for three (3) years after the fiscal years in which payment is made by the COUNTY or until final resolution of matters resulting from any litigation, claim or audit that started prior to the expiration of the three-year record retention period.

8. The CONTRACTOR agrees to indemnify, defend, save and hold harmless the COUNTY from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to, any negligent act or failure to act by the CONTRACTOR, its agents or employees to the extent permitted by Florida law. The parties agree that one percent of the total compensation to the CONTRACTOR for performance of this Contract is the specific consideration from the COUNTY to the CONTRACTOR for the CONTRACTOR's indemnity agreement.

9. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

10. The CONTRACTOR warrants that it 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability and, at its discretion, to deduct

from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

11. The COUNTY reserves the right to unilaterally cancel this Contract for refusal by the CONTRACTOR 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 CONTRACTOR in conjunction with this Contract.

12. This Contract shall not be subject to transfer, assignment, sale or other disposition which would have the effect of substituting the CONTRACTOR's performance with that of another.

13. The CONTRACTOR represents to the best of its knowledge that all of its employees are treated equally during hiring and employment without regard to race, color, religion, handicap, sex, age or national origin.

CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Contract shall be governed by the laws of the State of Florida, and any such actions shall be brought in Highlands County, Florida.

SEVERABILITY

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

PUBLIC ENTITY CRIMES

The CONTRACTOR affirmatively represents that it is aware of the prohibitions stated in Section 287.133(2)(a), Florida Statutes, and affirmatively represents that it has not been placed on the convicted vendor list or been convicted of a public entity crime.

DISCRIMINATORY VENDOR LIST

The CONTRACTOR affirmatively states that it is aware of the prohibitions found in Section 287.134(2) (a), Florida Statutes, and affirmatively represents that it has not been placed on the discriminatory vendor list referred to therein.

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.

PAYMENTS AFTER CONTRACT TERMINATION FOR CAUSE

Upon the occurrence of any event of default, all obligations on the part of the COUNTY to make any further payments of funds to this Contract shall if the COUNTY so elects, terminate, but the COUNTY may make any payments or parts of payments after the happening of any event of default without hereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

PUBLIC RECORDS COMPLIANCE

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.

Remainder of this page intentionally left blank

ENTIRE AGREEMENT

It is hereby understood and agreed that this Contract states the entire agreement and that the parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Contract.

DATED this _____ day of _____ 2021.

AIRSTREAM VENTURES, LLC., A for profit organization.

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By:_____
Scott Kirouac, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

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VISIT
Sebring
AVON PARK & LAKE PLACID, FL
TDC Grant Application
Dec. 2-5, 2021
BUSINESS . ENTERTAINMENT
Airstream Ventures
SPORTS . EST 2018
citrus golf trail Open

Airstream Ventures
BUSINESS . ENTERTAINMENT . SPORTS

April 29, 2021

Highlands County Tourism Development Council
Attn: Chantel Brutus
501 S. Commerce Ave., Suite 3
Sebring, FL 33870

Dear Highlands County Tourism Development Council,

We are pleased to re-present this request for New Event Grant Funding for the inaugural Citrus Golf Trail Open the first week of December.

Since taking over the event from the Huddle Up Group, we made a few changes. First, we turned our focus on the event to bring as many golfers into the area for the weekend as possible. That starts with bringing the Minor League Golf Tour back for a 3-day event to kickoff the CGT Open week.

We also have made this a more open and accessible event, making it a two-person team competition – open to men, women, and mixed teams. We've also created a special competition on the first two days of the amateur event with a skins game competition at The 12 at Sebring International.

Enclosed is the New Event Grant Funding application and supporting documents that outline the program around the event, the marketing of the event, and the marketing of the destination through their channels and outlets.

We look forward to working with you on this and making this a hallmark event for Highlands County. Thank you for your consideration of this proposal.

Joel Lamp
Senior Director of Tourism
Airstream Ventures

citrus golf trail Open

HIGHLANDS COUNTY TDC
NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC: $35,000

General Information

Name of Applicant: Airstream Ventures
Name of Event: Citrus Golf Trail Open
Contact person: Joel Lamp (Airstream Ventures)
Contact person e-mail: joel@airstreamventures.com
Complete address of Applicant: 1630 Emerson St.; Jacksonville, FL 32207
Cell phone: 904-304-2067

Applicant's Chief Official/Tournament Director: Joel Lamp
Title: Senior Director of Tourism & Events
Has Event ever received funding from the TDC? No

Amount Applicant is requesting for the Event/Project: $ 35,000

Intended use of funds: Out of County Advertising Expenses, Digital & Email Campaign, Public Relations, Content Creation, Promotional and Experiential Item, Event Fees, and Facility Rentals

Details about the Applicants

Airstream Ventures is a destination sports & marketing company that serves as the sports commission for several destinations, as well as with event rights holders on finding locations for their events. Opening in 2018, the team at Airstream Ventures has more than 40 years of experience in recruiting, hosting, and creating sports and entertainments that deliver an economic impact and lasting marketing opportunities.

Schedule of the Event

Dec. 2-4, 2021 – Minor League Golf Tour event (Deer Run Golf Course)

December 3 – 5, 2021 - Multi-day golf tournement in which participants will play across the five courses of the Citrus Golf Trail.

Event Specific Information

Event name: Citrus Golf Trail Open
Type of event: Sports – Golf Tournament
Location of Event: Citrus Trail Golf Courses - Sun N Lake, Sebring International, Sebring Municipal, River Greens and Pinecrest.
Number of days: 5 days (arrivals Dec. 1, departures late Dec. 5 or Dec. 6) 100 Hours estimated.

Participant Information

Projected number of out-of-town participants: 150	Out of state: 50	In-state: 100
Projected number of spectators per day: 50	Out of state: 20	In-state: 30
Projected number of media, staff, officials: 2	Out of state: 0	In-state: 2

Is this an elimination tournament? No

What is the GUARANTEED MINIMUM NUMBER OF PAID ROOM NIGHTS the Event will bring to Highlands County? 700

Provide the previous year's event information, (if applicable): Inaugural year/event

Citrus Golf Trail Open - 2021 - Budget

REVENUE			**Budget**
Visit Sebring grant			$ 35,000
Entry Fees	150	$ 275	$ 41,250
Sponsorships			$ 15,000
			$ 84,250

EXPENSES			**Budget**
MLGT bid fee			$ 5,000
Facility Rental	450	$ 27.50	$ 12,375
Promotional items	150	$ 40.00	$ 6,000
Opening Reception			$ 5,000
Prize Pool			$ 5,000
Staff Housing	10	$ 50.00	$ 500
Signage			$ 5,000
Marketing			$ 10,000
ASV Management Fee			$ 10,000
Contingency			$ 5,000
			$ 63,875

NET PROFIT/LOSS	**$ 20,375**

! TDC reimbursement will cover facility rental, marketing, registration marketing platform, opening reception, promotional items, and MLGT bid fee.

Grant Application Checklist

Please initial next to each item and fill in the blanks below. This list must accompany your grant application.

Initials

__JL__ This application is being submitted at least four months (120 days) prior to the event start.
Date of Event: Dec. 17, 2021
Date of Application: April 29, 2021

__JL__ I understand that the reimbursement request must be completed and submitted to the Tourism Office with all back up and supporting material no later than 60 days after the event ends, which will be on Feb. 5, 2022 (date 60 days after event ends).

__JL__ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract. (date one week after the application is submitted to and accepted by the Tourism Office)

__JL__ I understand that the "Visit Sebring" logo must appear in any print advertisements that are funded by the TDC. For digital ads, the "Visit Sebring" logo must either be featured on the advertisement or on website/landing page linked to the ad or the ad must link to the TDC's website.

__JL__ I have included an IRS W-9 Form and a copy of the Florida Division of Corporations form with the application.

__JL__ I understand that someone representing this grant application must be available at the TDC meeting when it considers the application for funding or the application will not be considered.

__JL__ I understand that no expenses incurred before the TDC recommends approval of the grant application will be reimbursed under any circumstances. I also understand that no funding has been approved until the Board of County Commissioners (BOCC) approves execution of the Grant Contract and that no expenditures will be reimbursed if the BOCC does not approve execution of the Grant Contract.

__JL__ I understand that reimbursements following the event will only be made for itemized, authorized expenses approved by the BOCC in the fully executed Grant Contract.

__JL__ Each reimbursement request must include copies of paid invoices, screenshots of digital ads, copies of the ad/tear sheets, invoice for reimbursement amount to the Highlands County Board of County Commissioners, copy of front and back of cleared checks paying for advertising, and outreach figures identifying the number of people your ad reached outside Highlands County and inside Highlands County.

__JL__ Reimbursement will only be provided at a rate of $20/verified room night.

__JL__ The funds Applicant receives will ONLY be used in accordance with the eligible and ineligible uses of funds. (page 7)

__JL__ Applicant understands that it is required to submit a Room Block Report/Room Night Certification Form in order to track the amount of rooms the Event produces in order to receive funding.

__JL__ Applicant has included a list of its current Officers and/or Board members (if applicable) with the application.

__JL__ Applicant's W-9 tax form is included with the application.

__JL__ Applicant has included a detailed Marketing Plan for the Event.

__JL__ As an authorized representative of Applicant, the person submitting this documentation acknowledges that he/she is also the person required to execute the contract and prepare the Post-Event Analysis for the Event within 60 days after completion of event, as well as receive payment. The authorized representative of the Applicant also acknowledges that the representative is required to submit documentation of the authorization provided by the Applicant to the representative that confirms the representative's authority to act on behalf of the Applicant, such as a corporate resolution or a copy of a record from the State of Florida Division of Corporations that lists the person submitting the Application as an officer who has statutory authority to represent and bind the Applicant.

__JL__ Applicant acknowledges that any material made or received by Highlands County in connection with Applicant's request for Program funding is a public record and subject to public inspection unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Applicant acknowledges that it cannot dictate to Highlands County what material is open to public inspection or the circumstances under which material is deemed confidential.

__JL__ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

__JL__ Applicant understands that all funds received are subject to audit by the Highlands County Clerk of the Court – Internal Auditor or other representative as Highlands County may designate.

About the CGT Open

Business Plan

For the Citrus Golf Trail Open, our team will utilize our extensive experience in executing golf championships of similar scope, as well as our network in the golf industry for potential sponsorships. To position the event appropriately and drive participation, a comprehensive promotional marketing and media strategy will be developed utilizing national best practices.

Phase 1 - (May 1, 2021 thru December 30, 2021)

Marketing Promotion, Partnership Development and Tournament Format Development – Beginning with May 1 and leading up to the 2021 CGT Open, national audiences will be engaged with the use of traditional and non-traditional marketing tactics. This will include but not limited to:

- The CGT Open will be planned to be held at host course(s); Pinecrest, River Greens, Sebring International, Sebring Municipal and Sun n' Lakes within Highlands County.
- The CGT Member courses will be engaged in the development of a multi-day formatted tournament to attract participants from across the U.S.
- The tournament team will work to secure multiple national partners who are known in the golf industry to bring instant credibility to the event.
- Leverage and partner with national golf podcasters and other golf media to highlight the tournament to drive registration. Video captured during the Media FAM (December 2020) will be used.
- Consultant will work to retain the 4 to 6 influencers who attended the Media FAM in December 2020 for participation in the December 2021 tournament.
- The Consultant will seek a golf equipment manufacturer partner to in promotional efforts.
- Develop Digital marketing strategies to effectively reach target audiences, create awareness and drive registration.
- Create Partnerships with key state golf associations in cold weather climates.
- Leverage local/regional golf industry partners such as PGA, LPGA, We Are Golf, World Golf HOF, First Tee, Golf Channel and GOLFTV.
- Develop Marketing calendar of tactics, reporting of tactics performed and any adjustments to the marketing strategy.

