HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, June 04, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, June 5, 2024, at 1:30 p.m., in the Board Room, 600 S. Commerce Ave., Sebring, FL

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, June 11, 2024, in the Board Room, 600 S. Commerce Ave., Sebring, FL

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing June 3 through June 7, 2024, as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.*
Beverly Singley, Code Enforcement Administrator
There is no fiscal impact.
Proclamation for Code Enf 2024.pdf

6.B *Highlands County Economic Development June 2024 Update*
Sarah Beth Rogers, Executive Manager of Business and Economic Development
There is no fiscal impact.
BOCC June 2024_EDC Update.pdf

6.C *2024 Communication Upgrade Project, Motorola Solutions Presentation.*
Chas Elliott, Motorola Solutions
Manufacturer Representative
There is no fiscal impact.
Highlands Co-2024 Communications Upgrade (1).pdf

6.D *Presentation of Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2024, (as of March 31, 2024).*
Clerk of Courts Accounting Manager Jackie Gabrus

Q2 2024 BCC Quarterly Financial Report.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request adoption of Resolution 23-24-121 for Budget Amendment 23-24-113 to realign unused funds from Transportation Trust Construction Projects to General Fund Building Project #20077.*
Jonathan Harrison, Road & Bridge Director
No fiscal impact to Fund 151 (Infrastructure Surtax). Merely transferring funds needed for the Road and Bridge facility Project #20077 (R&B Building Expansion-ARPA) in the amount of $60,275.18 with a net fiscal impact of $0.00.
23-24-113 Proj 19036, 20065 Xfer to Proj 20077 R&B Bldg Expansion (BA).pdf
23-24-113R Proj 19036, 20065 Xfer to Project 20077 R&B Bldg Expansion (Resolution).pdf

8.B *Request approval of Budget Amendment 23-24-057 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the City of Sebring for the renovation of dugouts, ball field fencing and shades for bleachers at the Max Long Recreation Complex, with the stipulation that the City of Sebring has 5 days to approve the agreement in its exact form with no revisions, otherwise the agreement will be null and void and have no further force or effect.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact is to transfer $126,301.00 within Fund 151 (Infrastructure Surtax) from cost center 6101A (Recreational Dept), account 56300 (Improvements Other Than) to account 58100Z, (Aid to Govt Agency Project) for Project 23054 (Max Long Dugouts, Fence and Shade Improvements).
23-24-057 Proj 23054 Max Long Improvements_Allocating Funds.pdf
Interlocal agreement - City of Sebring Max Long Renovations.pdf

8.C *Request approval of an Agreement with RSC INSURANCE BROKERAGE, INC. d/b/a RISK STRATEGIES COMPANY, f/k/a Gehring Group, Inc as Agent of Record for Health Benefits.*
Sherri Bennett, HR Manager
There is no fiscal impact.
Agreement RSC fka Gehring Group apv by lgl 5-2024.pdf

8.D *Request approval of the Agreement with Madden Media to perform Website design, creation and maintenance services for Visit Sebring.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. The total contract cost for design and creation of the Website with Madden Media is $84,460.00. This item was planned for and budgeted in the Tourist Development Division's budget for fiscal year 2023-2024 and will be paid from Fund 152 (Tourism Development), Cost Center 5305 (Marketing and Promotions), Account 54800 (Promotional Activities).
Visit Sebring-Madden_Piggyback_May 20 2024 (002).pdf

8.E *Request adoption of Resolution 23-24-118 and approval of the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".*
JD Langford, P.E., County Engineer
There is no fiscal impact.
Res. 23-24.118 - Traffic Maintenance.AMEND 9 - clean copy.pdf

8.F *Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $15,684.00, and adopt Resolution 23-24-116 for Budget Amendment 23-24-109.*
Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $15,684.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).
Florida Blast - Crabs Lacrosse Tournament.FSF Grant.pdf
23-24-109 Proj 23082 2024 FL Blast_Crabs Lacrosse Tournament (BA).pdf
23-24-109R Project 23082 2024 Florida Blast - Crabs Lacrosse Tournament (Resolution).pdf

8.G *Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $1,732.00, and adopt Resolution 23-24-117 for Budget Amendment 23-24-110.*
Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $1,732.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).
2024 LIQUI MOLY PRO.FSF Grant.pdf
23-24-110R Project 23083 2024 Liqui Moly Pro Watercross National Tour (Resolution).pdf
23-24-110 Proj 23083 2024 Liqui Moly Pro Watercross Nat'l Tour (BA).pdf

8.H *Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $4,513.00, and adopt Resolution 23-24-115 for Budget Amendment 23-24-108.*

Leah Sauls, Development Services Director
Casey Hartt, Lead Tourism Marketing Consultant
The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $4,513.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).
USA Lacrosse Florida Hall of Fame.FSF Grant.pdf
23-24-108R FSF Small Market Grant for 2024 USA Lacrosse Florida Hall of Fame _ All American Festival (Resolution).pdf
23-24-108 Proj 23081 2024 USA Lacrosse FL Hall of Fame _ All American Festival (BA).pdf

8.I *Request adoption of Resolution 23-24-114 for Budget Amendment 23-24-107 to appropriate HDB (Hospital District Board Fund) grant funds awarded.*
Gail T. Werley, CAC Manager

The fiscal impact is an increase to Fund 005 (General), Cost Center 3995, Project 23078 (Hospital District Board) in the amount of $38,000.00.

23-24-107 Project 23078 Hospital Distric Board 23-24 (BA).pdf

23-24-107R Project 23078 Hospital Distric Board 23-24 (Resolution).pdf

8.J *Request adoption of Resolution 23-24-112R for Budget Amendment 23-24-122 to close Project 21110 Concurrency and Long Range Transportation Plan (LRTP) Updates, and transfer funds to Project 23049 Evaluation and Appraisal Report.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is merely transferring funds from Project 21110 (Concurrency /LRTP Updates, cost center 2700 (Planning & Zoning), account 53100Z (Project Professional Svcs) to Project 23049 (Evaluation & Appraisal Report), cost center 2700, account 53100Z in the current fiscal year.

23-24-112R Proj 23049 EAR Xfer fm Proj 21110 Concurrency_LRTP (Resolution).pdf

23-24-112 23049 Proj 23049 EAR Xfer fm Proj 21110 Concurrency_LRTP (BA).pdf

8.K *Request to change the Assistant County Engineer position to Assistant County Engineer Transportation, increase the Pay Grade to 120, and modify the job description.*
JD Langford, P.E., County Engineer
There is no fiscal impact.

Asst County Engineer Transportation - 5-10-24_Agenda Copy.pdf

8.L *Request to increase the County Engineer Pay Grade from 121 to 122.*
Laurie Hurner, County Administrator
The fiscal impact will be a $4,803 increase to 110 (Transportation Trust) salaries and wages.

County Engineer job Description (Revised)

8.M *Request approval of the job description and pay grade for the Parks & Recreation Assistant Supervisor position.*
Brandon Gunn, Parks & Facilities Director
No fiscal impact.

Parks Rec Assistant (0929) 05.21.24.pdf

9 COMMITTEE ASSIGNMENTS:

9.A *Request appointment of Debra Worley of Lake Placid Town Council as a Regular Member to the Tourist Development Council with term expiring June 2026, fulfilling the Elected Officials vacancy previously occupied by Charlie Wilson.*
Leah Sauls, Development Services Director
There is no fiscal impact.

D. Worley TDC Letter of Recommendation.pdf

FL Tourism Statute 125.0104.pdf

10 PUBLIC HEARING

11 ACTION AGENDA

11.A *Request adoption of Resolution 23-24-119 for Budget Amendment 23-24-111 to*

realign unused Fire Loan funds from Lake Placid Fire Station, Project #18051, to Spring Lake Fire Station, Project #21104.
Tiffany Gunn, Capital Projects Manager
Mitch Thomas, Assistant County Engineer - Stormwater
The fiscal impact to Fund 355 (HCFIRN LTD Capital Exps) is a decrease of $2,329,304.36 in project #18051 (Fire Rescue Station 36), cost center 2685 (HCFPIRN LTD Capital Exps), account 56200Z (Project Buildings) and an increase of $2,329,304.36 to project #21104 (Spring Lake Fire Station 20), cost center 2685, account 56200Z, for a net fiscal impact of $0.00.
23-24-111 Xfer Proj 18051 LP Fire Station 36 to Proj 21104 Spring Lake Fire Station 20 (BA).pdf
23-24-119R Xfer Proj 18051 LP Fire Station 36 to Proj 21104 Spring Lake Fire Station 20 (Resolution).pdf

11.B *Request for direction in continuing the Tourism Development Council's (TDC) path towards private-public partnership for Indoor Multipurpose Sports Facility and Complex, entertaining donation of land to County for the development of Facility, and returning to County Commissioners with TDC-approved detailed plan for development of Facility.*
Jason Boudrie, Founder and CEO of Synergy Sports
Leah Sauls, Development Services Development
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact from this item.
Sports Tourism History since 2020.pdf
Feasibility Study Presentation-06042024-BOCC (8.5 x 11 Size Formatting).pdf

11.C *Request for direction in continuing the Tourism Development Council's path researching the topic of outsourcing management of the Highlands County Multi-Sports Complex.*
Jason Boudrie, Founder and CEO of Synergy Sports
Leah Sauls, Development Services Development
Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
Sports Tourism History since 2020.pdf
Background Sports Complex Management.pdf

11.D *Request to adopt Resolution 23-24-125 for Budget Amendment 23-24-115 to realign unused funds from Special Needs Shelter project to fund current under funded Capital projects and close Special Needs Shelter project # 20071.*
Tiffany Gunn, Capital Projects Manager
The fiscal impact is a decrease to Fund 005 (General) in the amount of $3,572,527.05 which is being transferred to Fund 151 (Infrastructure Surtax) resulting in an increase in the same amount of $3,572,527.05 which is being allocated between several projects as detailed above. In addition, $1,489,930.00 is being reallocated within projects in Fund 005 with a net fiscal impact of $0.00 and $500,163.72 is being reallocated within projects in Fund 151 with a net fiscal impact of $0.00.
23-24-115 Special Needs Shelter Funds Reallocation (BA).pdf
23-24-115R Special Needs Shelter Funds Reallocation (Resolution).pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal_Long_Range_Log.docx

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

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Letter of support for South Florida State College Cultural Programs' grant application from the Florida Division of Arts and Culture. Upon legal review, the letter was sent to Laurie for Signature.*
Laurie Hurner, County Administrator.
There is no fiscal impact.
BCC LOS SFSC Arts..pdf

14.B *Board payables from June 4, 2024, through June 17, 2024*

15 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: June 4, 2024

PRESENTER: **Beverly Singley, Code Enforcement Administrator**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing June 3 through June 7, 2024, as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.**

STATEMENT OF ISSUE

The Florida Association of Code Enforcement (F.A.C.E.) recognizes the first week of June as Code Enforcement Officials Appreciation week and encourages the participation of local governments in recognition of this as well. Code Enforcement Officials provide for the safety, health, and welfare of the citizens of our County, and they are dedicated, well trained, and highly responsible individuals, who are proud to serve our community.

RECOMMENDED ACTION

Move to approve a Proclamation recognizing June 3 through June 7, 2024, as "Code Enforcement Officials Appreciation Week" in Highlands County, Florida.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Proclamation for Code Enf 2024.pdf

PROCLAMATION

WHEREAS, Code Enforcement Officers provide for the safety, health, and welfare of the citizens in the community through the enforcement of noise, zoning, watering, nuisance abatement, environmental, development orders and other codes and ordinances: and,

WHEREAS, Code Enforcement Officers are responsible for improving neighborhoods and the quality of lives of the residents in and community; and

WHEREAS, everyday assisted by program staff, they attempt to provide quality customer service to the public for the betterment of the community; and,

WHEREAS, too many times, their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and,

WHEREAS, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their division and the local government within which they serve; and,

WHEREAS, the Florida Association of Code Enforcement (F.A.C.E.) has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers; and,

WHEREAS, the Highlands County Commission has declared the first week of June be set aside to honor and recognize the Code Enforcement Officers;

NOW THEREFORE, the Highlands County Board of County Commissioners, Highlands County, Florida, does hereby recognize June 3rd, through June 7th, 2024, as **CODE ENFORCEMENT OFFICERS' APPRECIATION WEEK in HIGHLANDS COUNTY, FLORIDA**.

Done and adopted this 6th day of June 2024.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin Roberts, Chairman

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Highlands County Economic Development June 2024 Update**

STATEMENT OF ISSUE

The Economic Development Office would like to provide an update to the Board of County Commissioners

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: BOCC June 2024_EDC Update.pdf


HIGHLANDS COUNTY
ECONOMIC DEVELOPMENT

OUR TEAM



Sarah Beth Rogers

Executive Manager of Business and Economic Development

Focus Area:
Site Development



Yarima Cuencas

Economic Development Manager

Focus Area:
Workforce and Education



Kelsie Little

Economic Development Coordinator

Focus Area:
Business Retention and Expansion



Commissioner Don Elwell

Commissioner Liaison



Ray Royce

Chairman

ACTIVITY

QUARTER 1 AND QUARTER 2
OCTOBER 2023 - MARCH 2024



PROJECT PIPELINE

October 2023

We were managing 15 projects; 8 of them had chosen Highlands County at the time.

June 2024

Currently, we are managing 20 projects; 9 of which have chosen Highlands County.

Pending Projects Stats

Industry	Expected Job Count
Manufacturing	557
Value-Added Agriculture	325
Food Processing	50
Total	**932**

Expected Projects Stats

Industry	Expected Job Count
Manufacturing	25
Value-Added Agriculture	70
Aviation	40
Distribution	50
Tourism	80
Total	355

PROJECT HIGHLIGHTS

Project HG:

Value-added Agriculture

They have completed their land purchase and are set to go in front of June's P+Z hearing.

Job Count: ~80

Expected Capex: ~$35mil

Project Extrusion:

Adaptive Reuse

They purchased a vacant building and created a fabrication facility. It is set to be fully operational this summer.

Job Count: 12-40

Expected Capex: ~$3mil

Project AFT:

Aviation

They have purchased a parcel for a small portion of their project; they are in pursuit of a lease for the rest of their project.

Job Count: ~20

Expected Capex: ~$3mil

Project Steel:

Business Retention and Expansion

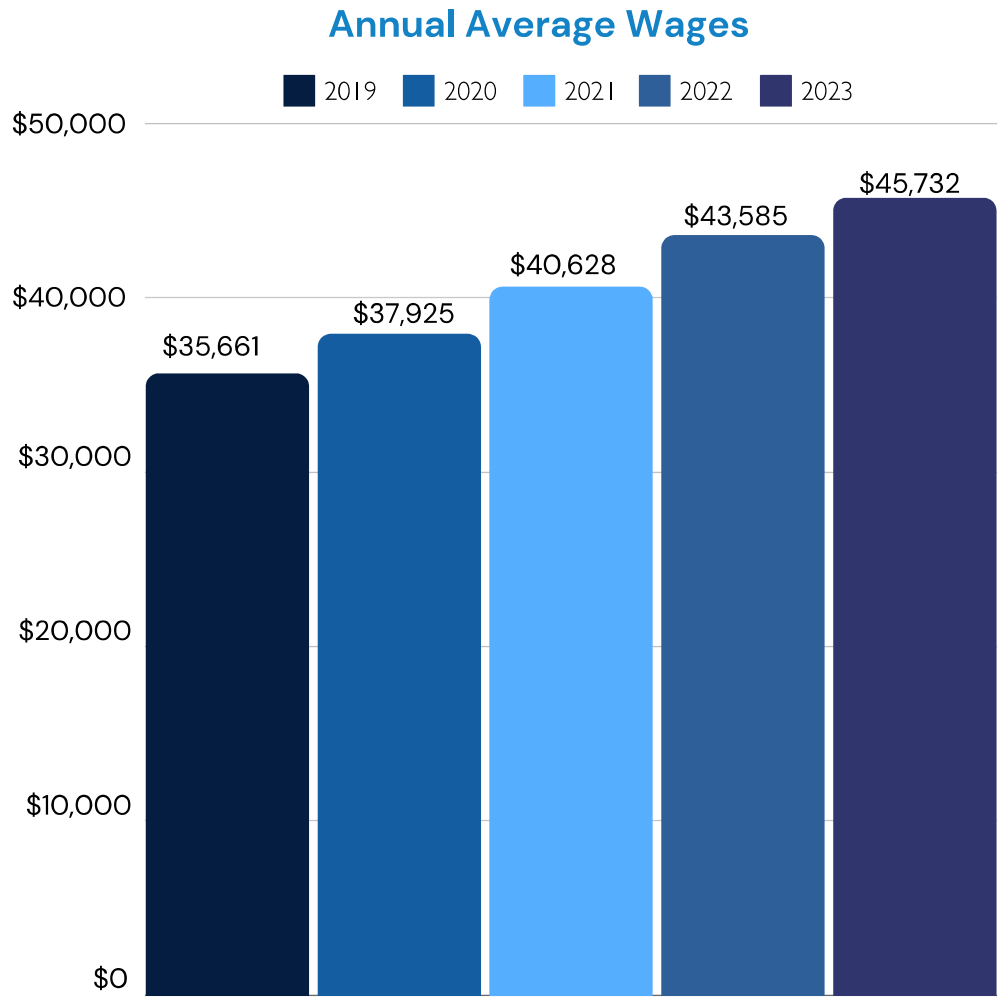
They are current business owners in Highlands County looking for a larger space. They have a parcel under contract for a new build.

Job Count: ~50

Expected Capex: ~$20mil

PROJECT AND DEVELOPMENT TRENDS

- Wage growth
- Increased interest in:
  - Manufacturing
  - Aviation
- Increased inquiries about:
  - Research and Development
  - Transportation



Source: FL Commerce

TOOLKIT

HIGHLANDS COUNTY TAX ABATEMENT PROGRAM

Provides up to 100% ad valorem tax abatement for up to 10 years to new or expanding businesses.

Businesses must hire at least 10 new jobs at 125% of our county's annual wage.

Based on the state's 2022 wage requirements, Highlands County's average wage is $42,580.

STATE OF FLORIDA RESEARCH AND DEVELOPMENT TAX CREDIT (SF 220196)

Provides a corporate income tax credit for qualified research expenses in Florida for eligible businesses in the targeted industries:

Manufacturing
Life Sciences
Information Technology
Aviation
Aerospace
Homeland Security
Cloud information Technology
Marine Sciences
Materials Science
Nanotechnology



FL COMMERCE VISIT

The Florida Secretary of Commerce, J. Alex Kelley, visited Highlands County in April, with the visit taking place at Sebring Regional Airport. During the visit, our office presented an economic development overview of the county, discussed needs and goals, and toured Citrapac, one of the department's initial success stories.

NEXT QUARTER'S GOALS



Business Retention and Expansion Programming



Project movement



Focusing marketing efforts on SEO and SEM



HIGHLANDS COUNTY

ECONOMIC DEVELOPMENT

Sarah Beth Rogers

Executive Manager of Business and Economic Development

863-402-6906 / srogers@highlandsfl.gov

Yarima Cuencas

Economic Development Manager

863-402-6953 / yacuencas@highlandsfl.gov

Kelsie Little

Economic Development Coordinator

863-402-6924 / klittle@highlandsfl.gov

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Chas Elliott, Motorola Solutions** **Manufacturer Representative**
SUBJECT/TITLE:	**2024 Communication Upgrade Project, Motorola Solutions Presentation.**

STATEMENT OF ISSUE

A presentation overview of the necessary communication upgrades.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Highlands Co-2024 Communications Upgrade (1).pdf

Highlands County, FL

2024 Communications Upgrade Project

MOTOROLA SOLUTIONS

Background

Where We Are Today

Regional Communications System

Polk County hosts the master site for DeSoto, Hardee, and Highlands County to create a regional, four-county 800 MHz P25 radio system. This system supports public safety and local government agencies based in each County, as well as State & Federal agencies that access the system for interoperability.

System Upgrade Agreement

All four counties have an upgrade agreement in place, ensuring they are simultaneously upgraded at planned intervals to the latest version of software available from Motorola Solutions.

Highlands County Infrastructure

The existing Highlands County radio system was purchased in 2012 and is comprised of (5) tower sites being controlled by a single prime site. The prime site is connected back to Polk County's master site.

Highlands County Subscriber Devices

There are roughly 750 portable (handheld) and mobile (in-vehicle) radios provisioned for use on the system by Highlands County agencies. The majority of these devices were purchased in 2013.

Proposed Project Overview

Where We Are Going

Virtualized Redundant Prime Sites

Upgrading the existing Prime Site to a Virtualized Prime Site and adding a Geo-Redundant Virtualized Prime Site

End-user Subscriber Devices for the Sheriff's Office

(260) APX N70 portable radios and associated accessories.

End-user Subscriber Devices for Fire Rescue

(115) APX NEXT XE portable radios and associated accessories
(25) APX N70 portable radios and associated accessories

Virtualized Redundant Prime Sites

Upgrading a site, adding a site

Serviceability
The existing prime site is a 12 year old hardware-driven platform that is end of life. In order to continue to service the prime site, it must be upgraded to the latest technology.

Continuity
The other counties that utilize a prime site on the regional system have already contracted or implemented their Virtualized Prime Site. Highlands County will need to do the same in order to receive software updates and remain a part of the regional system.

Flexibility
To add additional capacity to the radio system in the future, a Virtualized Prime Site is required as the current hardware-driven platform is no longer manufactured.

Redundancy
Hot-standby configuration so that if the primary site fails, the redundant site takes control immediately. All hardware and software is also independently redundant at each site.

Software Based
Self-healing virtual voting applications are level loaded across all controllers and this allows for software-based expansions.

Smaller Footprint
Moving to a Virtualized Prime Site platform saves physical space, electrical current draw, and HVAC loading.

Sheriff's Office Portable Radios

(260) APX N70 and associated accessories

1. **Lifecycle Refresh**
   The State of Florida Law Enforcement Communications Plan guidelines recommend replacement of portable radios every 6 years. The current APX 6000 portable radios are 11 years old and end of life.

2. **Coverage Enhancements**
   Utilizing integrated broadband technology in the device to extend coverage beyond the regional system's coverage.

3. **9-1-1 Integration**
   Further leveraging the integrated broadband technology to report the device's location at a <10 second cadence and the ability to overlay that location onto the 9-1-1 map.

4. **Situational Awareness**
   A mapping interface on the front-display of the radio shows surrounding units that the user is authorized to see.

5. **Encryption**
   AES-256 bit encryption with multiple key operation.



Fire Rescue Portable Radios

(115) APX NEXT XE and associated accessories
(25) APX N70 and associated accessories

1. **Purpose-built**
   Highly ruggedized with exaggerated buttons and knobs, designed for use with fire gloves.

2. **Intrinsically Safe**
   Designed to go into hazardous areas by preventing sparks and keeping temperatures low to prevent ignition.

3. **IP68 Water Resistance**
   Submersibile up to 2 meters for 4 hours.

4. **Capacitive Touch Technology**
   Usable with gloves up to 4 mm thick. Resistant to false actuation from water, dirt, and grease.

5. **Mission-critical Lifeline**
   High dynamic range microphones, coupled with an advanced adaptive audio engine, increase intelligibility in high noise environments.





Thank you

MOTOROLA SOLUTIONS

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Clerk of Courts Accounting Manager Jackie Gabrus**

SUBJECT/TITLE: **Presentation of Interim Financial Report of Key Operating Performance Measures for the 2nd Quarter of Fiscal Year 2024, (as of March 31, 2024).**

STATEMENT OF ISSUE

Presentation of the Interim Financial Report of Key Operating Performance Measures as of March 31, 2024.

RECOMMENDED ACTION

Move to accept into the record the presentation of the Interim Financial Report of Key Operating Performance Measures, as of March 31, 2024.

Attachments: Q2 2024 BCC Quarterly Financial Report.pdf

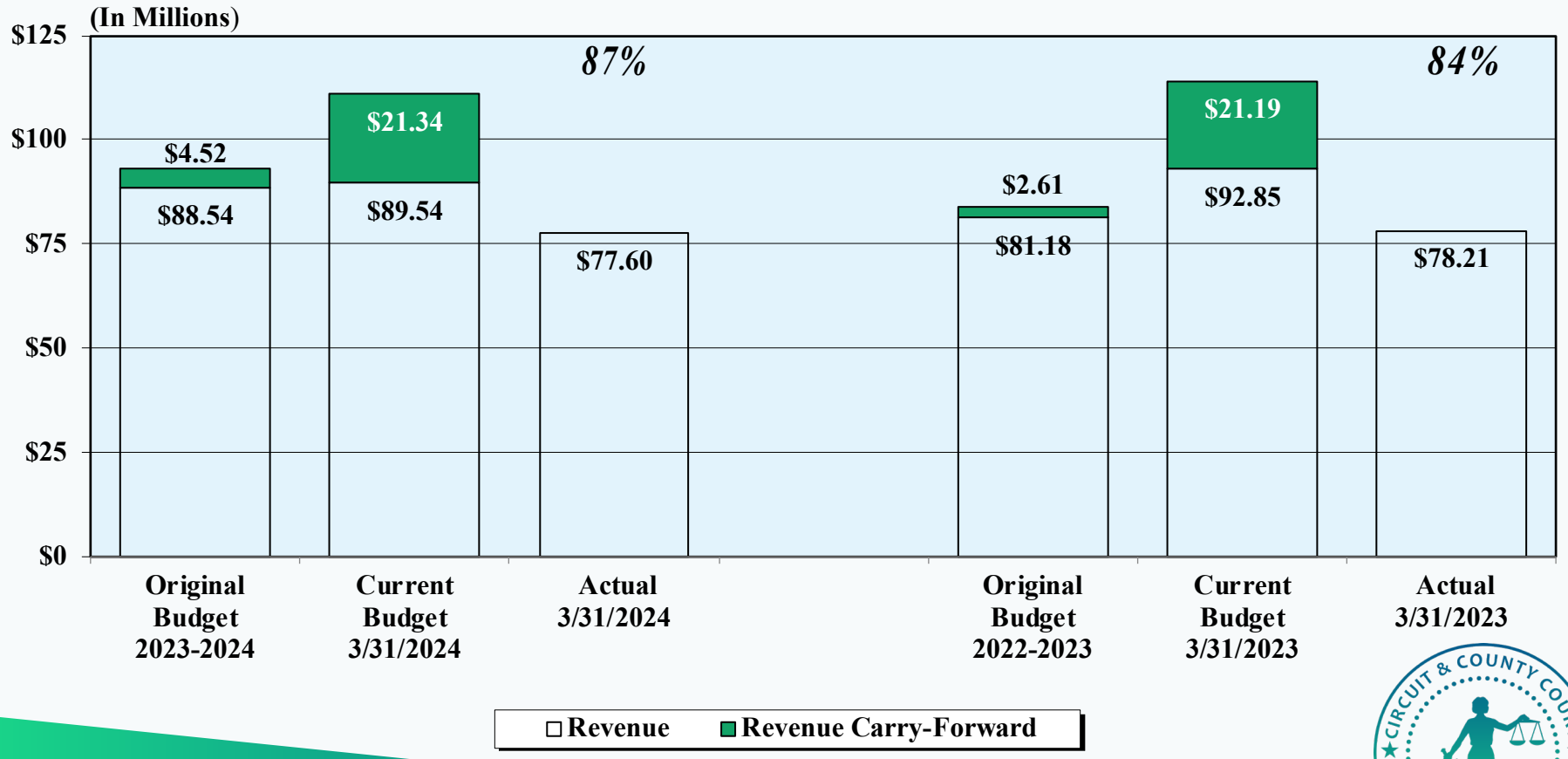
Highlands County Florida
Clerk of Courts

INTERIM FINANCIAL REPORT OF KEY OPERATING PERFORMANCE MEASURES AS OF March 31, 2024

(UNAUDITED)