Phase 2 - (December 2021)

Tournament Execution – Consultant will facilitate the execution of the tournament, directing and coordinating all event operations and logistics. This phase will include, but may not be limited to:

- Facilitation of the tournament schedule.
- Coordination of activations of tournament sponsors, vendors, and facility partners.
- Management of tournament social events.
- Coordination and distribution of tournament prizes.

Phase 3 - (On or before February 1, 2022)
Post-Event Recap and Follow-Up

- Consultant will conduct a post-event recap and follow up with the Citrus Golf Membership via phone.

Marketing Plan

	What Communication Do You Want To Develop?
Tactic Description	Integrated email campaign that focuses on three primary audiences: • Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate) • Sales Marketing (to prospective customers for sponsorship/hospitality) • Destination Marketing (Drive awareness of Sebring and Highlands County as a destination) **Email campaigns** will initially launch to broad audiences and optimized into segmented populations based on engagement. Components of the segmented messaging will include: Sbj Line, Preheader, Primary Msg, Secondary Msg, Tertiary Msg. Campaign Performance will be measured with the following attributes: Open, Click-Through, Unique clicks, Forwards, Unsubs. Metrics will be used for calculating an "Engagement Score" which will determine segments. Email campaign deployments scheduled by the CGT Open Content Calendar, key messaging for the period will be prescribed in the calendar. Partnerships with national golf companies will be evaluated to leverage their existing distribution to extend reach to a broader audience. **Social Media campaigns** objective are to drive awareness of the Citrus Golf Trail, the Citrus Golf Trail Open, it's affiliation to the rich history of golf in an accessible destination (Sebring/Highlands County) among key audiences (avid/active/travel. segments of golfers) in the U.S. while driving audience growth /participation and engagement. The integrated approach is to distribute dynamic content across social platforms to golfers who may already know us as well as engage new audiences that draw them closer to register for the CGT Open. Content will be designed to engage audiences that can be replicated to each platform meeting audiences with content that is of interest on the platforms they utilize. Content will be orientated towards the taglines; primary: "The Citrus Golf Trail -*Value Golf Capital of America."* and secondary: *"Sebring's collection of golf courses offer value, history, outstanding service and an extraordinary experience".* Content will be analyzed and optimized based on performance to maximize reach and relevancy to key audiences for each platform**. GOAL:** Keeping pages active and fresh during the 51 weeks of the year as audiences and participants want to build affinity with the brands and events they follow – not be forgotten.

Platform segments	Frequency	Tactics	Key audience
Facebook	As often as something is relevant/interesting. The key is to drive engagement.	Short original video (no audio). Live video, Photography. engagement rules in the new algorithm. Less in-the- moment	Golf Fanatics, Sports Socialites, Influencers
Twitter	As often as something is relevant/interesting, you can't post too much.	Competition updates. Short original video (no audio). Highlights. Links to website. In-the-moment updates. Ability to repost.	Golf Fanatics & Influencers, Sports Socialites (secondary)
Instagram	Many times, per day. More evergreen.	Original photos/graphics/video only (no audio). Use for Polls, Product placement for partners. Behind the scenes content. Course beauty shots.	Golf Fanatics, Influencers, new audiences
Website	Prescribed via the content calendar	Highlights, High-level Content	Golf Fanatics, Audiences directed from direct campaigns or mentions
LinkedIn	Regular cadence, at least once per week	Micro-blog content relevant to CGT Open, the courses, history, destination amenities	B2B, Tactic to support sponsorship strategy

	☒ Email	☒Trigger Emails	☒ Text	
Tactics to be executed	☒Social Media	☒Digital Banner Ads	☒Video	

What's the business situation?	Sebring - Highlands County has rich history of golf, from hosting one of the first televised tournaments to golf courses design by world renowned golf course architects, to offering one of America's best values for the collection of courses within the destination. In 2021, Visit Sebring and the Highlands County TDC engaged Airstream Ventures the pursuit of developing a strategic plan to drive tourism through sport events. One of the outcomes was to "incubate" or create an event utilizing existing facilities and assets in the community, it made sense to pursue a "golf event" with the support from the Citrus Golf Trail member courses. Sebring has hosted several media familiarization tours historically to draw the spot on the destination from an editorial standpoint, however the destination has decided to take it a step further. In December 2020, the Citrus Golf Trail, VisitSebring and Highlands County hosted a media FAM that included national golf influencers and announced the Citrus Golf Trail Open. The 2020 tournament has made a substantial investment in marketing efforts to drive revenue and interest in the tournament as along with fulfilling its mission/purpose: "*The mission of the Citrus Golf Trail and its Open Tournament is dedicated to organizing and promoting the growth of the game of golf in the Sebring, Avon Park and Lake Placid area, supporting the values inherent in the game of golf, and honoring the legacy of local golfing traditions. "* The vision/tagline of the Citrus Golf Trail Open is *"Come Play in Value Golf Capital of America."* which will be used primary position with a secondary mention of *"Tip Your Cap with us in December 2021"* and serves to reinforce the mission/purpose of the tournament along with driving brand consistency. 2021 marketing campaigns are designed to deliver reach through relevant messaging in the pursuit of growing awareness, driving tournament registrations and most importantly drawing tourists to Sebring, FL. The period during the lead up marketing and tournament is designed with targeted messaging for key audiences which necessitates the launch of tactics to be integrated/coordinated to drive results. Performance will be actively monitored to inform optimization/configuration of tactics throughout the period.

What's the Marketing Objective?	***What do we want our marketing dollars to achieve?***
	Drive engagement, create awareness, drive sales, compel people to register to participate and travel to Sebring, Highlands County.
What's the desired business impact?	***What measurable benchmarks are we using to determine the success of this assignment?***
	Exceed registration goals, grow interest/attendance of the CGT Open. Budget benchmarks estimated will be a key measure of success. New benchmarks (ex. email campaign performance, social engagement, website traffic), will be developed as additional KPIs and benefit 2022 measurement.

Who is the target?	***Who are we targeting with our communication? Are there any sub-segments within this target?***

	EMAIL CAMPAIGNS
	Key segments:
	• General
	  ○ (HE) High Engagement
	  ○ (LE) Low Engagement
	  ○ (NE) No Engagement * will be purged from list if does not move from NE/Disengaged journey
	• Sales
	  ○ Prospect (Move to engagement journeys)
	  ○ (HE) High Engagement
	  ○ (LE) Low Engagement
	  ○ (NE) No Engagement
	• National Media
	  ○ December 2020 Media FAM
	  ○ Past Media Coverage
	  ○ Prospect
	Each sub segment will have specific messaging to drive engagement, the contact's email journey will be determined based on "Engaged" or "Disengaged" response. *** Once registered will receive General Marketing Emails for promotional period - nurture.
	SOCIAL MEDIA
	Budget allowing, targeting will occur to drive registration from various platforms with applicable content to all those following. Geo- targeting will be an additional targeting opportunity considered closer to the tournament to drive brand awareness. Performance of all channels will be monitored and optimized throughout the campaign period.

What is the Email Messaging Segmentation?	**What should the target know about CGT Open? What is the primary, secondary and Call To Action (CTA) messaging related to CGT Open? Are there distinct messages for individual targets?**
	The suggested primary lead in of the campaigns and the communications should begin with "Citrus Golf Trail, the Value Capital of America invites you to the inaugural CGT Open" with dates and location. It is critical that marketing tactic speak to the customer in a tone that makes them feel like we know them, understand their needs/level of interest, and seek to deliver a best-in-class experience for all involved.
	Segmentation and message blocks to updated GENERAL High Level Messaging Orientation SALES High Level Messaging Orientation MEDIA High Level Messaging Orientation **Timing on follow up emails announcing results TBD.

What is the single desired takeaway?	***If there were only 1 thing you could embed in the customer's mind, what would it be?***
	Sebring's Citrus Golf Trail is the Value Golf Capital of America!
Why should the people believe this?	**What makes our product/service/brand unique/better/different?**
	The content delivered in the email to recipients is specific, relevant, provides value and drives consideration to register to participate and travel to Sebring in December 2021.
What's the desired people response?	***What do we want people to do?***
	To attend (bring friends/family), register and purchase sponsorships or hospitality opportunities.

ADDITIONAL INFORMATION

What else do we need to know?	**Budget:** Media, production, etc. as it relates to each tactic - TBD
	EMAIL Marketing Timing: Initiate first week of May 2021
	Markets: U.S., Southeast drive market, Select snowbird markets
	Quantities: ***What are the estimated targeted audience quantities?***
	Core Tactics Email - segmented lists within Email Management System to be determined Social Media - Insta, FB, Twitter & LinkedIn PR – Press releases pushed to national golf media Website – Updates to website (visitsebring.com/citrus-golf-trail) will be on going and tie back to communications in market (look, feel, experience)
	Brand Identity & Architecture **Logo Usage** -For Print/Email/Web/PR the Citrus Golf Trail Open, the Citrus Golf Trail and Visit Sebring logo should be used in 4-color (reference branding guidelines document for usage) -For Social Media, all channels should feature the social media version of the Citrus Golf Trail Open logo in the handle profile image **Imagery** -For Print/Email/Web/PR approved images from the image library on Google Drive should be used or images provided by the Citrus Golf Trail, Visit Sebring or media outlets -For Social Media, when using images should be from image library on Google Drive or approved by CGT and Visit Sebring/TDC. Usage of video/infographics "dynamic content" is encouraged to drive engagement. **Brand Architecture** -When speaking about the tournament it should be referred to as "Citrus Golf Trail Open", name should never be abbreviated or elongated - Philanthropic Endeavor: Focused on helping local, disadvantaged kids obtain golf lessons and the opportunity to learn the game that they may not otherwise have.
	CTAs / URLs All Call To Actions (CTA) should be specific to the tactic, ultimately driving to the website, converting to registration or requesting contact from tournament staff.

Purpose	*What do you hope to learn or understand?* Understand Performance and optimize leads
Performance Reporting Date(s)	*Please list all that apply* 4/8/21 to 12/31/21
Date Range	*Please include start and end date* Campaign Start: 5/1/21 Campaign End: 12/10/21
KPIs	*How do we want to measure success? Check all that apply*
	Creative Engagement: ☒Impressions ☒Opens ☒Clicks **Web Engagement:** ☒Visits (where do they come from) ☒Registrations ☒Request for contact ☒Time on site ☒Bounce Rate **Advanced:** ☒Consumer Journey (Google Analytics) ☒Historical Comparison
Reporting on Web/Landing Pages	*Any other actions/metrics/customer behaviors on the web/landing page that you need reporting for as part of this campaign analysis?* Google Analytics will be utilized to analyze website engagement

Post Event Attendee Survey

Below is a sampling of survey questions for participants of the 2021 Citrus Golf Trail Open. All data will be shared within the post-event recap with the Highlands County TDC.