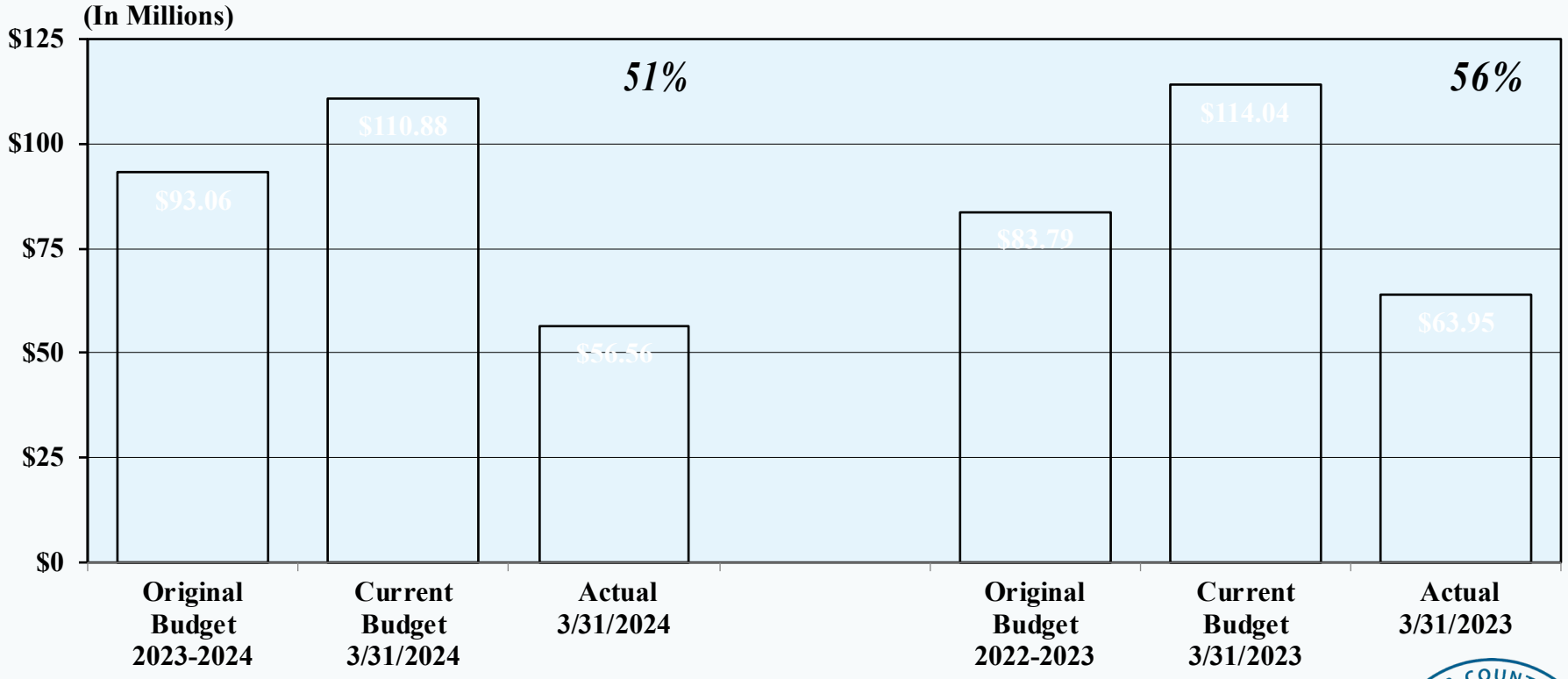
REVENUE – GENERAL FUND

BUDGET – TO – ACTUAL



EXPENDITURES – GENERAL FUND

BUDGET – TO – ACTUAL & ENCUMBRANCES

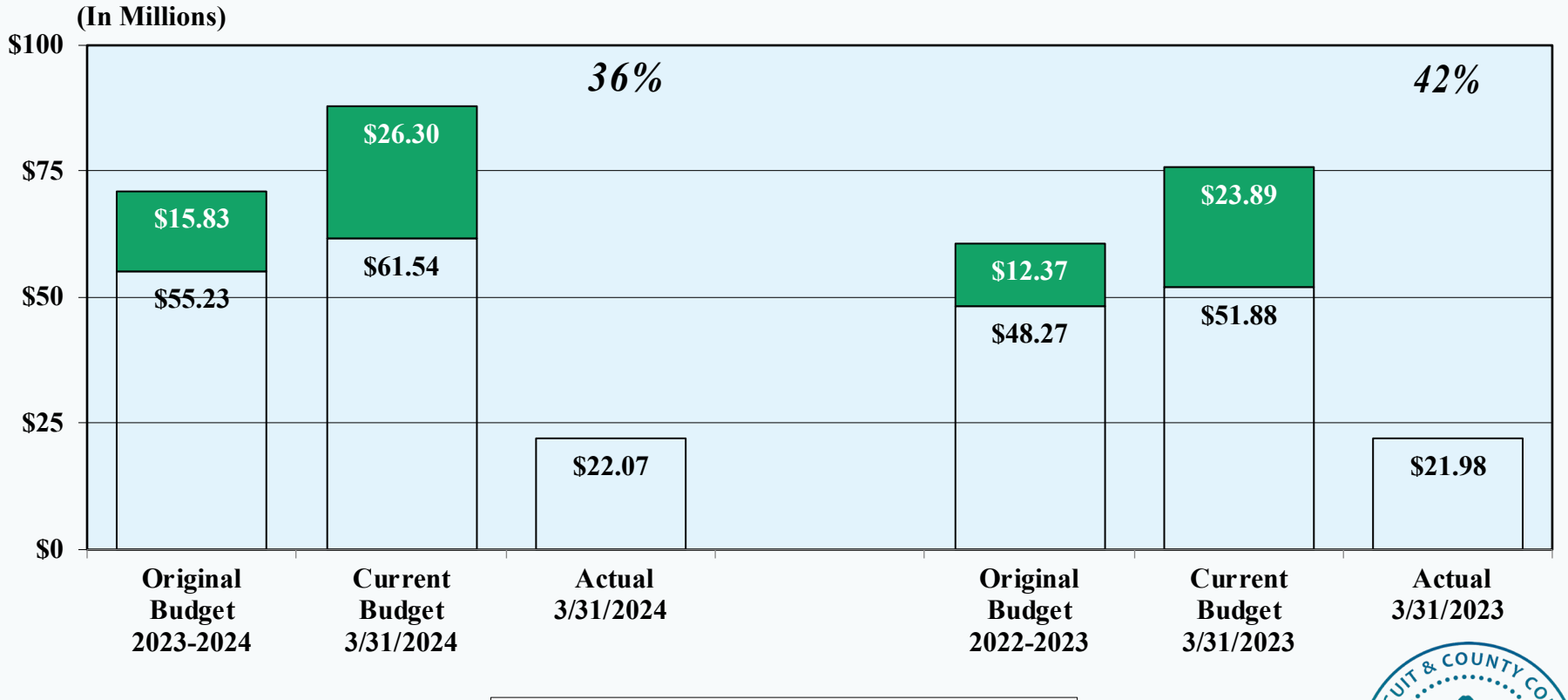


Actual Less Encumbrances / Current Year: 48%

Actual Less Encumbrances / Prior Year: 51%

REVENUE – SPECIAL REVENUE FUNDS

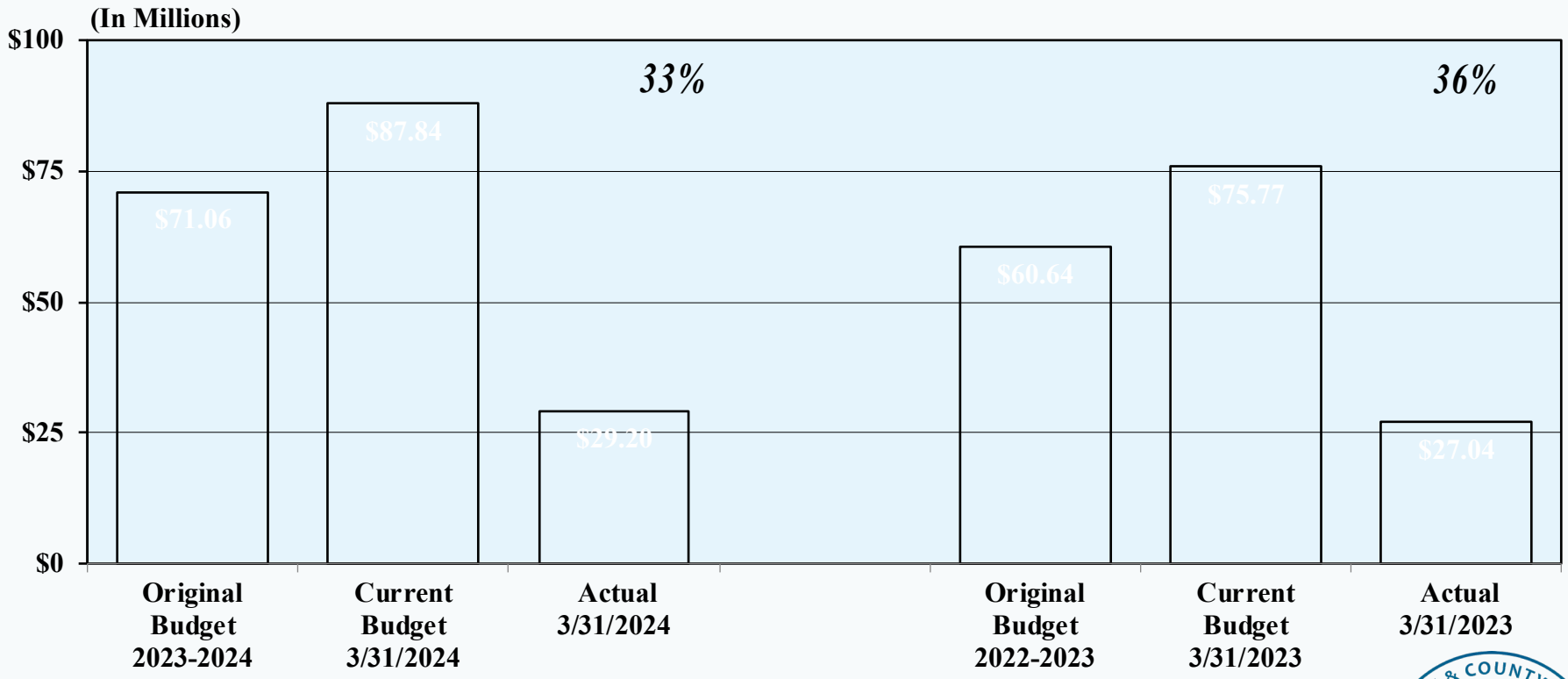
BUDGET – TO – ACTUAL



Note: State Revenue Sharing Funds lag 30 to 60 days

EXPENDITURES - SPECIAL REVENUE FUNDS

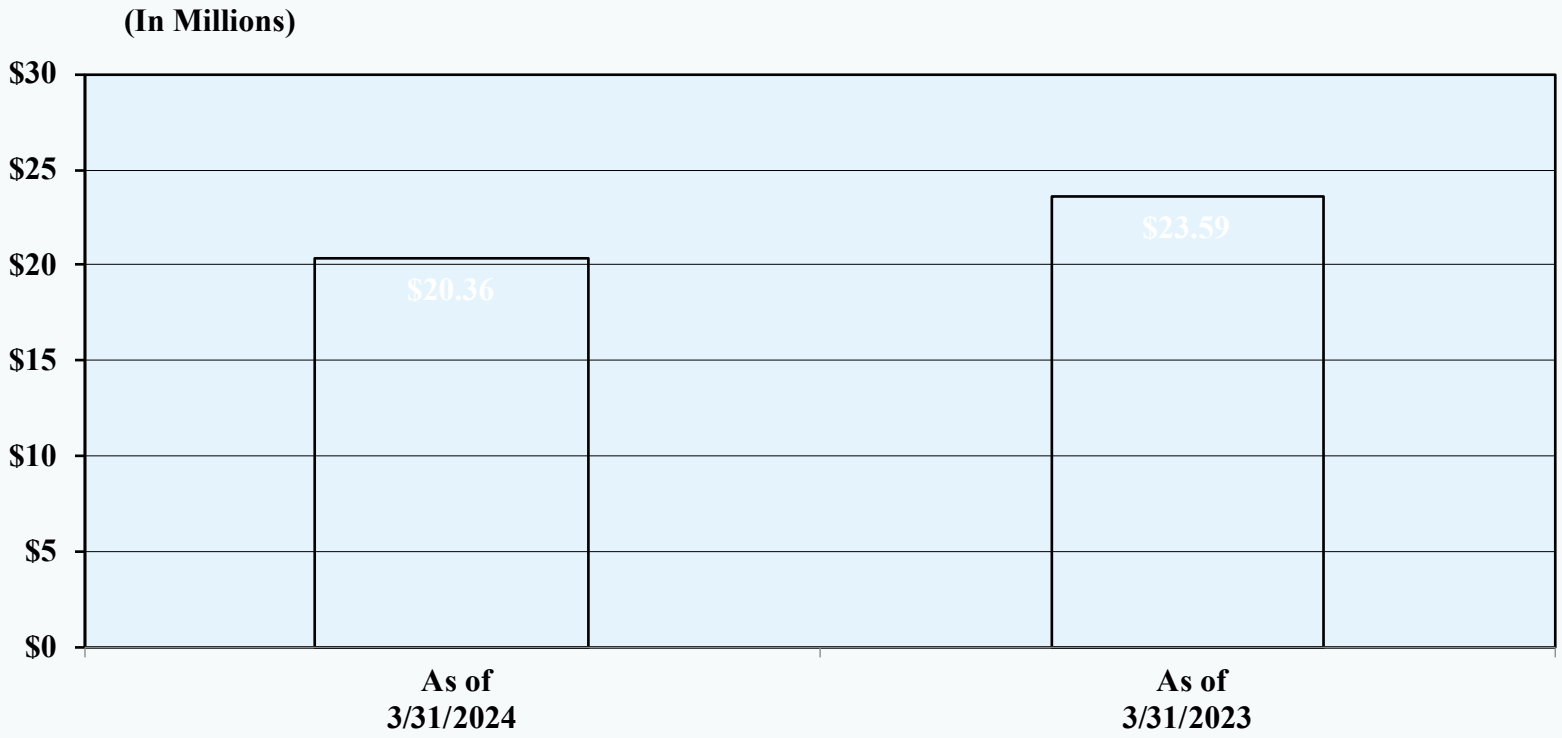
BUDGET – TO – ACTUAL & ENCUMBRANCES



Actual Less Encumbrances / Current Year:	22%

Actual Less Encumbrances / Prior Year:	26%

LONG-TERM DEBT
GOVERNMENTAL FUNDS

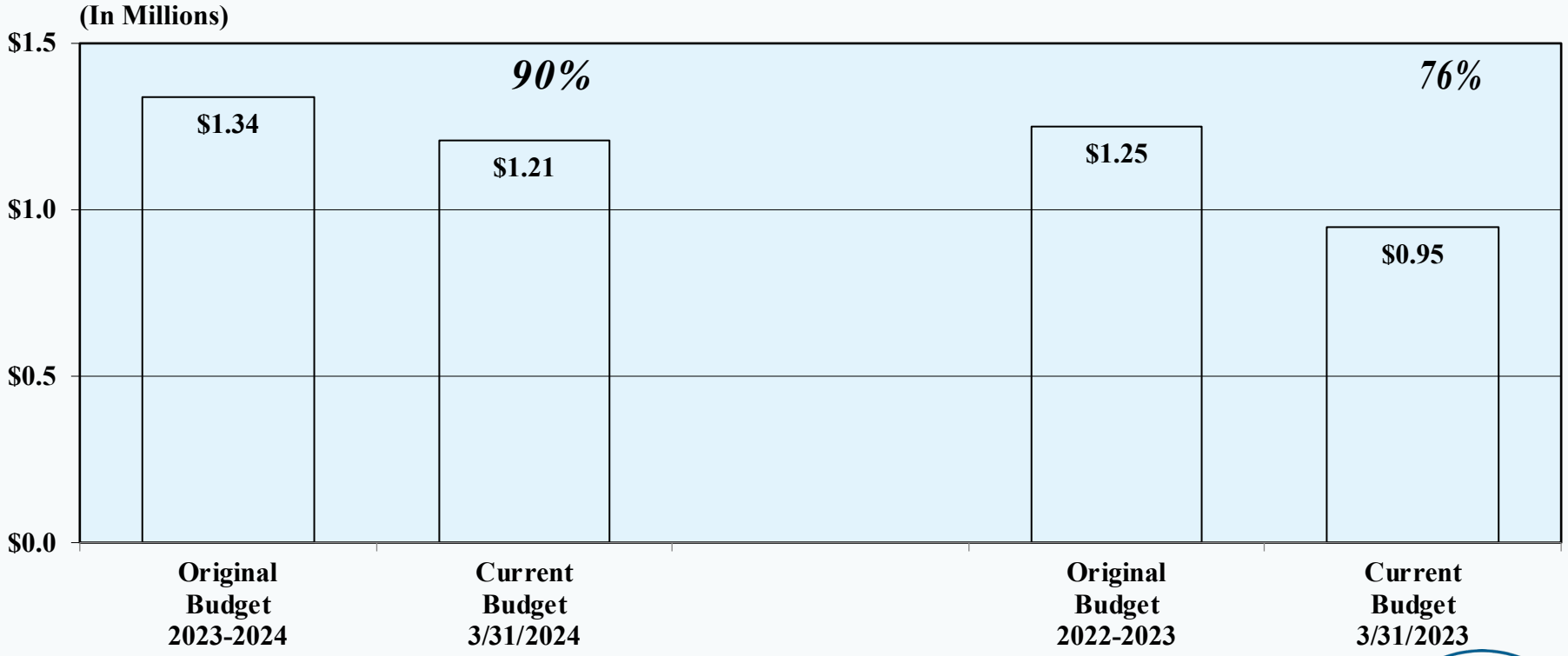


LONG-TERM DEBT
GOVERNMENTAL FUNDS

	Balance	Interest Rate	Final Payment	Holder of Note	
Public Improvement Revenue Note, Series 2019 (Fund 151)	$ 4,450,000.00	2.08%	August 1, 2034	Truist	Original Amount $5,500,000.00 Dated – September 19, 2019
ISS Refunding Revenue Note, 2021 (Fund 151)	15,914,000.00	1.52%	November 1, 2033	Regions Capital Advantage, Inc.	Original Amount $21,614,000.00 Dated – November 10, 2021