Demographics

1. Male or Female?
2. What is your age?
3. State in which you reside.
4. Occupation (working, retired).
5. Annual Household income

Golf Demographics

6. Which one of the following best describes the category for you fall in?
   a. Avid Golfer
   b. Part-time Golfer
   c. Novice Golfer
   d. Play less than 5 rounds per year
7. Do you have an active membership to a golf course in your home state?
   a. Yes*
   b. No
8. How many people in your household golf?
   a. 0-2
   b. 3-5
   c. 6 or more
9. How many golf trips do you take per year outside of your home state?
   a. 1-3
   b. 4-6
   c. 7 or more
10. How do you stay up to date with Golf?
    a. Social Media
    b. Print Magazines
    c. TV
    d. Podcast
11. How many single day tournaments do you participate in annually?
    a. 1-5
    b. 5-8
    c. 8 or more
12. How many multi-day tournaments do you participate in annually?
    a. 1-5
    b. 5-8
    c. 8 or more
13. What is the most you have paid in the last year to play in a tournament?
    a. $100 - $150
    b. $150 - $200
    c. $200 - $250
    d. $250 - $300
    e. $300 or more

CGT Open Participation

1. How did you learn about the Citrus Golf Trail Open?
    a. Social Media
    b. Email Marketing Campaign
    c. Podcast
    d. TV
    e. Radio
    f. Referred, if so by who
2. What influenced your decision to participate in the 2021 Citrus Golf Trail Open?
    a. Location
    b. Invited to play
    c. Friends playing
    d. Price/Value
    e. Tournament Courses
3. Which format did you prefer during the 2021 Citrus Golf Trail Open?
    a. Four-ball
    b. Shamble
    c. Match-play
    d. Scramble
4. When thinking about the 2021 Citrus Golf Trail Open what are one or two things that stand out to you as being exceptional experiences?
    a. Participant Tee Gifts
    b. Host Golf Courses
    c. Tournament Format
    d. Hospitality
5. How satisfied were you with the 2021 Citrus Golf Trail Open?
    a. Very Satisfied
    b. Satisfied
    c. Somewhat Satisfied
    d. Not Satisfied
6. Why were you Very Satisfied? (Only for those that choose)
    a. Great overall event
    b. Food & Drink
    c. Excellent Venues
    d. Fun Formats
7. Why are you either Satisfied, Somewhat Satisfied or Not Satisfied with the 2021 Citrus Golf Trail Open? (Open-ended) - Break by categories
8. Why do you either plan or not plan to participate in the 2022 Citrus Golf Trail Open?
    a. Great overall event
    b. Business Opportunity
    c. Better Weather
    d. Expensive
    e. Destination
    f. Support Charities

Destination Sentiment

1. How far did you travel to Sebring?
2. What hotel did you stay in?
3. How many nights did you stay in the hotel?
4. How satisfied were you with your hotel accommodations?
    a. Very Satisfied
    b. Satisfied
    c. Somewhat Satisfied
    d. Not Satisfied
5. What did you enjoy most about Sebring? (Open-ended)
6. When in Florida at a future date would you include Sebring, Highlands County in your travel plans?
    a. Yes
    b. No
    c. If No, please explain.

SMART Objective Worksheet

Definition	Objective
Specific • What do I want to accomplish with this event? Why? • What is the desired result?	**Specific** Execute a multiday golf tournament that brings over 200 participants from across the U.S. that drives awareness of Sebring, Highlands County, FL and the collection of golf courses that are accessible to all at a tremendous value. Desired result is for the tournament to continue as an annual event driving economic benefits to the community.
Measurable • How will you quantify (numerically or descriptively) success? • How will you measure progress?	**Measurable** Success will be measured by several indicators: - Number of registrations - Number of hotel room nights generated - % of participants from outside of Florida - National Media pick-up of FAM & Tournament
Achievable • What skills are needed? • What resources are necessary? • What factors impact goal achievement? • Does the goal require the right amount of effort?	**Achievable** For the tournament to be successful, the tournament team must possess attributes such as but not limited to: - Strong organizational skills - Ability to coordinate, influence and lead diverse groups of stakeholders. A key factor driving success will be appropriate funding and revenue generation to sustain the event for multiple years. The amount of effort necessary is immeasurable especially for a first-year event.
Relevant • Is the goal aligned with the overall mission or strategy to increase economic activity in Highlands County?	**Relevant** The strategic relevancy could not be more closely aligned for Visit Sebring, to develop “owned events” to drive economic impact through sports tourism.
Time-bound • How much time will be available to complete this SMART Objective? • Is the deadline realistic?	**Time-bound** At the time of submission of this application there is seven months to organize, promote and execute the event which based on experience is sufficient time to meet deadlines.

CERTIFICATION OF APPLICANT

Applicant has reviewed this Application for Funds from the Highlands County Tourist Development Council. Applicant is in full agreement with the information contained herein. To the best of Applicant's knowledge, the information contained in this Application and its attachments is accurate and complete.

Applicant Name: _____

Date: _____

By: _____

(Signature) Its: (Title) State: _____ County: _____

Before me this day personally appeared _____(name) as _____(title) of _____(applicant) to me well known or produced identification _____ (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed. Witness my hand and seal (date) My Commission expires (date) Signature of Notary

Highlands County Tourist Development Council
Highlands County Government Center Boardroom
Regular Meeting
April 29, 2021 @ 8:15 a.m.

Draft Regular Meeting

1. The meeting was called to order at 8:15 a.m. by Christine Hatfield.

Roll Call

Council Members Present:

Commissioner Chris Campbell
Vicki Pontius
Mark Stewart
Maria Sutherland
Christine Hatfield
Cindy Garren
John Story

Council Members Absent:
Bill Brantley
Diane Rydecki

Also, Present:

Leah Sauls, Development Services Director
Casey Hartt, Lead Marketing Consultant
Chantel Brutus, Tourist Development Administrative Assistant
Joel Lamp, Airstream Ventures, LLC.
Daniel Andrews, Heartland Triathlon
Cliff Woods
Tenille Drury-Smith, Sebring Chamber
Paige Cavell, Sebring Chamber
Gaylin Thomas, HCA
Becka Kampman, Heartland Triathlon
Laura Andrews, Heartland Triathlon
Don Elwell, Heartland Triathlon
Cherie Bortnick, SPARTAN

Christine Hatfield and Chantel Brutus established that a quorum was present, and the meeting was properly noticed. Christine Hatfield also introduced John Story from Sebring International Raceway as the new attractions member for the TDC.

2. Acceptance of TDC Meeting Minutes of January 28, 2021.

Ms. Hatfield inquired if there were any comments or changes to the minutes of January 28, 2021. Ms. Sutherland made a motion, seconded by Ms. Pontius to approve the meeting minutes. Upon roll call the Council voted aye. The motion passed.

3. Financial and Office Reports

Ms. Hatfield presented the Monthly Expenditure and Revenue Reports year to date ending January 30, 2021, which makes a total up to date of $344,695.65.

Ms. Garren made a motion, seconded by Mr. Sutherland, to approve the financial reports as presented. Upon roll call the Council voted aye. The motion passed.

4. Marketing & Budget Update

A. Marketing & Budget Update

Ms. Hartt presented the Marketing & Budget report. Ms. Hartt reported that while advertising allocations were reduced this year due to COVID impacting 2019-2020 collections, the TDC is has focused on making sure digital promotions continue and more engagement on the Visit Sebring website is created via interactive, user generated content and 360 photos. The TDC is also focusing on digital via several mobile passports via a tech platform called Bandwango. The 2020-2021 budget is focused on bringing more sporting events to the area and allocating TDC funds to make that possible. The TDC has also applied for and received multiple Florida Sports grants to help with funding these events.

B. Internal Communications Update

Ms. Hartt presented the update on the Internal Communications Campaign, which has resulted in 10 community presentations to date. In addition, TDC has done some local media outreach and has been invited to contribute a monthly "Tourism Talks column in the Highlands News Sun plus send information to the local radio station and make guest appearances.

Prior to COVID, TDC had been doing stakeholder meetings and plans to re-convene those meetings this summer.

C. Sports Event Recap

Mr. Lamp presented a sports event recap on Pro Watercross and Minor League Golf Tour (MLGT). Pro Watercross brought in an estimate economic impact of $174,623.74 with an estimated 180 room nights. The TDC contributed $25,000 for TV segments focusing on destination marketing for the area. MLGT brought in an estimated 90 room nights with an estimated $16.886.02. The TDC did not fund the MLGT event.

D. Soda Fest Recap

Ms. Drury-Smith presented the Sebring Soda Fest Recap. The Soda Fest brought in an estimated 33% of attendees from out of county with a total of 5,000-6,000 total attendees for the event. The Soda Fest consisted of 14 food trucks, 38 vendors and 140 NPO volunteers. Given that we are still dealing with a pandemic, the Festival was well received and well attended.

5. Items for Voting

A. SPARTAN Race (Dec 17-18, 2021), presented by Airstream Ventures.
New Event Grant requesting $90,000 for 3 years in 2021, 2022, and 2023.

Cherie Bortnick with SPARTAN presented the SPARTAN Race New Event Grant Request Application.

The SPARTAN event which would bring huge economic impact to the County and around 15,000 participants with around 4,000 room nights. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Sutherland, to approve up to $90,000 in funding for 3 years for the SPARTAN Race. Upon roll call, all Council members on the call voted aye. The motion passed.

B. Citrus Golf Trail Open Golf Tournament (Nov 30- Dec 5, 2021) presented by Airstream Ventures.
New Event Grant requesting $35,000.

Joel Lamp presented the Citrus Golf Trail (CGT) Open Golf Tournament New Event Grant Request application.

Mr. Lamp requested that, if he has the opportunity, the TDC provide him the flexibility of using the CGT grant of $35,000 to help bring the PGA Mayflower Classic to Highlands County instead of the CGT Open and use the PGA Tour as a marketing event for the CGT Open 2022. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Mr. Story made a motion, seconded by Mr. Campbell, to approve up to $35,000 in grant funds to the PGA Mayflower Classic instead of 2021 CGT Open, if the opportunity arises, in funding pending a new application submitted with corrected information along with legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

C. Minor League Golf Tour Visit Sebring Classic Golf Tournament (Nov 1-3, 2021)
presented by Airstream Ventures. New Event Grant requesting $10,000

Mr. Lamp presented the Minor League Golf Tour Visit Sebring Classic Golf Tournament requesting $10,000, but upon TDC scoring of new events, the event only qualifies for 75 percent of funding making the grant funds $7,500. The New Event Grant approves funding for year #1 only: $20,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms. Max funding for year #2 & #3: $10,000 based on scoring; no room night verifications. Opportunity for an additional $20/room night reimbursement based on verified rooms.

Ms. Garren made a motion, seconded by Ms. Pontius, to approve up to $7,500 in funding for the Minor League Golf Tour Visit Sebring Classic. Upon roll call, all Council members on the call voted aye. The motion passed

D. Bono Bilt Wrestling Date Change from May 14-16, 2021 to July 16-18, 2021

Mr. Lamp presented the request to change the Bono Built date changes from May 14-16, 2021 to July 16-18, 2021 due to another wrestling event nearby also having a tournament on the same weekend and not wanting to compete for participants and spectators.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve date changes for the Bono Bilt Wrestling Tournament. Upon roll call, all Council members on the call voted aye. The motion passed.

E. TDC Proposed Budget Amendment

Ms. Hartt reported that the TDC collected more funds in 2019-2020 than was anticipated. She presented the proposed budget amendment allowing an extra $25,000 to be used in the general marketing funds and that the TDC not use the $85,000 in Contingency Funds they thought they would need for the current fiscal year.

Ms. Pontius made a motion, seconded by Ms. Sutherland, to approve the Budget Amendment of $25,000 and not use the TDC's $85,000 in Contingency Funds at this time. Upon roll call, all Council members on the call voted aye. The motion passed.

6. Old Business/Discussion

A. Fishing Tournament Facility Status Update

Chantel Brutus reported that both Windy Point and Lake Istokpoga Park Grant contracts are fully executed and approved. Work should begin as soon as the departments are able.

B. TDC Member Vacancy for Accommodation Interest Position

Ms. Rydecki applied to keep her position on the TDC and members agreed. The were no other applications for the position.

C. Heartland Triathlon Request

After some discussion, the Board agreed to allow Mr. Andrews to modify his grant application changing his TDC funded reimbursable expenses from marketing to MOT needs and costs. Mr. Andrews must submit a revised application and the application must be approved by legal and the BOCC.

The TDC decided to vote on this this request.

Ms. Pontius made a motion, seconded by Mr. Stewart, to approve the Heartland Triathlon expense modification from marketing to MOT expenses pending a revised application and legal and BOCC approval. Upon roll call, all Council members on the call voted aye. The motion passed.

7. Public Input

8. Board Member Roundtable

The TDC asked that there be a list of events that the TDC is funding with an amount to be included in each agenda.

9. Upcoming Meeting

A. TDC Board: August 5, 2021 @ 8:15 a.m., Government Center, Boardroom

9. Adjournment

Ms. Hatfield adjourned the meeting at 10:43 a.m.

For all backup documents, please contact Highlands County Public Information Office 863-402-6500.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

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

SUBJECT/TITLE: **Request approval to purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.**

STATEMENT OF ISSUE

The trade in of the Lucas 2 device is 11 years old and is no longer working properly and would require a $6,000.00 repair. The vendor has offered $5,000.00 to trade the old unit in on a new version. The attached quote is for the purchase of one (1) Lucas 3, v3.1 device which requires the Board approval. Also contained in this purchase is a trade in of one (1) Lucas 2 to Stryker allowing a discount of $5,000.00 toward the purchase of the new Lucas 3, v3.1 device.

RECOMMENDED ACTION

Move to approve the purchase one (1) Stryker Lucas 3, v3.1 device with a trade in of one (1) Stryker Lucas 2 device per attached quote.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) as excess funds within cost center 5105 (Ambulance Service) in the amount of $8,437.70 will be used for the purchase.

Attachments: HCFR LUCAS3.1 w Trade 2021-05-27.pdf

stryker

LUCAS3.1

Quote Number: 10381501

Version: 1

Prepared For: HIGHLANDS COUNTY FIRE RESCUE

Attn:

Quote Date: 05/27/2021

Expiration Date: 08/25/2021

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Ted Piper

Email: ted.piper@stryker.com

Phone Number:

Delivery Address		**End User - Shipping - Billing**		**Bill To Account**	
Name:	HIGHLANDS COUNTY FIRE RESCUE	Name:	HIGHLANDS COUNTY FIRE RESCUE	Name:	HIGHLANDS COUNTY FIRE RESCUE
Account #:	1206297	Account #:	1206297	Account #:	1206297
Address:	4506 KENILWORTH BLVD	Address:	4506 KENILWORTH BLVD	Address:	4506 KENILWORTH BLVD
	SEBRING		SEBRING		SEBRING
	Florida 33870-4607		Florida 33870-4607		Florida 33870-4607

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	$13,437.70	$13,437.70
				Equipment Total:	$13,437.70

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	1	-$5,000.00	-$5,000.00

Price Totals:

Grand Total:	$8,437.70

Prices: In effect for 60 days.

Terms: Net 30 Days

stryker

LUCAS3.1

Quote Number:	10381501	Remit to:	**Stryker Medical**
			P.O. Box 93308
Version:	1		Chicago, IL 60673-3308
Prepared For:	HIGHLANDS COUNTY FIRE RESCUE	Rep:	Ted Piper
	Attn:	Email:	ted.piper@stryker.com
		Phone Number:	

Quote Date:	05/27/2021
Expiration Date:	08/25/2021

Contact your local Sales Representative for more information about our flexible payment options.

_____

AUTHORIZED CUSTOMER SIGNATURE

Capital Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at https://www.strykeremergencycare.com/terms.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:	**Sarah Beth Rogers** **Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request approval of Florida Network of Children's Advocacy Centers' (FNCAC) additional allocation for one-time purchases and approval of Budget Amendment 20-21-100 and associated Resolution for Project 20054.**

STATEMENT OF ISSUE

Florida Network of Children's Advocacy Centers (FNCAC) allocated an additional $1,534.82 for one-time purchases for operating supplies.

RECOMMENDED ACTION

Move to approve Florida Network of Children's Advocacy Centers' (FNCAC) additional allocation for one-time purchases and approval of Budget Amendment 20-21-100 and associated Resolution for Project 20054.

FISCAL IMPACT

Increase to to Fund 005 (General), Cost Center 3995 (Children's Advocacy Center), Project 20054 (New Work Space) in the amount of $1,534.82.

Attachments: 20-21-100 Project 20054 New Work Station (CAC) (BA).pdf
20-21-100R Project 20054 New Work Station.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
June 1, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/1/2021** SUBMITTED BY: **Sarah Beth Rogers**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **20054** PROJECT TITLE(S): **New Work Station** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	20054	1,422.23	1,534.82		2,957.05
E	005	3995	55200Z	Proj. Operating Supplies	20054	1,422.23	1,534.82		2,957.05
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Approval of additional Funds authorized for the purchase of a new workstation and operating items for the CAC to be reimbursed by the FNCAC (Florida Network of Childrens Advocacy Centers).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-100**

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

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 20-21- _____

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

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

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

WHEREAS, to appropriate additional funding in the amount of $1,534.82 for project #20054 New Work Station that will be received from the Florida Network of Children's Advocacy Centers (FNCAC); and

WHEREAS, the funds must be appropriated to be used for a new workstation for the Children's Advocacy Center.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_____day of _____, 2021 that budget amendment 20-21-100 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-100R Project 20054 New Work Station.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of JAG-Local Grant Application FY 21-22**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office seeks Board approval for a grant to continue the work of the Behavioral Health Court Deferred Prosecution Program. This grant funds work done by Tri-County Human Services, Inc. to divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight.

RECOMMENDED ACTION

Move to approve and adopt by resolution, the attached JAG (Justice Assistance Grant) Local Grant Application, number JustGrants Application ID: A332049 and authorize the electronic submittal in accordance with the grant terms and conditions.

FISCAL IMPACT

This federal grant is for $18,473 and does not require any local match funds, so there will be an increase in Board revenue and a corresponding increase in Board expenditures with a net zero fiscal impact on the Board's general fund for FY 21-22.

Attachments: JAGD Grant Application - Sheriff.pdf

Highlands County Board of County Commissioners

JAG Local Solicitation Application FY 2021

JustGrants Application Case ID: A332049

Application Contents

Proposal Narrative
Budget Detail Worksheet
Budget Detail Narrative
Application Authority
Disclosure of Other Applications
Governing Body Review
Internal Control Questionnaire
Standard Assurances
Disclosure of Lobbying
Board Chair Certification
Application Review SF-424

Please note that the application is submitted online through the Department of Justice "JustGrants" website and formatting of submitted documents may differ from those presented herein.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
PROPOSAL NARRATIVE

Summary of Project. The Highlands County Sheriff's Office seeks funding from the U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program for the project titled "Behavioral Health Deferred Prosecution Program". This project supports the Tenth Judicial Circuit's established Behavioral Health Court in Highlands County. The Behavioral Health Court will divert mentally ill defendants away from jails and into community-based mental health treatment with judicial oversight. Using a non-adversarial approach, the program stresses a closely coordinated effort between the Court, attorneys, law enforcement and community treatment and service agencies to address complex social and behavioral health problems that cause these defendants to cycle repeatedly through the criminal justice system.

Statement of the Problem. The Mental Health Court Steering Council has identified a service gap for jail inmates in Highlands County that results in mentally ill defendants languishing in the Highlands County jail for months or longer without treatment for their illness.

Project Design and Implementation. This project would help fund contractual services provided by Tri-County Human Services, Inc. (TCHS), a private not-for-profit organization providing substance abuse, mental health and co-occurring treatment, referral and counseling services. TCHS would provide a part-time program director that would coordinate project activities in accordance with the attached Behavioral Health Deferred Prosecution Program flowchart. TCHS will evaluate inmates that meet the criteria established for participants in the Behavioral Health Court.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
PROPOSAL NARRATIVE

Capabilities and Competencies. TCHS is a respected community organization that provides high quality professional behavioral and mental health services. This project is the continuation of a successful program that diverts offenders from incarceration to rehabilitation and release through proper assessments and screenings, individual and group counseling, and various educational programs. The program has proven successful in reducing recidivism.

Project Identifiers. This project is designed to evaluate offenders for entry into the program that have the greatest chance of recovery. Project activities include, but are not limited to, the following identifiers:

Screening. Based upon referrals from project partners, offenders entering the Highlands County Jail will be screened for possible participation in the BHP.

Sentencing. Offenders meeting BHP criteria will be referred to the State Attorney for review and/or further coordination with the Court.

Drug Testing. Participants meeting BHP criteria will be routinely evaluated and tested throughout the grant period.

Individual/Group Counseling. BHP participants will receive counseling during the grant period.

Case Management. BHP participants will receive case management services during the grant period.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
PROPOSAL NARRATIVE

Plan for Collecting Data for Performance Measures. TCHS will manage the collection of data, including the number of offenders screened, the number and types of psycho-social assessments, the drug and alcohol screening required under the program. In addition, TCHS will manage the implementation and reporting required under the project's group and individual counseling programs. **Program data, deliverables and outcomes will be reported as required in the Grant Management System.**

Oher ($555): The Applicant is committed to the implementation of the FBI's National Incident-based Reporting System ("NIBRS"). The implementation of NIBRS will require changes to the Applicant's system for collecting, processing and submitting its crime statistics to the state of Florida's Uniform Crime Reporting Program ("UCR") which is coordinated by and through the Florida Department of Law Enforcement ("FDLE"). The Applicant will set aside 3% of this award ($555) which shall be solely used toward the costs of implementing NIBRS. The costs to implement NIBRS will include software, hardware and labor costs associated with extracting and submitting the required crime incident data for the Applicant's law enforcement agency to meet the NIBRS standard.

Contractual Services ($17,918): The Behavioral Health Court program utilizes the services of Tri-County Human Services, Inc. ("TCHS") which will provide the services necessary to identify and monitor inmates eligible for and enrolled in the program. The services include, but are not necessarily limited to, completion of necessary program entry forms, transitional planning necessary and appropriate for each individual, attendance at AA, NA or other support group meetings, coordinating drug tests and providing individual counseling sessions with inmates. All of the services provided by TCHS exceeding the award amount will be covered by local funds. TCHS will perform the following services to support the project:

a. Complete, update and submit required reports and documentation forms.

b. Interview inmates and collect information required to complete a comprehensive targeted case management plan.

c. Maintain records, updates, and provide case status information.

d. Collect and maintain data necessary to provide accurate grant reporting.

e. Act as liaison between mental health community and persons served.

f. Provide case management and mental health services coordination.

g. Work with Pre-Trial Release professionals to determine eligibility.

h. Coordinate efforts of the Court for each person served.

i. Monitor compliance of each person served.

j. Provide instruction in substance abuse prevention, anger management, communication and decision making skills.

We expect to execute a contract with TCHS which will require TCHS to provide monthly billing in accordance with their deliverables. The billings will be itemized in sufficient detail to provide accountability for the services rendered.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
APPLICATION AUTHORITY

The Highlands County Sheriff's Office obtained approval from the Highlands County Board of County Commissioners ("Board") to make application for the FY 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Local Solicitation grant from Randy Vosburg, the County Administrator. Randy Vosburg has been granted such authority by the Board and such authority has been recorded in records of Highlands County in Book 15 Page 496.