RESERVE FOR CONTINGENCY

BEGINNING BUDGET TO CURRENT BUDGET

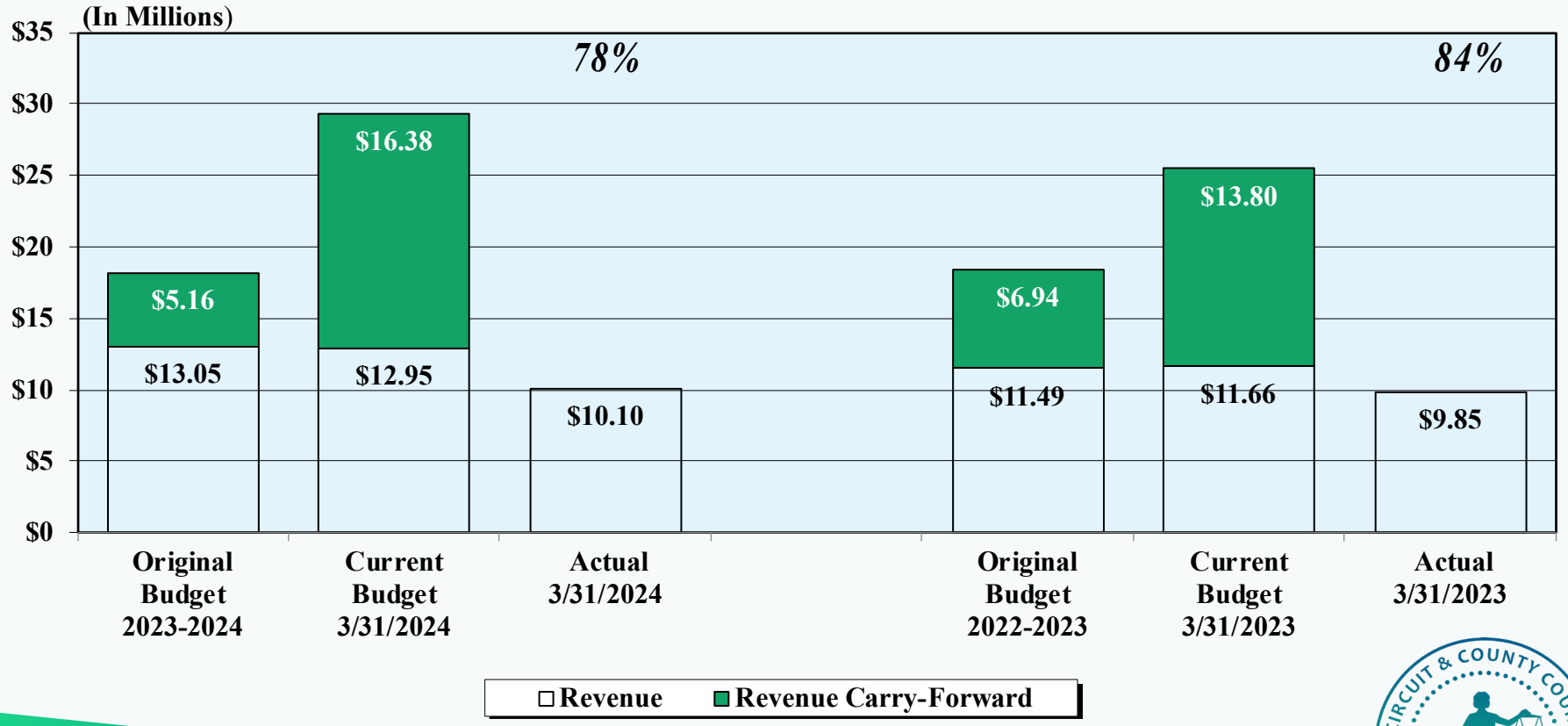


RESERVE FOR CONTINGENCY
CHANGES DURING FISCAL YEAR

Budget Amendment	Amount	Description	Date Approved
23-24-004	$ (13,621.00)	Adjust Supervisor of Elections' Budget for FRS and State Changes	10/3/2023
23-24-004	(36,690.00)	Adjust Property Appraiser's Budget for FRS and State Changes	10/3/2023
23-24-019	(20,388.00)	Realign Budget for (3) Building Department Vehicles	12/5/2023
23.24-021	30,418.00	Realign Budget for VOCA Match No Longer Required	12/5/2023
23-24-033	(25,000.00)	Realign Budget for Critical Infrastructure Septic Tank Remediation Plan	1/18/2024
23-24-044	(61,700.00)	Realign Budget for Code Enforcement Abatement Increases	2/6/2024
23-24-053	(4,500.00)	Realign Budget for Joey Barfield Memorial on Panther Parkway	2/20/2024