The application was approved for Application by the Highlands County Board of County Commissioners in a regular meeting on July 6, 2021.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
DISCLOSURE OF PENDING APPLICATIONS

The Highlands County Board of County Commissioners does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation that will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Highlands County Board of County Commissioners
JAG Local Solicitation Application FY 2021
JustGrants Application Case ID: A332049
GOVERNING BODY REVIEW

The Highlands County Sheriff's Office 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG) Local Solicitation application was reviewed and approved by the County Administrator, who has been granted legal authority by the Board of County Commissioners under authority granted by the Board and recorded in the records of Highlands County in Book 15, Page 495.

The complete application was reviewed and approved by the Highlands County Board of County Commissioners ("Board") in a regular County Commission Meeting which provided an opportunity for public comment on July 6, 2021.

Highlands County is not part of a disparate jurisdiction.

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Highlands County Board of County Commissioners
Street1: 600 S. Commerce Ave.
Street2:
City: Sebring
State: Florida
Zip Code: 33870

2. Authorized Representative's Name and Title:

Prefix: Mr. First Name: Robin Middle Name: Arthur
Last Name: Reed Suffix:
Title: HCSO Business Administrator

3. Phone: 863-402-7215 4. Fax: 863-402-7296

5. Email: rareed@highlandssheriff.org

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1921	596000655	732347830000

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ■ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: CliftonLarsenAllen LLP

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): $0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	■ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	■ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	■ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	■ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	■ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	■ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	■ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	■ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ■ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ■ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	■ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated “high risk” by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.) If "Yes", provide the following: (a) Name(s) of the federal awarding agency: (b) Date(s) the agency notified the applicant entity of the "high risk" designation: (c) Contact information for the "high risk" point of contact at the federal agency: Name: Phone: Email: (d) Reason for "high risk" status, as set out by the federal agency:	☐ Yes ■ No ☐ Not Sure

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: ROBIN A REED Date: 7/6/2021

Title: ☐ Executive Director ☐ Chief Financial Officer ☐ Chairman
■ Other: HCSO BUS ADM

Phone: 863-402-7215

U.S. DEPARTMENT OF JUSTICE

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by

the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) If this application is for an award from the National Institute of Justice or the Bureau of Justice Statistics pursuant to which award funds may be made available (whether by the award directly or by any subaward at any tier) to an institution of higher education (as defined at 34 U.S.C. § 10251(a)(17)), I assure that, if any award funds actually are made available to such an institution, the Applicant will require that, throughout the period of performance--

a. each such institution comply with any requirements that are imposed on it by the First Amendment to the Constitution of the United States; and
b. subject to par. a, each such institution comply with its own representations, if any, concerning academic freedom, freedom of inquiry and debate, research independence, and research integrity, at the institution, that are included in promotional materials, in official statements, in formal policies, in applications for grants (including this award application), for accreditation, or for licensing, or in submissions relating to such grants, accreditation, or licensing, or that otherwise are made or disseminated to students, to faculty, or to the general public.

(9) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application--

a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.

§§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(10) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self-Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(11) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name:* HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

** Street 1:* 600 S. COMMERCE AVENUE *Street 2:*

** City:* Sebring *State:* FL: Florida *Zip:* 33870-3809

Congressional District, if known: FL-017

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
USDOJ / BUREAU OF JUSTICE ASSISTANCE

7. * Federal Program Name/Description:
Edward Byrne Memorial Justice Assistance Grant Program

CFDA Number, *if applicable:* 16.738

8. Federal Action Number, *if known:*
S

9. Award Amount, *if known:*
$ 18,473.00

10. a. Name and Address of Lobbying Registrant:

Prefix: ** First Name:* NONE TO REPORT *Middle Name:*

** Last Name:* NONE TO REPORT *Suffix:*

** Street 1:* NONE TO REPORT *Street 2:*

** City:* NONE TO REPORT *State:* *Zip:*

b. Individual Performing Services (including address if different from No. 10a)

Prefix: ** First Name:* NONE TO REPORT *Middle Name:*

** Last Name:* NONE TO REPORT *Suffix:*

** Street 1:* NONE TO REPORT *Street 2:*

** City:* NONE TO REPORT *State:* *Zip:*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:** ROBIN A REED

***Name:** *Prefix:* Mr. ** First Name:* ROBIN *Middle Name:* ARTHUR

** Last Name:* REED *Suffix:*

Title: HCSO BUSINESS ADMINISTRATOR **Telephone No.:** 863-402-7215 **Date:** 06/22/2021

Federal Use Only:

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Standard Form - LLL (Rev. 7-97)

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2021 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2021 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
Printed Name of Chief Executive	Title of Chief Executive
Name of Applicant Unit of Local Government	

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 06/22/2021

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000655

* c. Organizational DUNS: 0732347830000

d. Address:

* Street1: 600 S. Commerce Ave
Street2:
* City: SEBRING
County/Parish: HIGHLANDS
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 33870-3809

e. Organizational Unit:

Department Name: HCSO

Division Name: SHERIFF'S OFFICE

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: ROBIN
Middle Name: ARTHUR
* Last Name: Reed
Suffix:

Title: BUSINESS ADMINISTRATOR

Organizational Affiliation: Highlands County Sheriffs Office

* Telephone Number: 863-402-7215
Fax Number: 863-402-7296

* Email: rareed@highlandssheriff.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Justice Assistance

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant Program

*** 12. Funding Opportunity Number:**

O-BJA-2021-35004

* Title:

BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

13. Competition Identification Number:

C-BJA-2021-00149-PROD

Title:

Category 1 - Applicants with eligible allocation amounts of less than $25,000

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

BEHAVIORAL HEALTH DEFERRED PROSECUTION PROGRAM

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-017 * b. Program/Project: FL-017

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2021 * b. End Date: 09/30/2022

18. Estimated Funding ($):

* a. Federal	18,473.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	18,473.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Robin

Middle Name: Arthur

* Last Name: Reed

Suffix:

* Title: BUSINESS ADMINISTRATOR

* Telephone Number: 863-402-7215 Fax Number: 863-402-7296

* Email: rareed@highlandssheriff.org

* Signature of Authorized Representative: ROBIN A REED * Date Signed: 06/22/2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:	**Sarah Beth Rogers** **Children's Advocacy Manager**
SUBJECT/TITLE:	**Request approval of Budget Amendment 20-21-105 to realign funds in Project 20035 Child Advocacy Trust Fund.**

STATEMENT OF ISSUE

Child Abuse Trust Fund 20/21 is currently aligned with $3,542.85 for Project Regular Salaries which will be moved to Project Contractual Services. The purpose of this is to pay for American Sign Language Interpreter services to better serve child victims and their families.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-105 to realign funds in Project 20035 Child Advocacy Trust Fund.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is realigning funds within Project 20035 (CATF 20-21) by moving $3,542.85 from account 51200Z (Project Regular Salaries) to account 53400Z (Project Contractual Services).

Attachments: 20-21-105 Proj 20035 CATF Realignment for ASL.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
June 7, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/7/2021**

SUBMITTED BY: **Mercedes McNew**

FUND(S): **005** FUND TITLE(S): **General Fund** COST CENTER(S) #: **3995**

PROJECT(S) #: **20035** PROJECT TITLE(S): **CATF 20/21** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3995	51200Z	Project RegularSalaries	20035	3,542.85		3,542.85	0.00
E	005	3995	53400Z	Project Contractual Services	20035	0.00	3,542.85		3,542.85
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To realign CATF funds to pay for ASL services to victims of child abuse and/or thier families.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-105**

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

201

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

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

SUBJECT/TITLE: **Request to approve Budget Amendment 20-21-106 and the accompanying resolution to appropriate funds in the amount of $3,096.80 to the Thunderbird Sidewalk Project from Grand Prix to Cougar, Project Number 15010, to invoice Florida Department of Transportation (FDOT) for labor.**

STATEMENT OF ISSUE

Attached, for your review and approval is Budget Amendment 20-21-106 and the accompanying resolution.

On January 16, 2020, the Board of County Commissioners and FDOT approved the Local Agency Program (LAP) Agreement between the State of Florida Department of Transportation (FDOT) and Highlands County for the design, construction, and Construction Engineering Inspection (CEI) of a five-foot-wide sidewalk on the North side of Thunderbird Road from Grand Prix to Cougar in Sebring for an approximate distance of 2,700 linear feet. This adjustment of funds is necessary to add labor charges to the project and to allow reimbursement from the LAP project.

RECOMMENDED ACTION

Move to approve the Budget Amendment 20-21-106 and the accompanying resolution in the amount of $3,196.80.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) in the amount of $3,096.80 in Cost Center 4102A (Transportation Projects), Project Number 15010 (Thunderbird Sidewalk Grand Prix to Cougar) which is being funded through the FDOT grant. In addition, $100 is being realigned from Account No. 54900Z (Project Other Charges & Obligations) to Account No. 56301Z (Project Capital Improvements), totaling $3,196.80.

Attachments: 20-21-106 Proj 15010 Thunderbird SW Grand Prix to Cougar (BA).pdf
20-21-106R Project 15010 Thunderbird Grand Prix to Cougar.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
June 16, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/14/2021**

SUBMITTED BY: **JD Langford. P.E., Assistant Co Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **15010** PROJECT TITLE(S): **Thunderbird Rd. Sidewalk Grand Prix to Cougar** 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
R	151		3344950Z	Project DOT Grant	15010	100.00	3,096.80		3,196.80
E	151	4102A	54900Z	Project Other Charges & Obligatons	15010	100.00		100.00	0.00
E	151	4102A	56301Z	Project Capital Infrastructure	15010	280,878.00	3,196.80		284,074.80
									0.00
									0.00
									0.00
									0.00

REASON: **This Budget Amendment is necessary to increase Grant Revenue and reallocate funds from 54900Z (Project Other Charges & Obligations) to 56301Z (Project Capital Infrastructure).**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-106**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

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

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

WHEREAS, the following budget amendment is necessary and proper within the Infrastructure Surtax Trust Fund; and

WHEREAS, to increase Florida Department of Transportation (FDOT) Grant Revenue in the amount of $3,096.80; and

WHEREAS, to appropriate those funds to Project 15010 to invoice FDOT for the labor charges expensed during the project.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____ , 2021 that budget amendment 20-21-106 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____

Chairperson

Attest: _____

Clerk of Courts

Approved as to Budgetary Requirements

_____

OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-106R Project 15010 Thunderbird Grand Prix to Cougar.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

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

SUBJECT/TITLE: **Request to approve Budget Amendment 20-21-109 to reallocate funds from Project #17002 (ADA Transition Plan FY 17-18) Youth Care Lane to Project #19002 (ADA Transition Plan FY 19 – 20) Tower Street.**

STATEMENT OF ISSUE

On October 21, 2020, construction of the ADA FY 17-18 Youth Care Lane Sidewalk Improvements, Project No. 17002, was completed and the remaining funding for this project was $4,405.27. Additionally, during construction of the ADA Transition Plan FY 19-20 Tower Street Sidewalk Improvements, Project No. 19002, it was discovered that additional improvements were necessary to improve the Americans with Disabilities Act (ADA) conditions. Due to the increased construction cost, additional funding is required to complete the necessary improvements. Therefore, this Budget Amendment is necessary to reallocate funds from the ADA FY 17-18 Youth Care Lane Sidewalk Improvements, Project No. 17002 to the ADA Transition Plan FY 19-20 Tower Street Sidewalk Improvements, Project No. 19002.