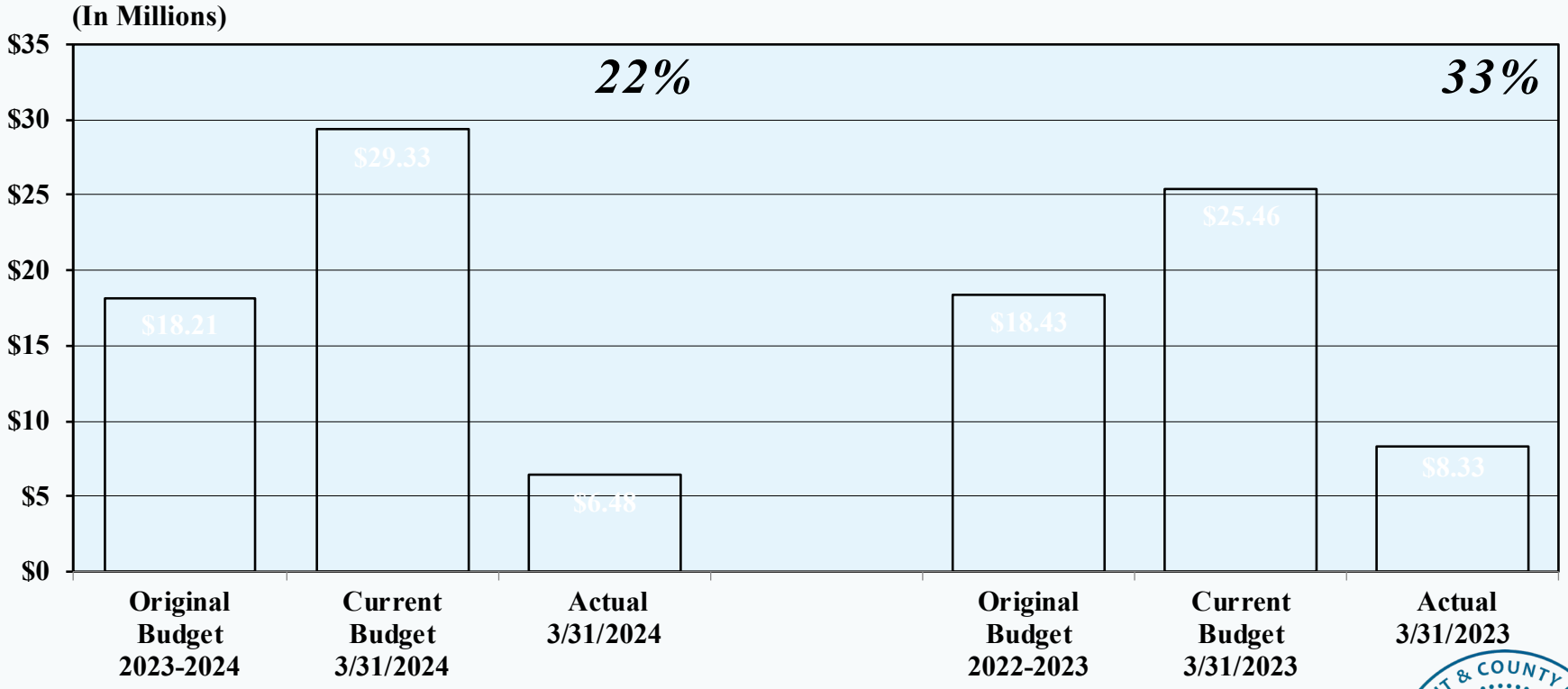
REVENUE – SOLID WASTE

BUDGET – TO – ACTUAL



EXPENSES – SOLID WASTE

BUDGET – TO – ACTUAL AND ENCUMBRANCES

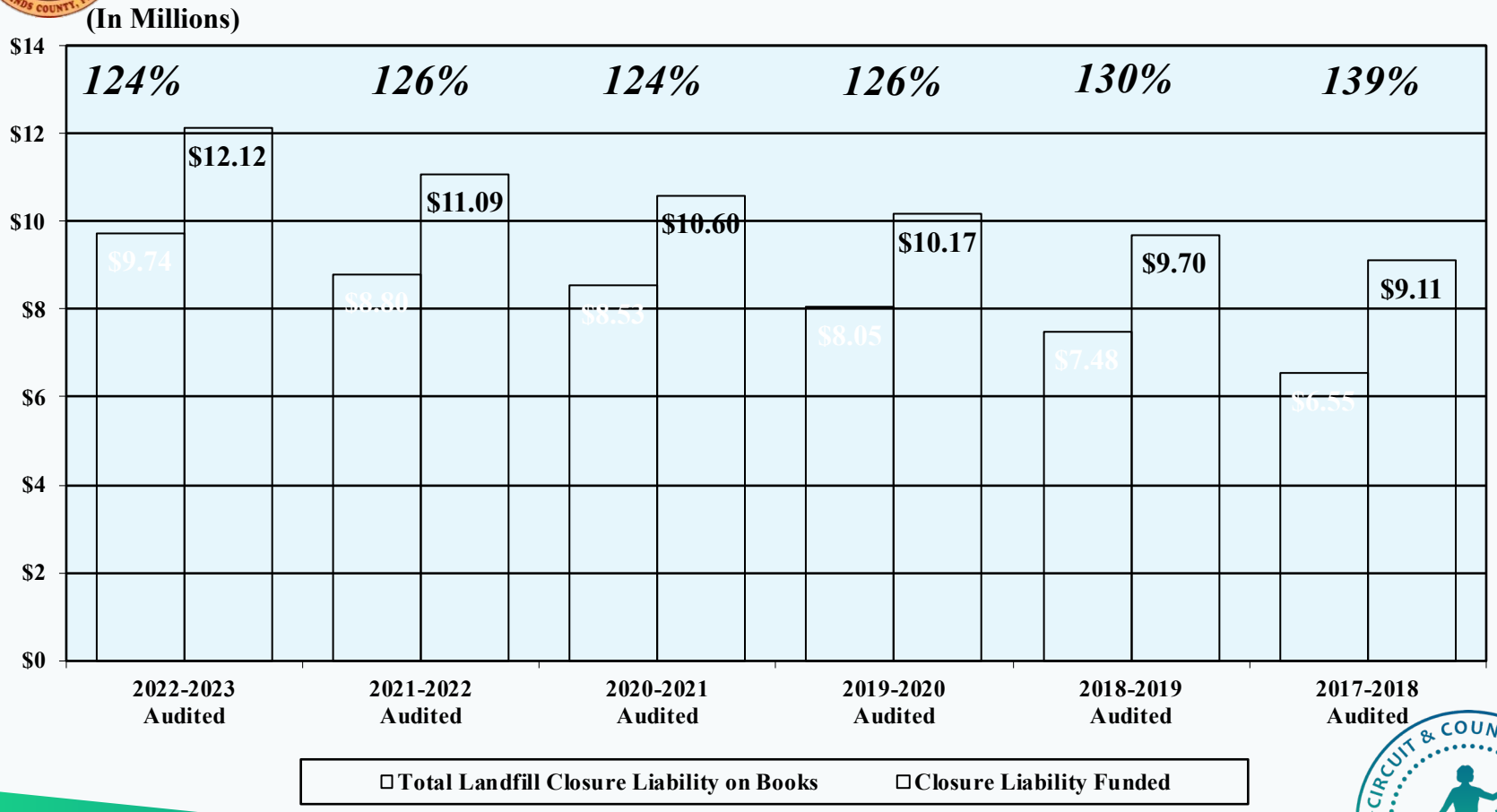


Actual Less Encumbrances / Current Year: 15%

Actual Less Encumbrances / Prior Year: 16%

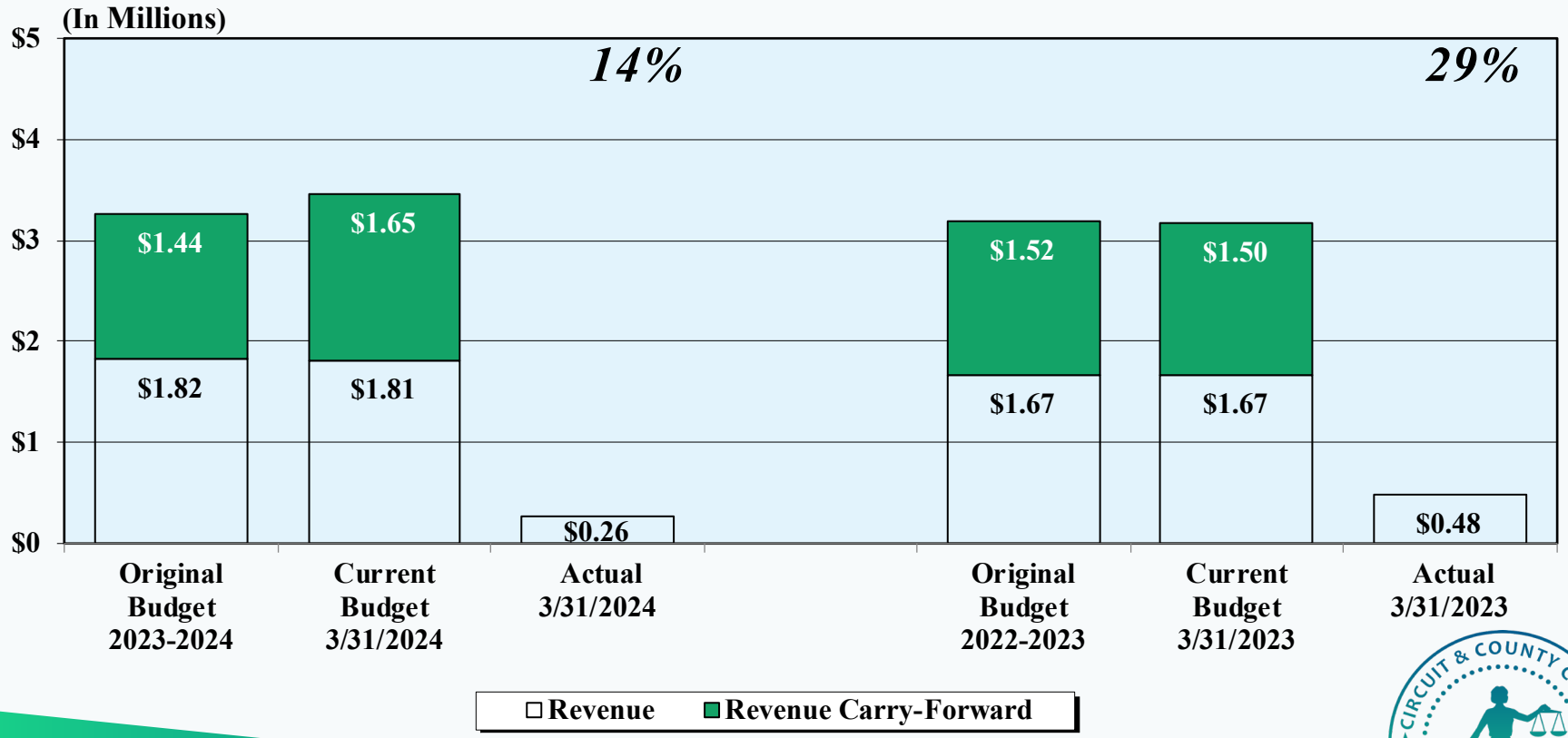
LANDFILL CLOSURE LIABILITY

Percent Funded Six Fiscal Years



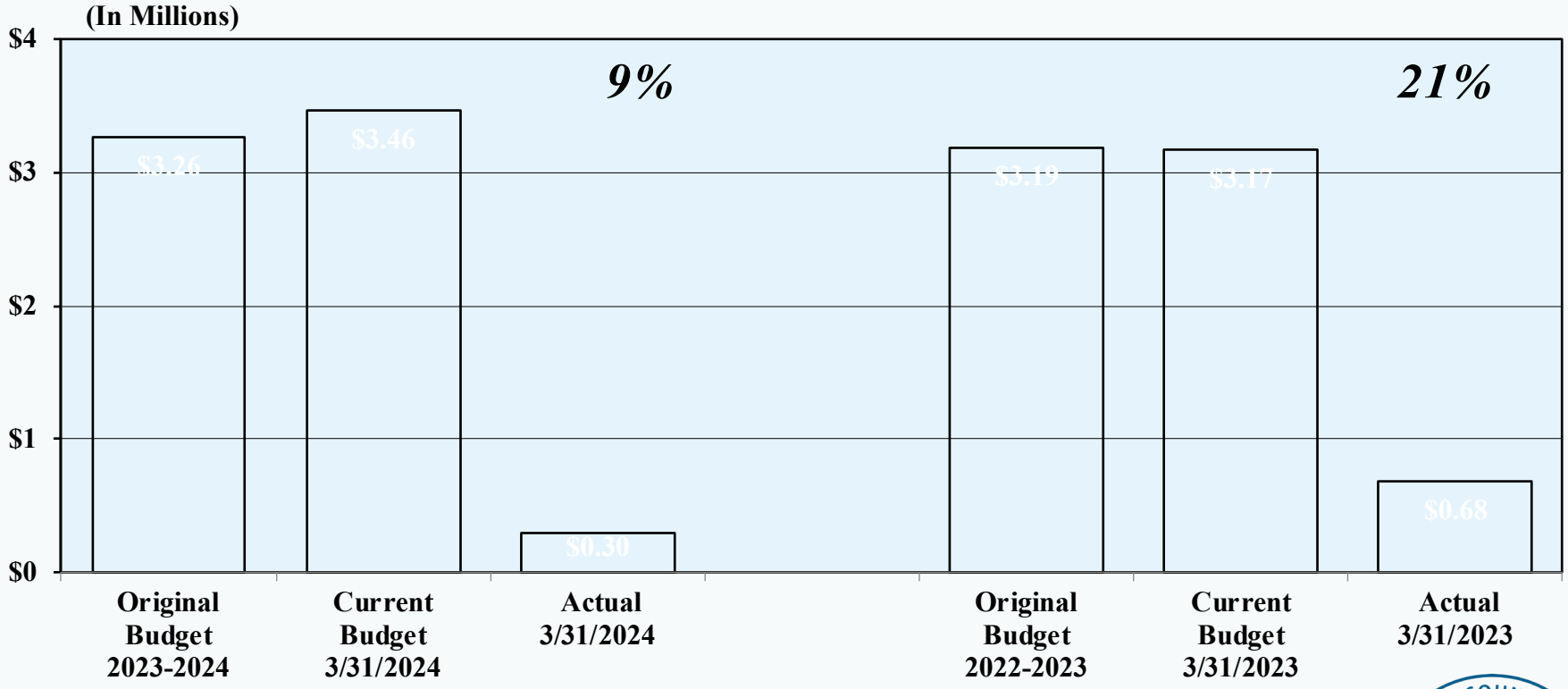
REVENUE – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL



EXPENSES – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



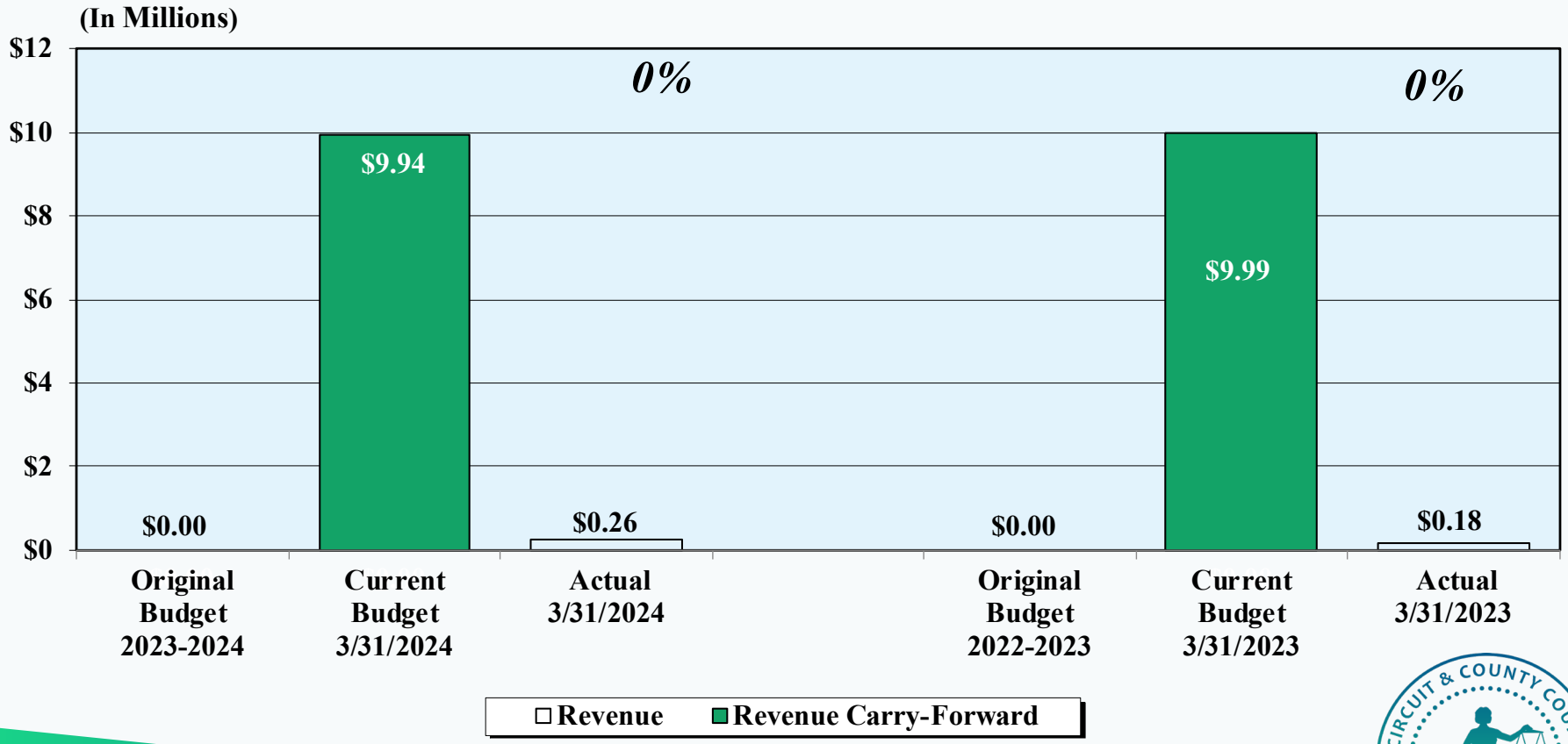
Actual Less Encumbrances / Current Year : 8%

Actual Less Encumbrances / Prior Year: 18%

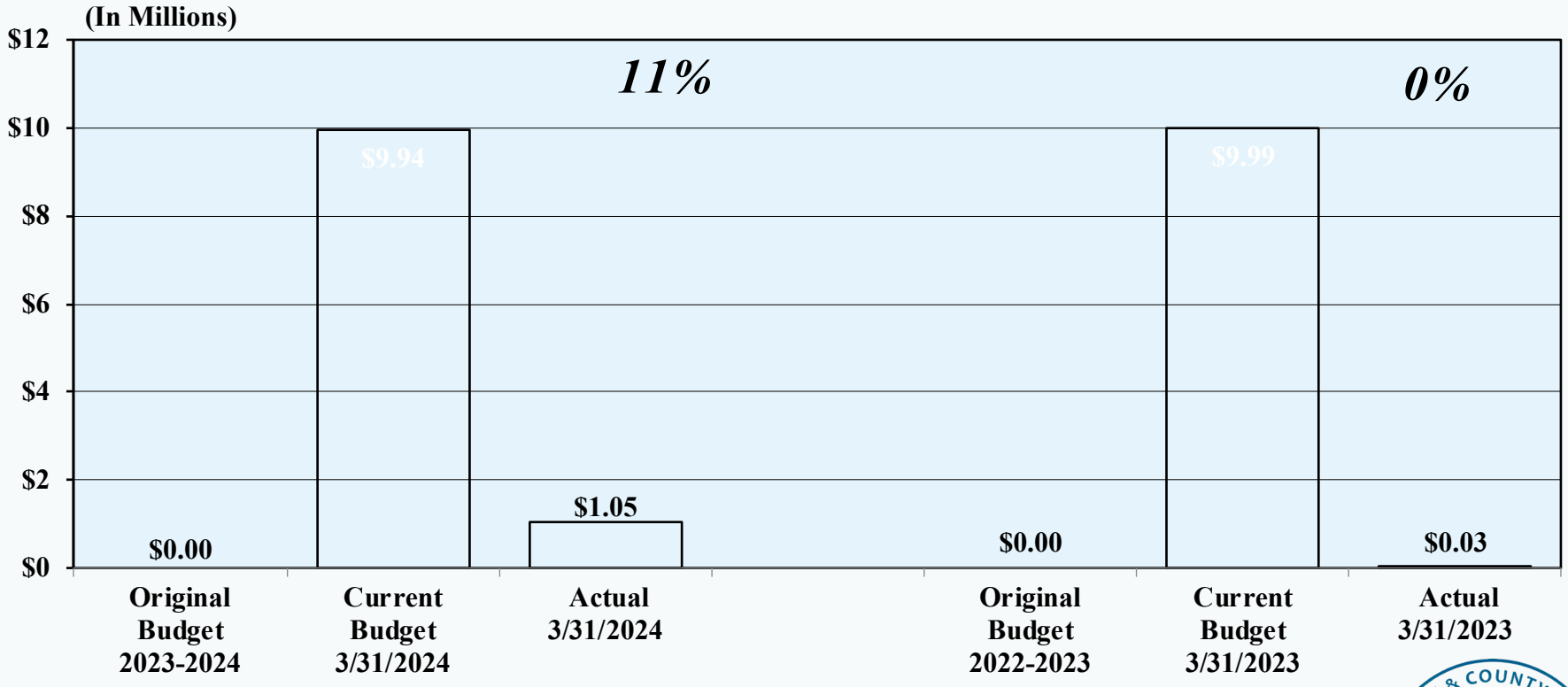
FUND SUMMARY
2nd QUARTER

REVENUES		
Fund	**Percent Collected / Billed**	**Percentage Points Above/ Below Target of 50%**
General	87%	**37 Percentage Points Above Target**
Special Revenue	36%	**14 Percentage Points Below Target**
Solid Waste	78%	**28 Percentage Points Above Target**
Energy Recovery	14%	**36 Percentage Points Below Target**
EXPENDITURES		
Fund	**Percent Expended & Encumbered**	**Percentage Points Above/ Below Target of 50%**
General	51%	**1 Percentage Points Above Target**
Special Revenue	33%	**17 Percentage Points Below Target**
Solid Waste	22%	**28 Percentage Points Below Target**
Energy Recovery	9%	**41 Percentage Points Below Target**