Attached, for your review and approval is Budget Amendment 20-21-109 in the amount of Four Thousand Four Hundred Five Dollars and twenty-seven cents ($4,405.27).

RECOMMENDED ACTION

Move to approve the budget amendment 20-21-109 and accompanying resolution in the amount of Four Thousand Four Hundred Five Dollars and twenty-seven cents ($4,405.27).

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 #17002 (ADA Transition Plan FY 17 - 18) to Project #190002 (ADA Transition Plan FY 19 – 20).

Attachments: 20-21-109 Proj Bal from 17002 to 19002 ADA Transition Funds (BA).pdf
20-21-109R Proj Bal from 17002 to 19002 ADA Transition plan (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
June 22, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **6/15/2021**

SUBMITTED BY: **Clinton Howerton, Jr., P.E., County Engineer**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **4102A**

PROJECT(S) #: **17002, 19002** PROJECT TITLE(S): **ADA Transition Plan FY 17-18, ADA Transition Plan FY 19-20** COST CENTER TITLE(S): **Transporation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Brought Forward	17002	2,621.93		2,621.93	0.00
R	151		3999110Z	Project Encumbrance Forward	17002	3,043.00		1,783.34	1,259.66
E	151	4102A	56301Z	Project Capital Infrastructure	17002	5,664.93		4,405.27	1,259.66
R	151		3999100Z	Project Fund Balance Brought Forward	19002	62,835.02	4,405.27		67,240.29
E	151	4102A	56301Z	Project Capital Infrastructure	19002	62,835.02	4,405.27		67,240.29
									0.00
									0.00
									0.00

REASON: **To Close out Project #17002 (ADA Transition Plan FY 17-18) and transfer the balance to Project #19002 (ADA Transition Plan FY 19-20).**

OFFICE USE ONLY

OMB RECOMMENDATION:

✓ Approval

Denial

REQUEST # **20-21-109**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

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

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

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

WHEREAS, to remove the funding for Project 17002 ADA Transition Plan FY 17-18 by Four Thousand, Four Hundred Five Dollars and twenty-seven cents ($4,405.27); and

WHEREAS, to appropriate those funds to Project 19002 (ADA Transition Plan FY 19-20) by Four Thousand, Four Hundred Five Dollars and twenty-seven cents ($4,405.27).

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____ , 2021 that budget amendment 20-21-109 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____

Chairperson

Attest: _____

Clerk of Courts

Approved as to Budgetary Requirements

_____

OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-109R Proj Bal from 17002 to 19002 ADA Transition plan.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **Sherry Sutphen, County Attorney**

SUBJECT/TITLE: **County Attorney Status Report**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of June __, 2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact

Attachments: COUNTY ATTORNEY LOG.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	Rebecca Cable	Review revisions to Personnel Manual	Assigned-MR/Under review
4	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
5	Priority 8	Clinton Howerton	Prepare Deed re: property on Kenilworth	Assigned SS/draft prepared
6	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
7	Priority 4	Clinton Howerton	Review e-mail regarding Phypers Agreement	Assigned-SS/Under review
8	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
9		Jennifer Willis	Review Resolution – Road Closures request – Crutchfield Groves	Assigned -SS/under review
10	Priority 7	Jennifer Willis	Review Resolution regarding vacation of roadway-Oak Beach Blvd.	Assigned SS/Under review
11	Priority 4	Dena Peterson	Review Final Plat – Dollar General Store	Assigned-SS/Under review
12	Priority 4	Thomas Haralson	Review Monday.com Agreement	Assigned-MR/under review
13	Priority 4	Chantel Brutus	Review 2021 Visit Sebring Contract	Assigned-MR/under review
14	Priority 4	Jamee Cook	Review consent letter – T-Mobile tower modification – George Blvd.	Assigned-MR/under review

15	Priority 8	JD Langford	Review letter regarding canal between lake anthorpe and lake clay	Assigned-SS/under review
16	Priority 4	Lori DeLoach	Request to prepare Construction Manager at Risk for Fire Rescue Facilities Contract	Assigned-MR/under review

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 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 June 24, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 7.6.2021.pdf
Status - Project Updates (FINAL) 7.6.2021.pdf

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Opened a Task Order for the amount of $25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent the first $25,000. Have additional $25,000 set aside in current fiscal year budget (20-21) to continue services - new PO was opened. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional $25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn provided suggested next steps/deliverables with pricing included for ongoing efforts and implementation. Working our way down the list; within the bounds of funding. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Next deliverables will include finishing draw down tests for Sun N Lake and City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	7/24/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	7/24/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	BID documents sent to FDOT for final approval	Final approval of bid docs then advertise for bid.	7/15/2021
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. started pushing out hurricane preparedness information. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan - Industry infographics are complete. Applied for and received two rural development grants through Enterprise Florida and DEO. Working to further build out the HCED website with new marketing videos, clips, infographics and other data. Looking into infrastructure grant opportunities for strategic site development. Midway through Broadband Feasibility Study. Submitted application for DEO Technical Assistance Grant to fund Highlands County Retail Market Study.	Ongoing
10	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Summary Presentation of the FY 2021/2022 Recommended Budget**

RECOMMENDED ACTION

For information purposes only

FISCAL IMPACT

None at this time.

Attachments: Rec 21-22 Budget - 7-6-21.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEAR 2021-2022

RECOMMENDED BUDGET

JULY 06, 2021

FY21-22 Recommended Budget vs FY20-21 Adopted Budget

FY20-21 Adopted Budget $159,180,897
FY21-22 Recommended Budget $156,855,425

Fund	Fund Title	FY20-21 Adopted Budget	FY21-22 Recommended Budget	Change
420	Energy Recovery	$ 3,869,470	$ 4,033,385	$ 163,915
401	Solid Waste	12,161,977	15,777,731	3,615,754
181	Fire Assessment	5,934,148	5,961,864	27,716
110	Transportation	13,353,242	12,635,562	(717,680)
151	Infrastructure	34,792,431	25,245,864	(9,546,567)
005	General Fund	73,522,179	77,685,153	4,162,974
various	All Other Funds	15,547,440	15,515,866	31,574)
	Total Budget	**$ 159,180,887**	**$ 156,855,425**	**$ (2,325,462)**

TAXABLE VALUE NOTE:

- Property Appraiser's Taxable Values for FY 21/22 are showing an increase of approximately 5.25% over FY 20/21.

- It is Staff's recommendation to limit the budget increase to 2 - 2.50% in light of the uncertain effects of COVID19 and an effort to restore the General Fund's Fund Balance to the External Auditor's recommendation and Board's Fund Balance Policy.

GENERAL FUND
MILLAGE NEEDED TO COVER INCREASE

	FY 20/21 Adopted Budget	FY 21/22 Requested Budget**	Requested Budget Increase	% Increase	Mils to Cover Increase***
General Fund Depts. - Board	$ 20,760,607	$ 21,186,560	$ 425,953	2.05%	0.079
BOCC – Other (Mandates, etc)	8,042,631	8,159,542	116,911	1.45%	0.022
Sheriff	30,507,451	33,252,631	2,745,180	9.00%	0.511
Law Enforcement-BOCC	3,195,819	3,340,054	144,235	4.51%	0.027
E911 Program/Dispatch	744,647	829,600	84,953	11.41%	0.016
Clerk of Courts	4,263,543	4,432,977	169,434	3.97%	0.032
Property Appraiser	3,221,865	3,317,018	95,153	2.95%	0.018
Tax Collector *	1,886,694	1,943,295	56,601	3.00%	0.011
Supervisor of Elections	898,922	1,223,476	324,554	36.10%	0.060
TOTAL	**$ 73,522,179**	**$ 77,685,153**	**$ 4,162,974**	**5.66%**	**0.775**

* Estimated 3.00% Increase

** Budgeting $4.55 million Fund Balance to balance

*** 0.1 Mils = $ 536,857

FUND BALANCE POSITION

September 30, 2020 Comprehensive Annual Financial Report	
Unassigned Fund Balance	$17,524,589
Fund Balance Budgeted in FY 21/22	(4,546,372)
Remaining Unassigned Fund Balance Available	$12,978,217
General Fund Recommended Budget FY 21/22	$77,685,153
100% Grant Programs	(1,936,964)
Capital Items	(294,439)
Transfers to Other Funds	(1,379,345)
Reserve for Contingency	(481,500)
Total General Fund Balance Per Policy	$73,592,905
One Month Expenditures	$ 6,132,742
Number of Months of Available Fund Balance	2.12 Months

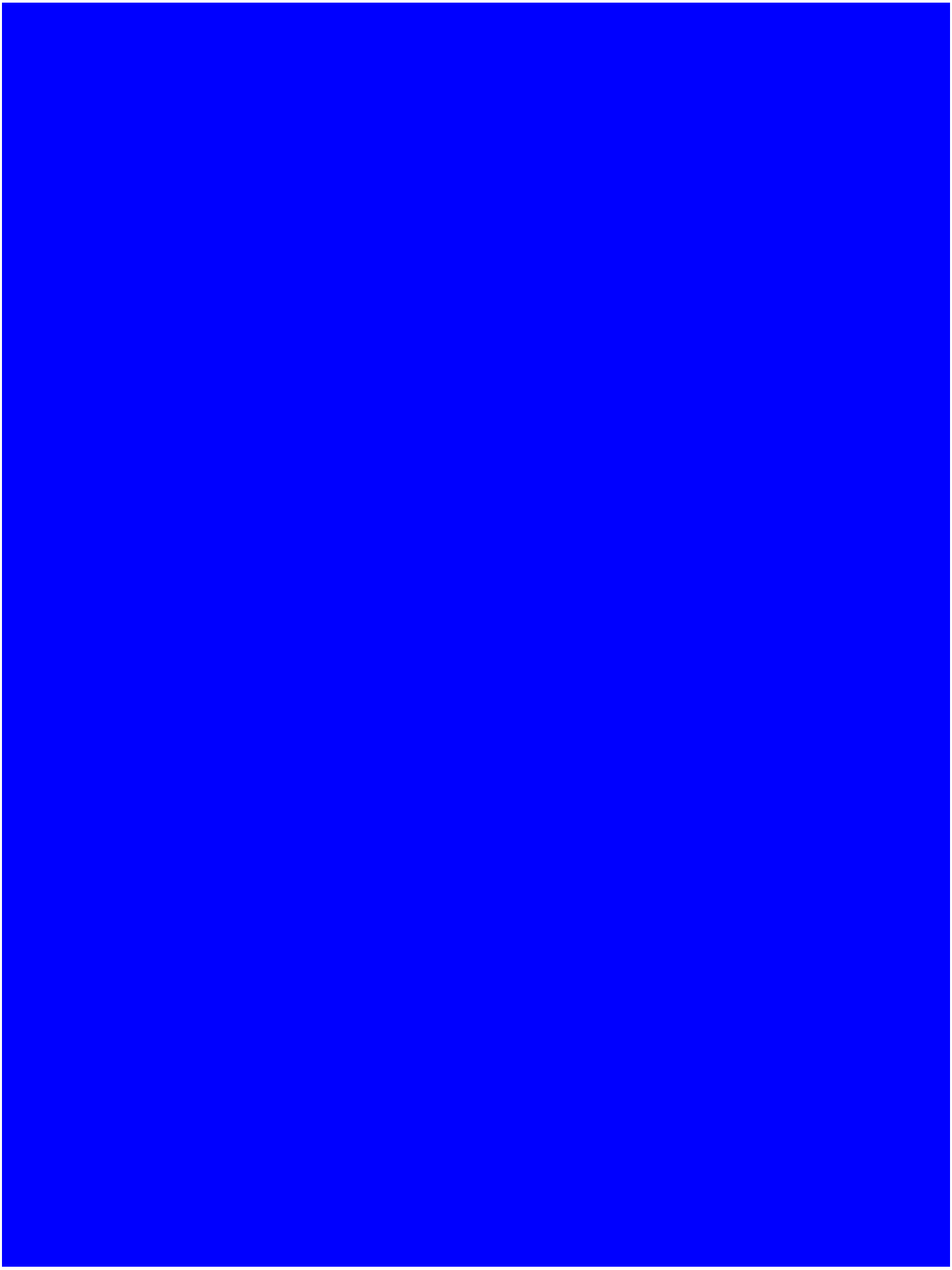
SCHEDULED BUDGET MEETINGS

- July 6, 6:00 PM – Sebring: Gov't Center
- July 7, 6:00 PM – Avon Park: Community Center
- July 8, 6:00 PM – Lake Placid: Gov't Center