REVENUE
ISSRRN CAPITAL PROJECT FUND
BUDGET – TO – ACTUAL



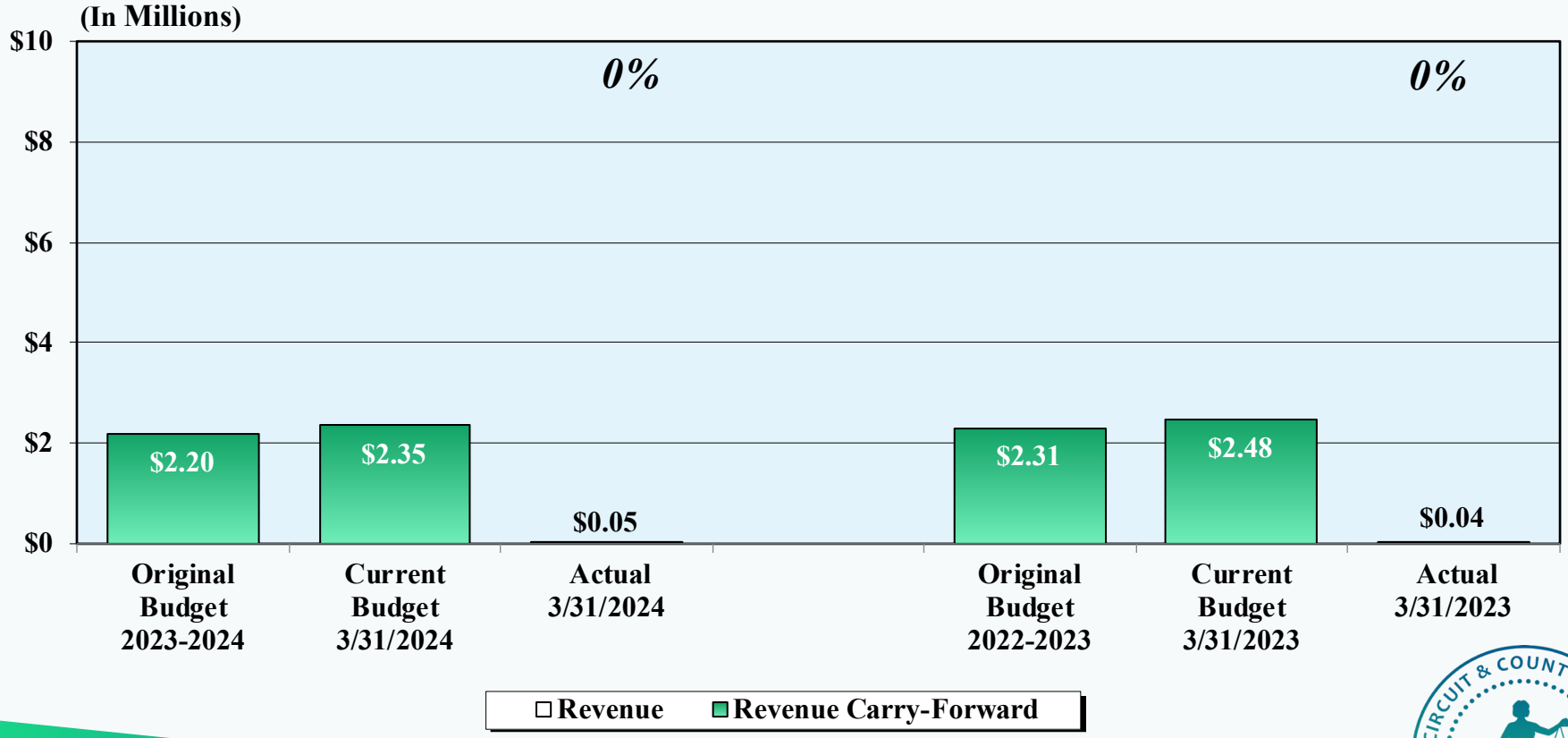
EXPENDITURES
ISSRRN CAPITAL PROJECT FUND
BUDGET – TO – ACTUAL AND ENCUMBRANCES



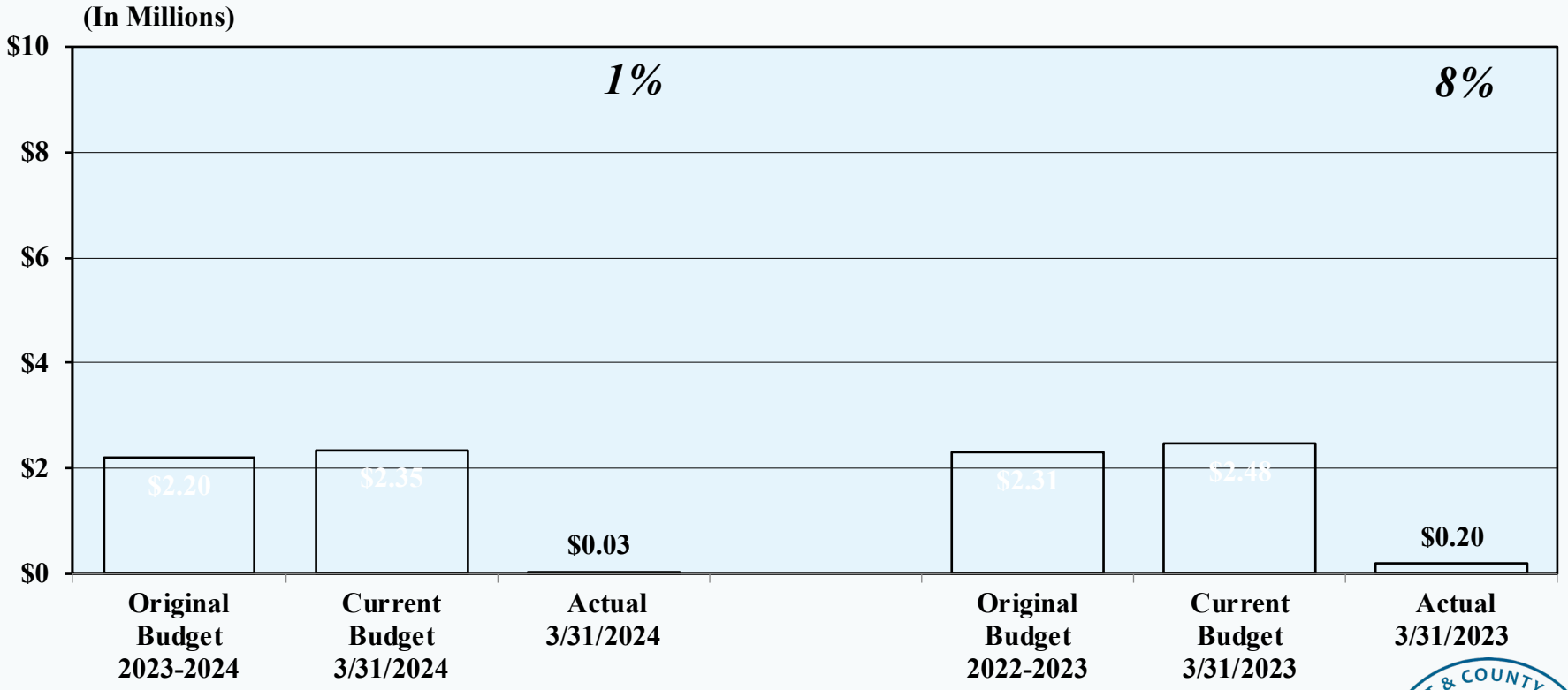
Actual Less Encumbrances /Current Year : 2%

Actual Less Encumbrances / Prior Year: 0%

REVENUE
PIRN CAPITAL PROJECT FUND
BUDGET – TO – ACTUAL



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

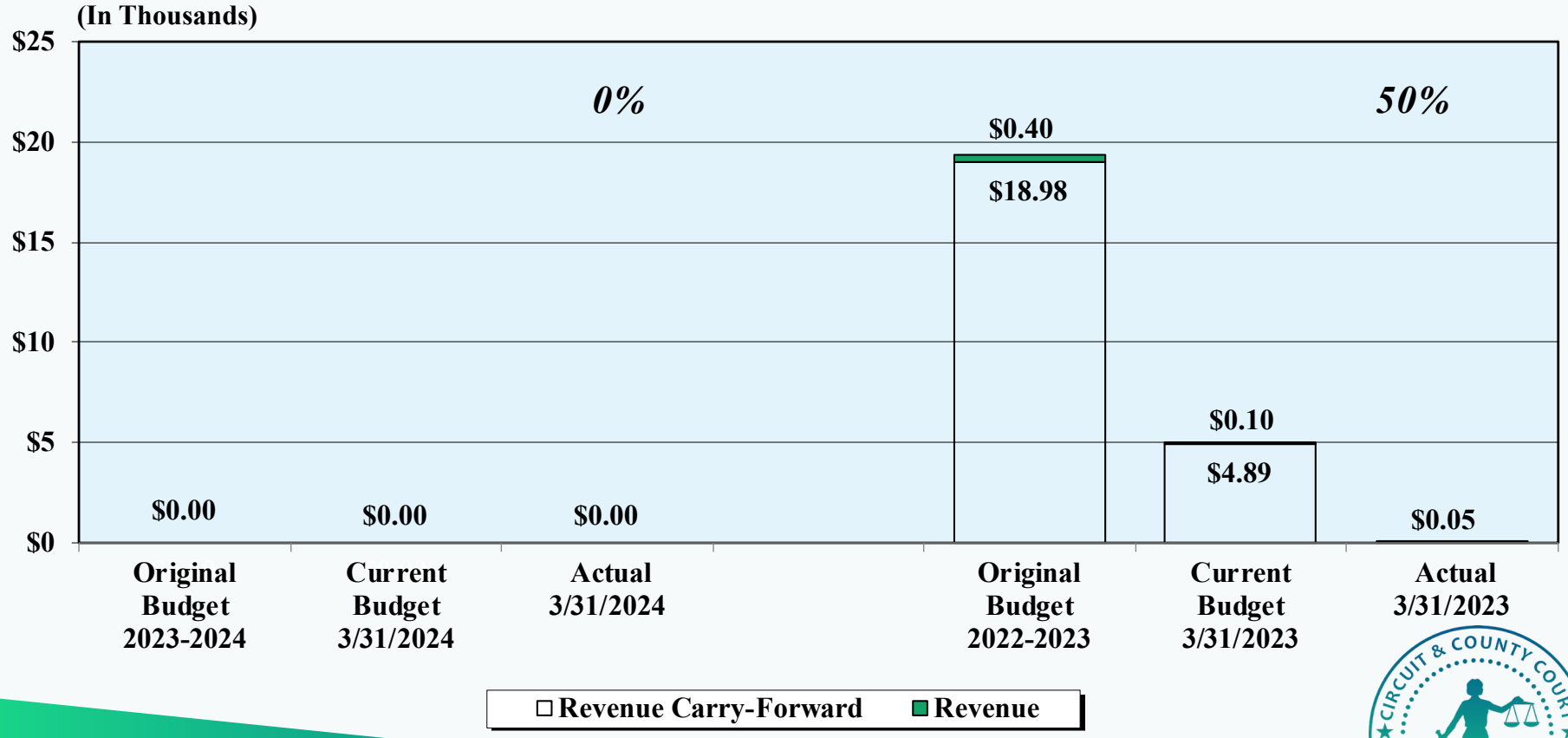


Actual Less Encumbrances /Current Year : 1%

Actual Less Encumbrances / Prior Year: 0%

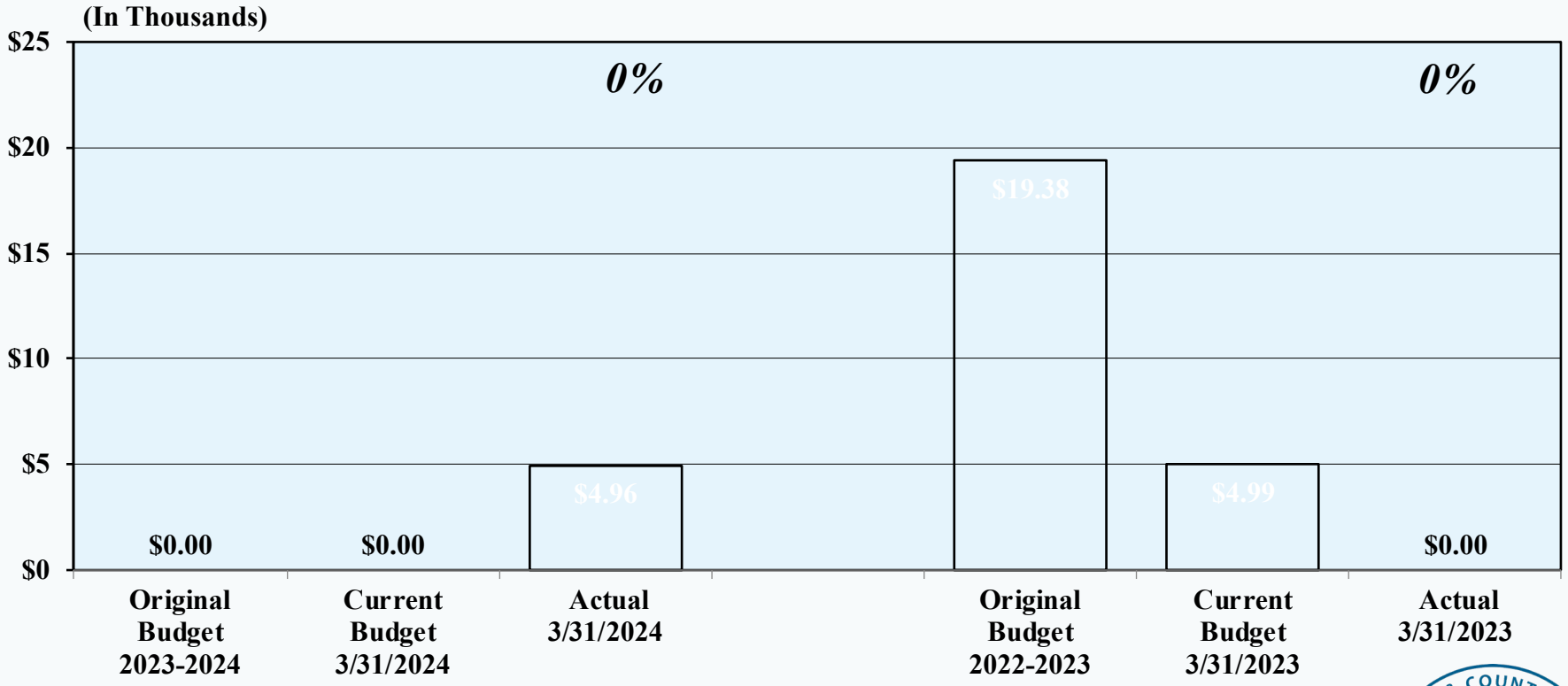
REVENUE – IMPACT FEES

BUDGET – TO – ACTUAL



EXPENDITURES – IMPACT FEES

BUDGET – TO – ACTUAL AND ENCUMBRANCES

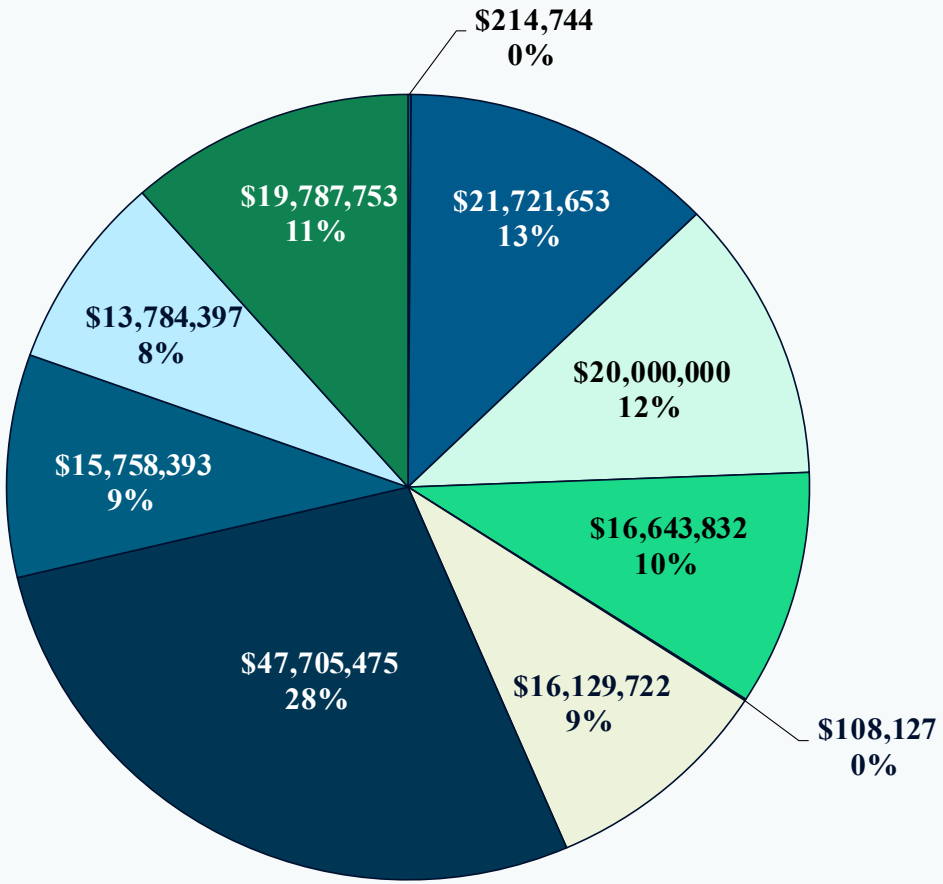


Actual Less Encumbrances /Current Year :	0%

Actual Less Encumbrances / Prior Year:	0%

BOCC INVESTMENT PORTFOLIO

As of March 31, 2024



- JP Morgan Chase (earning 0.00%)
- Truist (earning 1.75%)
- TD Bank - Certificates of Deposit (earning 5.16-5.56%)
- FL PRIME (earning 5.52%)
- FLGIT Short-Term Bond (earning 4.65%)
- FLGIT Day-To-Day (earning 5.44%)
- FL PALM (earning 5.44-5.90%)
- FL CLASS (earning 5.41%)
- FL SAFE (earning 4.63-5.38%)
- FL FIT (earning 5.52%)

TOTAL: $171,854,096

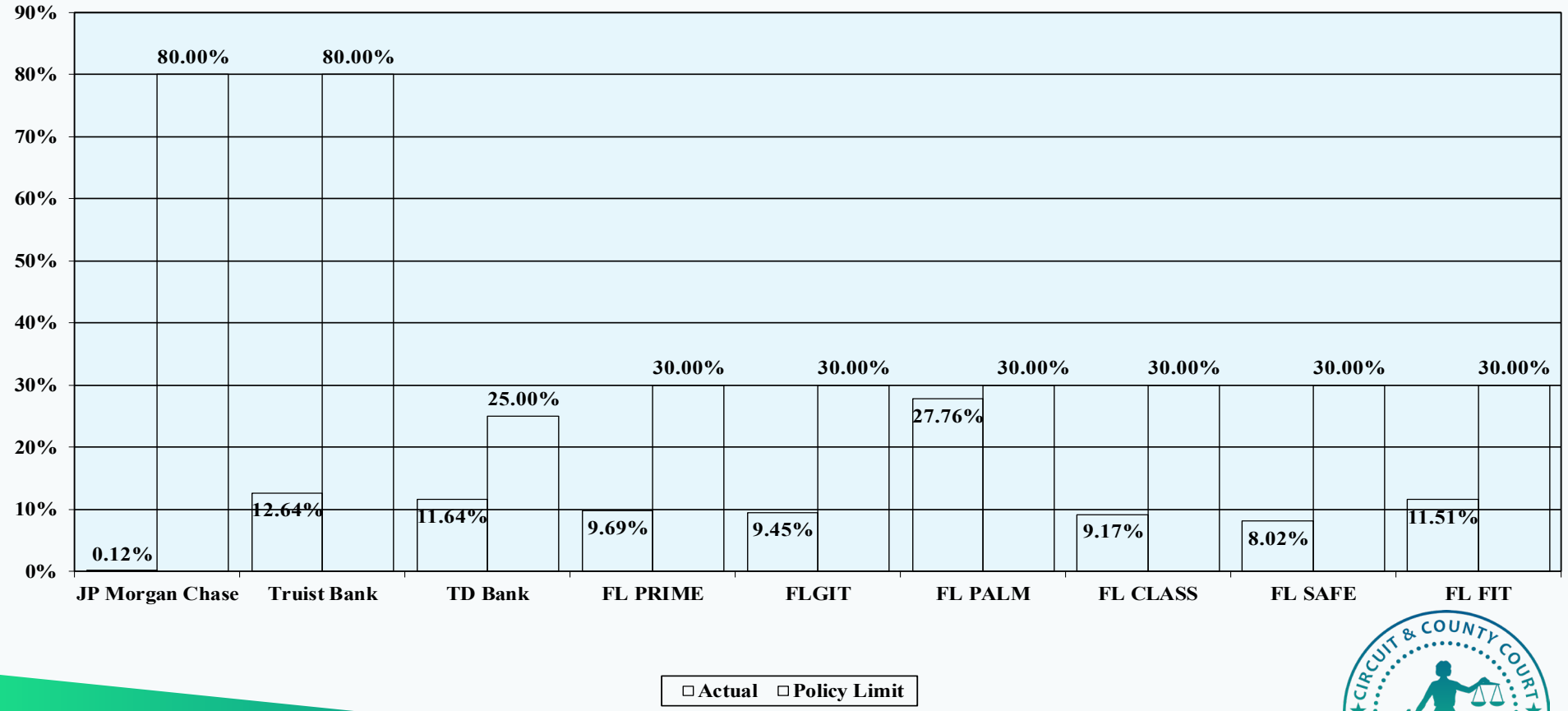
BOCC INVESTMENT PORTFOLIO
As of March 31, 2024

Investment	Book Value General Ledger Balance	Market Value Statement Balance	Rate of Return 30-day	Rate of Return 12-Month	Investment Earnings Quarter	Investment Earnings YTD	Quarterly Fees
JP Morgan Chase - Cigna	$ 317,148.12	$ 214,743.52	0.000%	0.000%	$ -	$ -	$ -
Truist Bank - Clearing	21,409,481.21	21,687,673.86	0.146%	1.750%	89,402.10	212,387.22	10,280.67
Truist Bank - Sweep	33,978.92	33,978.92	0.146%	1.750%	119.10	258.54	321.94
TD Bank - Certificate of Deposit	-	-	0.442%	5.300%	-	35,498.74	-
TD Bank - Certificate of Deposit	10,000,000.00	10,000,000.00	0.463%	5.560%	138,240.44	278,382.91	-
TD Bank - Certificate of Deposit	-	-	0.467%	5.600%	22,246.57	92,821.92	-
TD Bank - Certificate of Deposit	10,000,000.00	10,000,000.00	0.430%	5.160%	-	-	-
FL PRIME	16,643,832.36	16,643,832.36	0.469%	5.520%	235,465.75	423,443.63	-
FLGIT - Short-Term Bond	108,126.65	108,126.65	0.508%	4.649%	898.12	3,514.41	-
FLGIT - Day to Day Fund	16,129,722.37	16,129,722.37	0.463%	5.440%	213,236.65	293,938.95	-
FL PALM	25,425,475.55	25,425,475.55	0.453%	5.440%	304,065.09	361,572.48	-
FL PALM Term	-	-	0.450%	5.400%	-	42,290.78	-
FL PALM Term	-	-	0.438%	5.250%	-	32,362.98	-
FL PALM Term	-	-	0.467%	5.600%	-	30,022.61	-
FL PALM Term	-	-	0.467%	5.600%	41,913.02	41,913.02	-
FL PALM Term	-	-	0.437%	5.240%	84,629.60	84,629.60	-
FL PALM Term	8,630,000.00	8,630,000.00	0.492%	5.900%	-	-	-
FL PALM Term	7,650,000.00	7,650,000.00	0.483%	5.800%	-	-	-
FL PALM Term	6,000,000.00	6,000,000.00	0.483%	5.800%	-	-	-
FL CLASS	15,758,392.95	15,758,392.95	0.459%	5.407%	211,493.84	403,264.46	-
FL SAFE - Stable NAV	13,659,513.23	13,659,513.23	0.448%	5.377%	181,792.75	365,233.17	-
FL SAFE - Variable NAV	124,883.44	124,883.44	0.393%	4.630%	1,145.31	3,391.46	-
FL FIT - Cash Pool	19,787,753.10	19,787,753.10	0.469%	5.520%	235,925.62	307,340.33	-
	$ 171,678,307.90	**$ 171,854,095.95**	**0.422%**	**5.017%**	**$ 1,760,573.96**	**$ 3,012,267.21**	**10,602.61**

Benchmark	0.438%	5.260%
Above/(Below) Benchmark	**-0.016%**	**-0.243%**

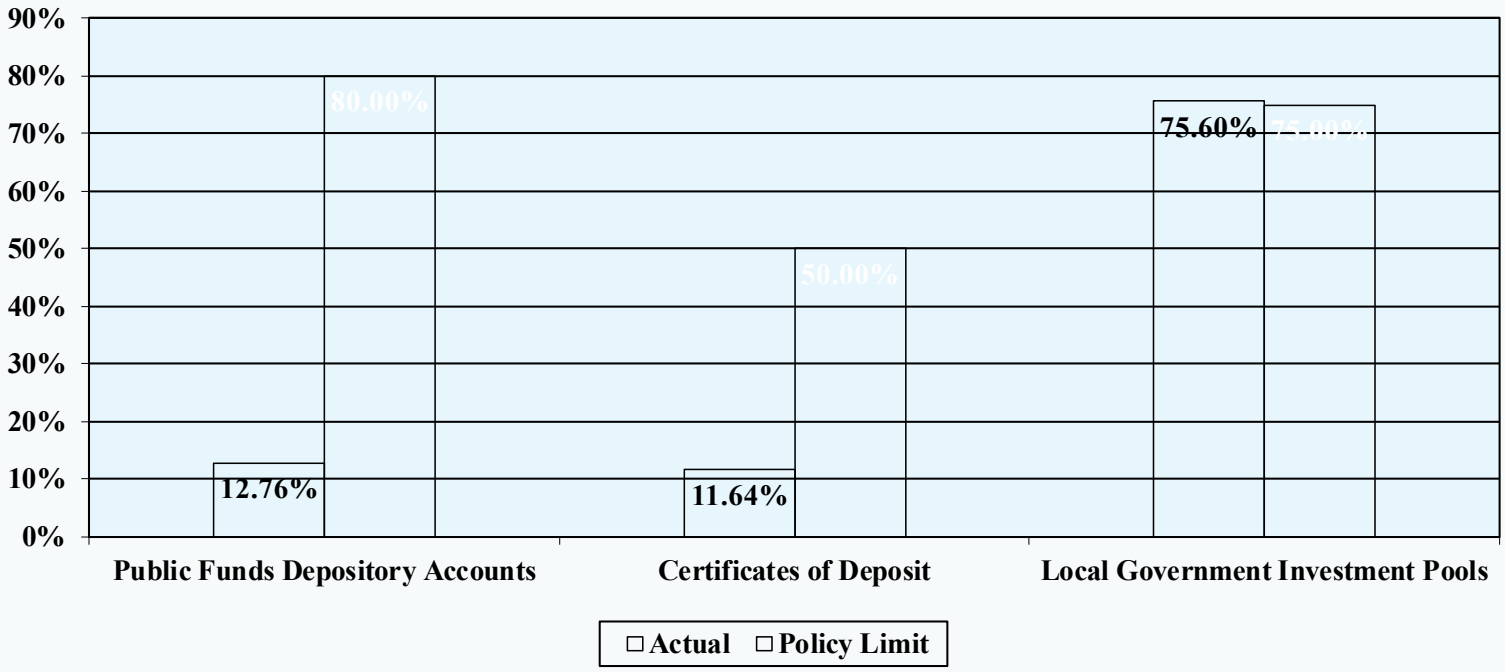
BOCC INVESTMENT PORTFOLIO ISSUER LIMITATIONS

As of March 31, 2024



BOCC INVESTMENT PORTFOLIO TYPE LIMITATIONS

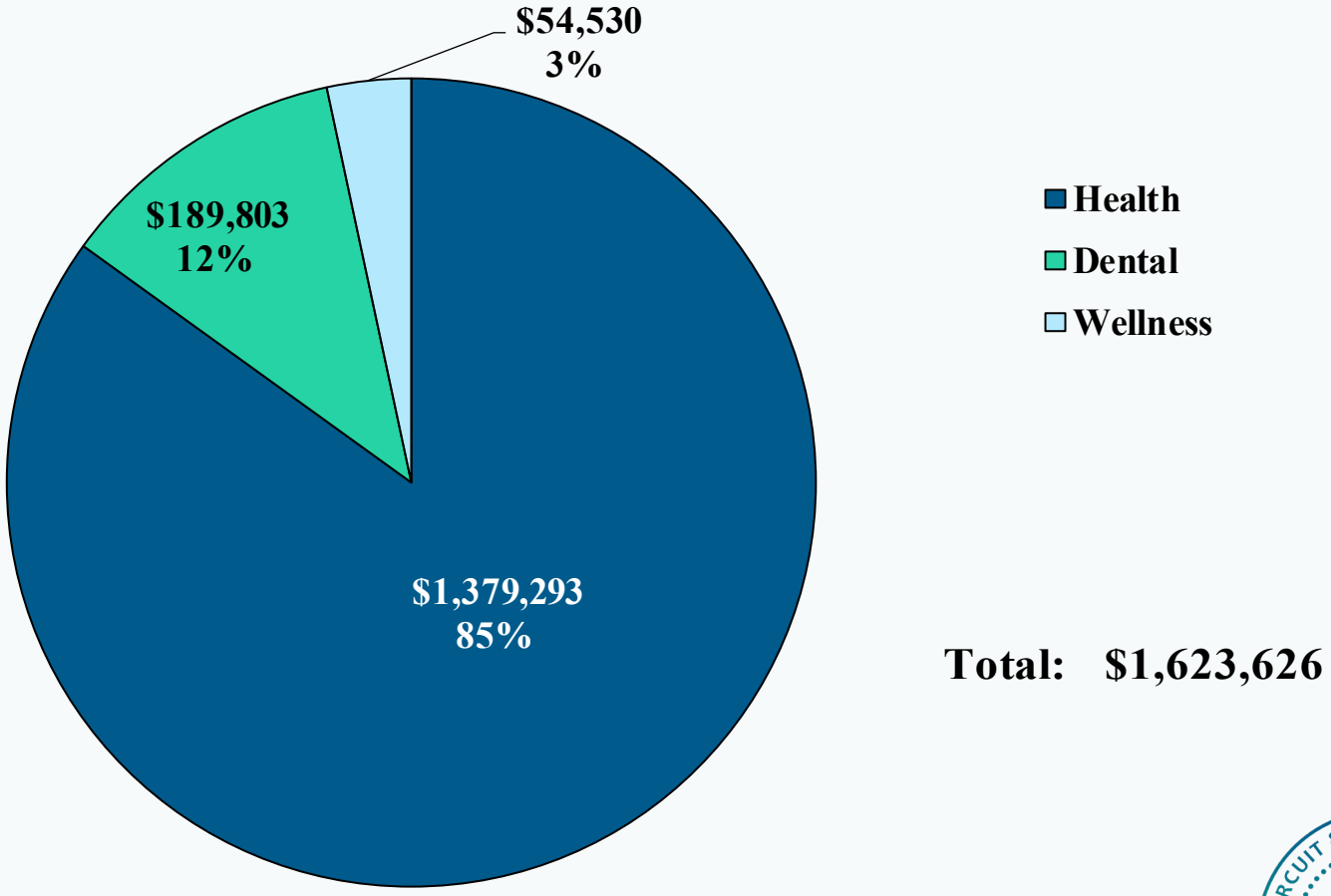
As of March 31, 2024



EMPLOYEE BENEFIT FUND

FUND BALANCE

As of March 31, 2024



Total: $1,623,626

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-121 for Budget Amendment 23-24-113 to realign unused funds from Transportation Trust Construction Projects to General Fund Building Project #20077.**

STATEMENT OF ISSUE

Budget Amendment 23-24-113 is hereby approved and authorized to transfer funds from Project 19036 (Old Traffic Ops Bldg) and Project 20065 (R&B Security Workstation) in the amounts of $50,000.00 and $10,276.18, respectively, in Fund 151 (Infrastructure Surtax) to accommodate a shortage of funds needed for the Road and Bridge facility Project #20077 (R&B Building Expansion-ARPA) in the amount of $60,275.18. The building renovation funds will assist in completing the Unit 2 Expansion which began as an ARPA project to increase occupancy and usability of the maintenance facility. The remaining R&B Security funding will be utilized to cover like-kind IT infrastructure costs of the expansion. To fully supplement the shortage of Project #20077, additional funds will be reappropriated at a later date from other closed projects.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-121 for Budget Amendment 23-24-113 to realign unused funds from Transportation Trust Construction Projects to General Fund Building Project #20077.

FISCAL IMPACT

No fiscal impact to Fund 151 (Infrastructure Surtax). Merely transferring funds needed for the Road and Bridge facility Project #20077 (R&B Building Expansion-ARPA) in the amount of $60,275.18 with a net fiscal impact of $0.00.