- July 13, 9:00 AM – CFS & Board Dept. Workshop
- July 20, 9:00 AM – Adoption of Millage Rate, Constitutional Officers and Outside Agency Workshop

Discussion Questions





HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST:

PRESENTER:

SUBJECT/TITLE: **Hurricane Season update**

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: JuLy 6, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from June 16, through July 6, 2021

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:	**Sherry G. Sutphen, County Attorney**
SUBJECT/TITLE:	**Preliminary Resolution No. 20-21-115 Pertaining to the Re-Imposition of the Solid Waste Special Assessment**

Attachments: RES 20-21-115.pdf

RESOLUTION NO. 20-21-115

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY), PERTAINING TO THE RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR BENEFITTED ASSESSED PROPERTY; PROVIDING FOR IMPOSITION AND COMPUTATION OF SOLID WASTE SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING RESIDENTIAL SOLID WASTE ASSESSMENT SCHEDULE; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment (hereafter referred to as the "County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County desires to re-impose its annual solid waste assessment outside of the rates established in prior annual assessment Resolutions for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County has determined that it is in the best interest of its residential citizens for it to update the assessment roll and re-impose the solid waste assessment for the Fiscal Year beginning October 1, 2021.

WHEREAS, the County Code provides for the establishment of the annual solid waste assessment by resolution.

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

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

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Benefitted Assessed Property. It is hereby ascertained, determined and declared that each parcel of assessed residential property located within the geographic area of the County as described in **Exhibit "A"** attached hereto will be benefited by the County's operation of a residential solid waste collection and disposal program.

SECTION 4. Imposition and Computation of Solid Waste Assessment. The solid waste assessment shall be imposed against the Benefitted Assessed Properties until discontinued or changed.

SECTION 5. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the County Code are affirmed and incorporated herein by reference.

SECTION 6. Residential Solid Waste Assessment Schedule. The following table reflects the proposed residential solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2021:

Solid Waste Assessment Rates

Property Category	Maximum Rate Per Dwelling Unit
Residential	$240.00

SECTION 7. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary assessment roll for the Fiscal Year commencing October 1, 2021. The assessment roll shall include all Benefitted Assessed Property located within the boundaries described in Section 3 hereof.

B. It is hereby ascertained, determined and declared that the method for determining the solid waste assessment as set forth herein is a fair and reasonable method of apportioning the residential solid waste collection and disposal program cost among benefitted parcels on the assessment roll for the County.

SECTION 8. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on Tuesday, August 3, 2021, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments on the final solid waste assessment from the public and affected property owners and consider imposing the solid waste assessment for the Fiscal Year commencing October 1, 2021, collecting such assessments imposed on Benefitted Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 9. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 8 hereof in the manner and time provided in Section 8.5-45 of the County Code. The notice shall be published no later than June 29, 2021, in substantially the form attached hereto as **Exhibit "B"**.

SECTION 10. Notice by Mail. The County Administrator, or designee, shall also provide notice by first class mail to the owner of each Benefitted Assessed Property, as required by Section 8.5-45 of the County Code. Such notice shall be in substantially the form attached hereto as **Exhibit "C"**. The notices shall be mailed no later than July 12, 2021. If the County determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 11. Method of Collection. It is hereby declared that the solid waste assessment re-imposed on Benefitted Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2021.

SECTION 12. Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

SECTION 13. Savings Clause. All prior actions of Highlands County pertaining to the preliminary residential solid waste assessment rate, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 14. 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 15. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 16. 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 17. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of June 2021.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SCOTT KIROUAC, CHAIRMAN

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"

The areas to be affected by the levy shall embrace all of Highlands County, less the incorporated areas thereof, and said county boundaries are described as follows:

7.28 HIGHLANDS COUNTY - -The boundary lines of Highlands County are as follows: Beginning at the Northwest corner of Township thirty-three South, Range twenty-eight East; thence East on Township line dividing Townships thirty-two and thirty-three South, to the intersection of same with the Kissimmee River; thence southerly along the thread of said river and bordering Okeechobee County, to the intersection of the Township line dividing Townships thirty-seven and thirty-eight South with said river and boundary; thence West on said township line to the Southwest corner of Township thirty-seven South, Range thirty-two East; thence South on range line dividing ranges thirty-one and thirty-two East to the Southwest corner of Township thirty-eight South, Range thirty-two East; thence West on the Township line dividing townships thirty-eight and thirty-nine South to the Northwest corner of Township thirty-nine South, Range thirty-one East; thence South on the range line dividing ranges thirty and thirty-one East, to the Southwest corner of Township thirty-nine South, Range thirty-one East; thence West on the Township line dividing Townships thirty-nine and forty South, to the Northwest corner of Township Forty South, Range twenty-eight East; thence North on the range line dividing ranges twenty-seven and twenty-eight East to the Place of Beginning. Less the incorporated areas lying therein.

Exhibit "B"
(To be published no later than June 29, 2021)

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE SPECIAL ASSESSMENTS

Notice is hereby given that the Highlands County Board of County Commissioners, will conduct a public hearing to consider re-imposition of the Solid Waste Special Assessment for the provision of solid waste related services, facilities and programs within the unincorporated boundaries of Highlands County for the Fiscal Year beginning October 1, 2021.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 3, 2021, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6972 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The following table reflects the proposed solid waste assessment schedule being considered by the Board of County Commissioners for the Fiscal Year beginning October 1, 2021:

Solid Waste Assessment Rates

Property Category	Maximum Rate Per Dwelling Unit
Residential	$240.00

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

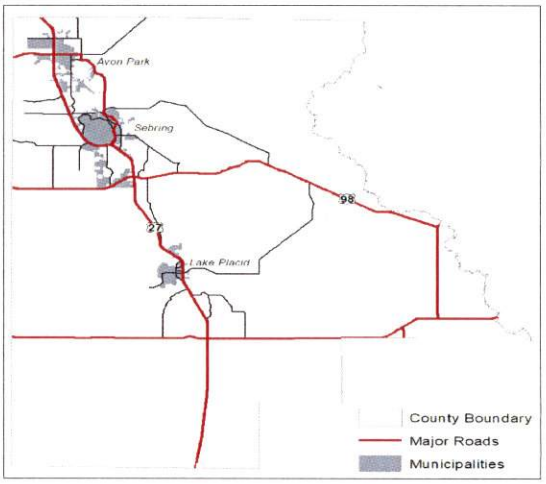


EXHIBIT "C"

Highlands County
Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

HIGHLANDS COUNTY, FLORIDA

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF SOLID WASTE

NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 12, 2021

[Site Address]
[Tax Parcel]#

[Owner Name]
[Mailing Address]

*******NOTICE TO PROPERTY OWNER*******

As required by Florida Statutes, Section 197.3632, and as directed by the Highlands County Board of County Commissioners (County) pursuant to Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, notice is hereby given that the County will consider adopting a special assessment which may be levied on your property for solid waste related services, facilities and programs within the unincorporated boundaries of the County using the tax bill collection method as set forth below:

Property Category	Dwelling Units	Fiscal Year 20-21 Rate Per Dwelling Unit	Fiscal Year 21-22 Maximum Rate Per Dwelling Unit	Fiscal Year 21-22 Maximum Total Assessment
Residential	[Units]	$173	$240	[sum]

The maximum annual solid waste assessment that can be charged without further notice for Fiscal Year 2021-22 and for future fiscal years for the above parcel is $[sum].

A hearing will be held at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 3, 2021, in the Commission Chambers at the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days of this notice. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6972 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of County action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Solid Waste Codes and Ordinances, the Preliminary Rate Resolution, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the solid waste special assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Solid Waste Special Assessment, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 6, 2021

PRESENTER:

SUBJECT/TITLE: **Preliminary Resolution No. 20-21-110 Pertaining to the Re-Imposition of the Fire Protection Special Assessment**

Attachments: RES 20-21-110.pdf

RESOLUTION NO. 20-21-110

A RESOLUTION OF THE HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (COUNTY), PERTAINING TO THE RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING A PURPOSE AND DEFINITIONS; PROVIDING FOR DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION AND COMPUTATION OF FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING A LEGISLATIVE DETERMINATION OF SPECIAL BENEFIT AND FAIR APPORTIONMENT; PROVIDING FOR COST APPORTIONMENT METHODOLOGY; PROVIDING FOR PARCEL APPORTIONMENT METHODOLOGY; PROVIDING A DETERMINATION OF FIRE SERVICES ASSESSED COSTS AND ESTABLISHMENT OF ANNUAL FIRE PROTECTION SPECIAL ASSESSMENTS; PROVIDING FOR AN ASSESSMENT ROLL; PROVIDING AUTHORIZATION FOR PUBLIC HEARING; PROVIDING FOR NOTICE BY PUBLICATION; PROVIDING FOR NOTICE BY MAIL; PROVIDING FOR METHOD OF COLLECTION; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances (hereafter referred to as the "County Code" or "Ordinance"), which authorizes the annual imposition of Fire Protection Assessments for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

WHEREAS, on April 17, 2018, the County adopted the preliminary fire assessment through Resolution 17-18-60 and on July 10, 2018, the County adopted the final initial fire assessment through Resolution 17-18-112 ("Final Initial Assessment Resolution"); and

WHEREAS, the imposition of a Fire Protection Assessment for fire protection services, facilities and/or programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Protection Assessed Cost among parcels of Assessed Property; and

WHEREAS, the County desires to re-impose Fire Protection Assessments outside of the rates established in prior annual assessment Resolutions for the funding of fire protection services, facilities and/or programs that provide special benefits to Assessed Property within the County; and

WHEREAS, in order to impose the Fire Protection Assessment outside of the rates established in prior annual assessment Resolutions, the Ordinance requires that the County adopt a Preliminary Assessment Resolution, commence the process of updating the assessment roll, and re-imposing Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the fire protection services, facilities and/or programs to be provided to Assessed Property; describes the method of apportioning the Fire Protection Assessed Cost to compute the Fire Protection Assessment for fire protection services, facilities and programs against Assessed Property; estimates rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance;

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

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

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, the Final Assessment Resolution 17-18-112, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.

A. This Resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance and the Final Initial Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Delivery and Funding of Fire Protection Services, Facilities and Programs.

A. Upon the imposition of a Fire Protection Assessment for fire protection services, facilities and/or programs against Assessed Property located within the geographic area of the County, the County shall provide such fire protection services, facilities and/or programs to such Assessed Property. All or a portion of the cost to provide such fire protection services, facilities and/or programs shall be funded from proceeds of the Fire Services Assessments. The remaining cost, if any, required to provide fire protection services, facilities and programs shall be funded by available County revenues other than Fire Protection Assessment proceeds.

B. It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the geographic area of the County will be benefited by the County's provision of fire protection services, facilities and/or programs in an amount not less than the Fire Services Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. Imposition and Computation of Fire Protection Special Assessments. Fire Protection Special Assessments shall be imposed within the County until discontinued or changed. Fire Services Special Assessments shall be computed in a manner set forth in this Preliminary Rate Assessment Resolution.

SECTION 6. Legislative Determination of Special Benefit and Fair Apportionment. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Final Initial Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 7. Cost Apportionment Methodology. The Cost Apportionment embodied in Section 5 of the Final Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

SECTION 8. Parcel Apportionment Methodology. The Parcel Apportionment embodied in Section 5 of the Final Initial Assessment Resolution is hereby affirmed and incorporated herein by reference. It is hereby determined that the Parcel Apportionment methodology described and determined in the Final Initial Assessment Resolution is to be applied in the calculation of the estimated Fire Protection Assessment rates established in Section 9 of this Preliminary Rate Resolution.

SECTION 9. Determination of Fire Protection Assessed Costs and Establishment of Annual Fire Protection Special Assessments.

A. The Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year beginning October 1, 2021, is $5,962,890.

B. The estimated Fire Protection Special Assessment to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Protection Assessed Cost for the Fiscal Year beginning October 1, 2021, is hereby established as follows for the purpose of this Preliminary Rate Resolution:

Preliminary Fire Protection Special Assessment Rates (100% of Assessable Costs)

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.04900
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial Industrial/Warehouse Institutional	$.07350 $.06738 $.07350
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$26.95095

The Estimated Gross Revenue for Fiscal Year 2021-21 is $6,107,986; estimated exempt buy-down is $405,118; Estimated Net Revenue, therefore, is $5,702,868.

i. No Fire Protection Assessment shall be imposed upon parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

Code	**Parcel Type**
76	Cemetery
80	Vacant Governmental

82/97	Forest/Park/Recreation
83	Public Schools
84	Colleges
86	County
87	State
88	Federal
89	Municipal
94	Rights of Way
95	Rivers, Lakes, Submerged Land
96	Wasteland/Marsh

ii. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

iii. The approval of the Estimated Fire Protection Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Protection Assessed Costs. The remainder of such Fiscal Year budget for fire services, facilities, and programs shall be funded from available County revenue other than Fire Protection Assessment proceeds.

iv. The estimated Fire Protection Assessments specified in the Estimated Fire Protection Assessment Rate Schedule are hereby established to fund the specified Fire Protection Assessed Costs determined to be assessed for the Fiscal Year 2021-22. No portion of such Fire Protection Assessed Costs are attributable to impact fee revenue that funds capital improvements necessitated by new growth or development. Further, no portion of such Fire Protection Assessed Costs are attributable to the Emergency Medical Services Cost.

v. The estimated Fire Protection Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the County Administrator in the preparation of the preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021 as provided in Section 10 of this Preliminary Rate Resolution.

C. The above stated Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of

each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

SECTION 10. Assessment Roll.

A. The County Administrator is hereby directed to prepare, or cause to be prepared, a preliminary Assessment Roll for the Fiscal Year commencing October 1, 2021. The Assessment Roll shall include all Assessed Property. The County Administrator shall apportion the estimated Fire Protection Assessed Cost to be recovered through the Fire Services Assessments in the manner set forth in this Preliminary Rate Resolution.

B. A copy of the Ordinance, the Final Initial Assessment Resolution, this Preliminary Rate Resolution, documents related to the estimated amount of the Fire Protection Assessed Cost to be recovered through the imposition of Fire Protection Assessments, and the preliminary Assessment Roll shall be maintained on file in the Office of the County Administrator and open to public inspection. The foregoing shall not be construed to require that the preliminary Assessment Roll be in printed form if the amount of the Fire Protection Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

C. It is hereby ascertained, determined, and declared that the method for determining the Fire Protection Assessments for fire protection services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among parcels of Assessed Property within the County.

SECTION 11. Authorization for Public Hearing. There is hereby established a public hearing to be held at 9:00 a.m., on Tuesday, August 3, 2021, in the Commission Chambers of the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring Florida, 33870, at which time the County will receive and consider any comments on the Fire Protection Assessment from the public and affected property owners and consider imposing the Fire Protection Assessments for the Fiscal Year commencing October 1, 2021, collecting such assessments imposed on Assessed Property within the County on the same bill as ad valorem taxes pursuant to the Uniform Assessment Collection Act.

SECTION 12. Notice by Publication. The County Administrator, or designee, shall publish notice of the public hearing authorized by Section 11 hereof in the manner and time provided in Section 9-623 of the County Code. The notice shall be published no later than June 29, 2021, in substantially the form attached hereto as **Exhibit "A"**.

SECTION 13. Notice by Mail. The County Administrator, or designee, shall also provide notice by first class mail to the owner of each Assessed Property, as required by Section 9-624 of the County Code. Such notice shall be in substantially the form attached hereto as **Exhibit "B"**. The notices shall be mailed no later than July 12, 2021. If the County determines that the truth-in-millage ("TRIM") notice that is mailed by the Property Appraiser under Florida Statutes, Section 200.069, also fulfills the requirements of this section, then the separate mailing requirement will be deemed to be fulfilled by the TRIM notice.

SECTION 14. Method of Collection. It is hereby declared that the Fire Protection Assessments re-imposed on Assessed Property in the County shall be collected and enforced pursuant to the Uniform Assessment Collection Act for the Fiscal Year beginning October 1, 2021.

SECTION 15. Application of Assessment Proceeds. Proceeds derived by the County from the Fire Protection Assessments will be utilized for the provision of fire protection services, facilities and programs. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire protection services, facilities and programs.

SECTION 16. Savings Clause. All prior actions of Highlands County pertaining to the preliminary fire protection assessment rates, which are the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 17. 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 18. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 19. 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 20. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of June 2021.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT

SCOTT KIROUAC, CHAIRMAN

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
(To be published no later than June 29, 2021)

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors of the Highlands County Fire Protection Municipal Service Benefit Unit, will conduct a public hearing to consider re-imposition of the Fire Protection Special Assessment for the provision of fire protection services within the unincorporated boundaries of Highlands County and the Town of Lake Placid for the Fiscal Year beginning October 1, 2021.

The public hearing will be held at 9:00 a.m., or as soon thereafter as possible, on August 3, 2021, in the Board Chambers at the Highlands County Administration Building, 600 S. Commerce Avenue, Sebring, Florida, 33870, for the purpose of receiving public comment on the proposed assessments. This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6509 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

The assessments for each parcel of property will be based upon each parcel's Property Use classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire services assessment schedule being considered by the Board of Supervisors for the Fiscal Year beginning October 1, 2021:

Fire Protection Assessment Rates

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.04900
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$.07350
Industrial/Warehouse	$.06738
Institutional	$.07350
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$26.95095

The above listed Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

Copies of the Fire Protection Special Assessment Ordinance, the Final Initial Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Special Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2021, as authorized by Florida Statutes, Section 197.3632. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If you have any questions, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

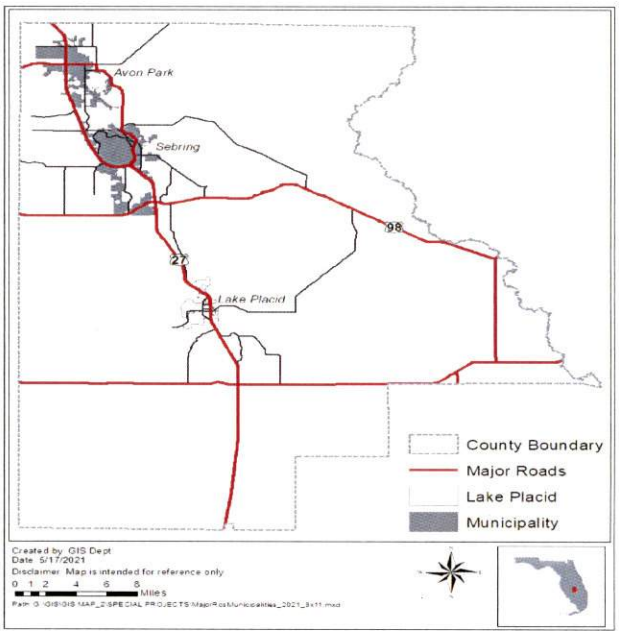


EXHIBIT "B"

Highlands County
Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

HIGHLANDS COUNTY, FLORIDA

NOTICE OF HEARING TO RE-IMPOSE AND PROVIDE FOR COLLECTION OF FIRE PROTECTION SERVICES

NON-AD VALOREM ASSESSMENTS

NOTICE DATE: JULY 12, 2021

[Site Address]
[Tax Parcel]#

[Owner Name]
[Mailing Address]

*****NOTICE TO PROPERTY OWNER*****

As required by Florida Statutes, Section 197.3632, and as directed by the Highlands County Fire Protection Municipal Service Benefit Unit (County) pursuant to Highlands County Code of Ordinances, Chapter 9, Article XLI, notice is hereby given that the County will consider re-imposing a special assessment which may be levied on your property for fire protection services, facilities and programs using the tax bill collection method. The total fire assessment revenue to be collected for the fire protection services special assessments for Fiscal Year 2021-22, within the County, is estimated to be $5,702,868. However, this amount only represents a portion of the County's fire services budget. The assessment is based on the classification of each parcel of assessed property and number of billing units contained within the specified Property Use Categories.

Property Use Category	Unit	Fiscal Year 20-21 Rate Per Unit	Fiscal Year 21-22 Rate Per Unit
Residential	Square foot	$0.04580	$0.04900
Commercial	Square foot	$0.06869	$0.07350
Industrial/Warehouse	Square foot	$0.06297	$0.06738
Institutional	Square foot	$0.06869	$0.07350
Land	Parcel	$25.18780	$26.95095

The above-listed parcel has the following units:

Property Use Category	Billing Units	Fiscal Year 21-22 Assessment
[Property Use Category]	[Units]	$[Charge]
[Property Use Category]	[Units]	$[Charge]
	$[Sum]	

The maximum annual fire protection services assessment that can be charged without further notice for Fiscal Year 2021-22 is $[Sum].

Thereafter the Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

A hearing will be held at 9:00 a.m., or as soon thereafter as possible, on Tuesday, August 3, 2021, in the Commission Chambers at the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, for the purpose of receiving public comment on the proposed assessments.

All affected property owners have a right to appear at the hearing and to file written objections with the Board of Supervisors within 20 days of this notice. If a person decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be based.
In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the Human Resources, ADA Coordinator no later than seven (7) days prior to the proceedings: Telephone (Voice) (863) 402-6972 or by Florida Rely Service 711 or by E-mail to: HRManager@Highlandsfl.gov.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days after the date of County action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Protection Special Assessment Ordinance, the Final Initial Assessment Resolution, the Preliminary Rate Resolution initiating and imposing the Fire Protection Assessment, the preliminary assessment roll, and other documentation related to the proposed re-imposition of the Fire Protection Special Assessment are available for inspection at the County Administrator's office located in the County Administration Building, 600 S. Commerce Avenue, Sebring, Florida 33870, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Both the fire protection services non-ad valorem assessment amounts shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November 2021. Failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your Fire Protection Special Assessment, please contact the County at (863) 402-6500 between 8:00 a.m. and 5:00 p.m., Monday through Friday.

*******THIS IS NOT A BILL*******