Attachments: 23-24-113 Proj 19036, 20065 Xfer to Proj 20077 R&B Bldg Expansion (BA).pdf
23-24-113R Proj 19036, 20065 Xfer to Project 20077 R&B Bldg Expansion (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
May 24, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/7/2024** SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **SEE BELOW** PROJECT TITLE(S): **SEE BELOW** COST CENTER TITLE(S): **Transportation Projects, Emergency**
*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 Bal Forward	19036	50,000.00		50,000.00	0.00
E	151	4102A	56200Z	Project Capital Infrastructure	19036	50,000.00		50,000.00	0.00
R	151		3999100Z	Project Fund Bal Forward	20065	10,650.15		10,276.18	373.97
E	151	4102A	56300Z	Project Capital Infrastructure	20065	84,356.57		10,276.18	74,080.39
R	151		3999100Z	Project FD Balance Forward	20077	0.00	60,276.18		60,276.18
E	151	4102A	56200Z	Project Buildings	20077	0.00	60,276.18		60,276.18
									0.00

REASON: **To close out Projects 19036 and 20065 and transfer the available funding to Project 20077 which is underfunded to complete.**

CE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-113

ACTION:

Board		Approved		Denied
County Administrator		Approved		Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

	ITEM TO ITEM
	RESERVE
XX	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-113

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FND	CST CTR	PROJ #	PROJECT TITLE
151	4102A	19036	Old Traffic Ops Building
151	4102A	20065	R&B Security Workstation Funds
151	4102A	20077	R&B Building Expansion

Form Revised 08/05/2020

RESOLUTION NO. 23-24-121

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-113 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Local Govt Infrastructure Surtax Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-113 is hereby approved and authorized to transfer funds from Project 19036 (Old Traffic Ops Bldg) and Project 20065 (R&B Security Workstation) in the amounts of $50,000.00 and $10,276.18, respectively, in Fund 151 (Infrastructure Surtax) to accommodate a shortage of funds needed for the Road and Bridge facility Project #20077 (R&B Building Expansion-ARPA) in the amount of $60,275.18 with a net fiscal impact of $0.00.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 4th day of June 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request approval of Budget Amendment 23-24-057 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the City of Sebring for the renovation of dugouts, ball field fencing and shades for bleachers at the Max Long Recreation Complex, with the stipulation that the City of Sebring has 5 days to approve the agreement in its exact form with no revisions, otherwise the agreement will be null and void and have no further force or effect.**

STATEMENT OF ISSUE

The Recreation and Parks Advisory Committee met on February 15, 2024, to discuss a Funding Request application submitted by the City of Sebring. The request is to reimburse up to $126,301.00 for the total cost of $252,602. This will be a 50/25/25 split - 50% RPAC funds of $126,301, a 25% contribution from Sebring Youth Baseball of $63,150.50, and a 25% City of Sebring contribution of $63,150.50. This project will replace six (6) of the existing dugouts that are made of block walls which retain water and heat, posing health risks; and seven (7) new shades over existing bleachers at the Max Long Recreation Complex. It will also include fence improvements for six (6) baseball/softball fields that are currently loose, bent and out of position that could injure players.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-057 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the City of Sebring for the renovation of dugouts, ball field fencing and shades for bleachers at the Max Long Recreation Complex, with the stipulation that the City of Sebring has 5 days to approve the agreement in its exact form with no revisions, otherwise the agreement will be null and void and have no further force or effect.

FISCAL IMPACT

The fiscal impact is to transfer $126,301.00 within Fund 151 (Infrastructure Surtax) from cost center 6101A (Recreational Dept), account 56300 (Improvements Other Than) to account 58100Z, (Aid to Govt Agency Project) for Project 23054 (Max Long Dugouts, Fence and Shade Improvements).

Attachments: 23-24-057 Proj 23054 Max Long Improvements_Allocating Funds.pdf
Interlocal agreement - City of Sebring Max Long Renovations.pdf

REVIEWED
O.M.B DEPARTMENT
February 27, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **2/16/2024** SUBMITTED BY: **Brandon Gunn**

FUND(S): **151** FUND TITLE(S): **Infrastucture Surtax** COST CENTER(S) #: **6101A**

PROJECT(S) #: **23054** PROJECT TITLE(S): **Max Long Dugouts, Fence and Shade Improvements** COST CENTER TITLE(S): **Recreation Dept 151**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**6101A**	**56300**	**Improvements Other Than**		**362,120.00**		**126,301.00**	**235,819.00**
E	**151**	**6101A**	**58100Z**	**Aid to Govt Agency Project**	**23054**	**0.00**	**126,301.00**		**126,301.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To allocate funds to Project 23054 To renovate dugouts, ball field fencing and shades for bleachers.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-057**

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

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY
AND
THE CITY OF SEBRING
FOR
RENOVATIONS TO DUGOUTS, FENCING AND SUNSHADES
AT THE MAX LONG RECREATION COMPLEX

This Interlocal Agreement (hereinafter referred to as the "Interlocal Agreement") is made by and between **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870 (hereinafter referred to as the "COUNTY") and the **CITY OF SEBRING**, a Florida municipal Corporation, 368 South Commerce Avenue, Sebring Florida, 33870 (hereinafter referred to as the "CITY").

WITNESSETH:

WHEREAS, Florida Statutes, Section 163, permits local government units to make the most efficient use of their powers by enabling them to cooperate with one another to provide services in a manner and pursuant to forms of governmental organization that will accord best with factors influencing the needs and development of their local community; and

WHEREAS, the COUNTY and the CITY cooperate and work together for the purpose of funding for the maintenance of certain recreational facilities within the County; and

WHEREAS, the COUNTY and the CITY have determined it is in their best interest to enter into an interlocal agreement for the purpose of allocating the funds necessary for renovations to six dugouts, improvements for fencing for six baseball & softball fields, and installation of seven sunshades for existing bleachers at the Max Long Recreation Complex, located at 3200 Lakewood Rd., Sebring, FL 33875.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the COUNTY and the CITY hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.

2. Purpose. The purpose of this Interlocal Agreement is to provide for cooperative funding for renovations to six dugouts, improvements for fencing for six baseball & softball fields, and installation of seven sunshades for existing bleachers at the Max Long Recreation Complex, located at 3200 Lakewood Rd., Sebring, FL 33875 (herein referred to as the "Project").

3. Procurement. The parties agree that the CITY shall be responsible for all bidding, contracting and supervision of the Project. The CITY agrees to follow its adopted procedures for the awarding of contracts for work of this nature. The CITY is

responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.

4. Terms.

A. The COUNTY agrees to reimburse the CITY the verifiable costs for the Project in the amount of ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED ONE DOLLARS AND ZERO CENTS ($126,301.00), in infrastructure funds set aside for recreation and the COUNTY shall have no obligation to pay any costs beyond this maximum amount. The CITY shall be the lead party to this Interlocal Agreement and shall pay all Project costs prior to requesting reimbursement from the COUNTY. The CITY and COUNTY understand and agree that the CITY shall be responsible for all Project costs not reimbursed by the COUNTY pursuant to this Interlocal Agreement and for any expenditures which are not for infrastructure as defined in Section 212.055(2), Florida Statutes.

B. This Interlocal Agreement shall become effective upon the execution by the CITY and the COUNTY.

C. This Interlocal Agreement expires 24 months from date of execution. Any financial obligations on the part of the COUNTY shall become null and void upon the date of expiration and any unexpended COUNTY funds shall revert back into the appropriate infrastructure account.

5. Accounting. The CITY shall document all expenditures of public money in detail sufficient for a proper pre-audit and post-audit report. The CITY shall retain all records for supporting Project costs for three (3) years after the fiscal year in which the final payment was released by the CITY, or until final resolution of matters resulting from any litigation, claim, or audit that started prior to the expiration of the three (3) year record retention period.

6. Inspections/Audits. The COUNTY reserves the right to inspect the Project, as well as the right to audit any and all financial records pertaining to the Project at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY if the CITY refuses to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes. Following receipt of an audit report identifying any reimbursement due the COUNTY, the CITY will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.

7. Terminate. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the CITY's non-compliance with the terms and conditions of this Interlocal Agreement if the CITY fails to cure such material non-compliance within ten (10) days after receiving notice thereof from the COUNTY or within such additional time as the COUNTY may allow. If the CITY fails to cure such

material non-compliance within the time allowed, the CITY agrees to return those funds to the COUNTY within sixty (60) days after the termination and demand for refund by the COUNTY.

8. E-verify. The CITY recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the CITY shall:

A. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

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

9. Default. Upon the occurrence of any event of default by the CITY, all obligations on the part of the COUNTY to make any further payments of funds pursuant to this Interlocal Agreement 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 thereby waiving the right to exercise any remedy which it may have without becoming liable to make any further payment.

10. Indemnification and Sovereign Immunity.

A. As to any legal action brought by persons or entities who are not a party to this Interlocal Agreement, to the extent permitted by law, the CITY agrees to be liable for any and all damages, losses, and expenses incurred by the COUNTY, caused by the acts and/or omissions of the CITY arising out of or in any way connected with this Interlocal Agreement or any future modifications hereof. For acts or omissions caused by the CITY, the CITY shall defend and hold the COUNTY harmless from any and all legal actions, claims, demands by any person, arising out of or in any way connected with this Interlocal Agreement or any future modifications hereof.

B. As to any legal action brought by persons or entities who are not a party to this Interlocal Agreement, to the extent permitted by law, the COUNTY agrees to be liable for any and all damages, losses, and expenses incurred by the CITY, caused by the acts and/or omissions of the COUNTY arising out of or in any way connected with this Interlocal Agreement or any future modifications hereof. For acts or omissions caused by the COUNTY, the COUNTY shall defend and hold the CITY harmless from any and all legal

actions, claims, demands by any person, arising out of or in any way connected with this Interlocal Agreement or any future modifications hereof.

C. The COUNTY and the CITY expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Interlocal Agreement to the contrary, nothing in this Interlocal Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY or CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY or the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. Entire Agreement. This Interlocal Agreement, and any amendments hereto, constitutes the entire Agreement between the parties relating to the specific matters set forth herein, and no other prior agreements or understandings shall have any force or affect whatsoever on this Interlocal Agreement or the parties hereto.

12. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and to the CITY. All notices required and/or made pursuant to this Interlocal Agreement to be given to the COUNTY and the CITY shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attention: County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

CITY: City of Sebring
Attention: CITY Manager
368 South Commerce Avenue
Sebring, Florida 33870

13. Governing Law and Venue. The laws of the State of Florida shall govern all aspects of this Interlocal Agreement. In the event it is necessary for either party to initiate legal action regarding this Interlocal Agreement, venue shall lie in Highlands County, Florida.

14. Waiver. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Interlocal Agreement or to exercise any right of option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

15. Amendment. The covenants, terms, and provisions of this Interlocal Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Interlocal Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

16. Severability. All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Interlocal Agreement. It is understood by the parties hereto that if any part, term, or provision of this Interlocal Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Interlocal Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Interlocal Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable. Nothing in this Interlocal Agreement shall be construed to benefit any person or entity not a party to this Interlocal Agreement.

17. Joint Negotiations. This Interlocal Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Interlocal Agreement shall be construed as the product of any one of the parties hereto.

18. Recording. The COUNTY shall record this Interlocal Agreement as required by the Florida Interlocal Cooperation Act of 1969 immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the CITY.

(Signatures on following page)

IN WITNESS WHEREOF, this Interlocal Agreement is hereby effective on the date signed by the last party.

HIGHLANDS COUNTY, a political subdivision of the State of Florida

By:_____
Kevin Roberts, Chairman

Dated:_____

Attest:

_____
Jerome Kaszubowski, Clerk of Court

CITY OF SEBRING

By:_____
John Shoop, Mayor

Dated: _____

Attest:

_____
CITY Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Sherri Bennett, HR Manager**

SUBJECT/TITLE: **Request approval of an Agreement with RSC INSURANCE BROKERAGE, INC. d/b/a RISK STRATEGIES COMPANY, f/k/a Gehring Group, Inc as Agent of Record for Health Benefits.**

STATEMENT OF ISSUE

The original contract with the Gehring Group was solicited under RFP 18-025 and has served as the Insurance Agent of Record for Health Benefits beginning June 19, 2018, expiring June 19, 2024. Gehring has undergone a name change to RSC INSURANCE BROKERAGE, INC. d/b/a RISK STRATEGIES COMPANY. The request is to move forward with an Agreement with RSC based on Purchasing Manual exemption 17 allowing waiver of solicitation process for insurance related services. It agreement is in the best interest of the County to continue with RSC at the same services and pricing agreed upon in the contract dated June 19, 2018 with Gehring for another five (5) years.

RECOMMENDED ACTION

Move to approve a five (5) year contract with RSC INSURANCE BROKERAGE, INC. d/b/a RISK STRATEGIES COMPANY, f/k/a Gehring Group, effective June 20, 2024 and expiring June 19, 2029, as Insurance Agent of Record for Employee Health Benefits.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Agreement RSC fka Gehring Group apv by lgl 5-2024.pdf

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and RSC INSURANCE BROKERAGE, INC. d/b/a RISK STRATEGIES COMPANY, a Delaware Corporation, 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410, hereinafter referred to as the "AGENT".

WITNESSETH:

WHEREAS, the COUNTY originally issued a Request for Proposals, RFP # 18-025, for the Insurance Agent of Record for Employee Health Benefits; and

WHEREAS, the AGENT submitted a proposal related to RFP # 18-025, and was entered into an agreement with the COUNTY on June 19, 2018, and has providing such insurance services to the COUNTY since that time; and,

WHEREAS, pursuant to the COUNTY's Purchasing Policy, Section 17, the COUNTY may procure insurance without following a competitive solicitation process; and

WHEREAS, the COUNTY has determined that it is in its best interest to maintain the services of the AGENT without following a competitive solicitation process.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall be for a period of five (5) years beginning on June 20, 2024.

SECTION 3. SCOPE OF SERVICES.

The AGENT shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE AGENT.

Obligations of the AGENT shall include, but not be limited to, the following:

A. It is understood that the AGENT shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or

materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The AGENT will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The AGENT will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The AGENT may subcontract the services requested by the AGENT; however, the AGENT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

A. The AGENT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the AGENT agrees that the AGENT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The AGENT shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The AGENT covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

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

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the AGENT for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the AGENT, the COUNTY will hold any amounts due until such time as the AGENT has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the AGENT.

SECTION 7. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the AGENT, the COUNTY shall compensate the AGENT for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the AGENT, or at the written request of the AGENT, the COUNTY shall compensate the AGENT for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the AGENT.

SECTION 9. INSURANCE.

A. The AGENT shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million

Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the AGENT shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured AGENT,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The AGENT shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the AGENT's obligation to fulfill the insurance requirements specified herein.

E. The AGENT shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the AGENT shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The AGENT hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The AGENT shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the AGENT and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the AGENT and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the AGENT's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the AGENT in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

B. AGENT 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 AGENT 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 AGENT or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the AGENT transfers all public records to the COUNTY upon completion of the contract, the AGENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENT keeps and maintains public records upon completion of the contract, the AGENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. INDEPENDENT AGENT.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the AGENT, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The AGENT will retain sole and absolute discretion in the judgment of the manner and means of carrying out the AGENT's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The AGENT, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The AGENT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The AGENT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, which arise from or related to negligent, wrongful or illegal acts and/or omissions of the AGENT, and/or any of its employees, agents, sub-contractors, representatives, volunteers or the like, in the performance of the services provided herein and this Agreement. The AGENT agrees to indemnify, defend and hold the COUNTY harmless from and against any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, through and including any appeals, in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The AGENT waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the AGENT shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the AGENT shall be appointed in any proceeding brought by or against the AGENT, or if the AGENT shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the AGENT's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the AGENT upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the AGENT. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the AGENT shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:	Board of County Commissioners of Highlands County 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Board of County Commissioners of Highlands County Attn: Sherry G. Sutphen, Esquire 600 South Commerce Avenue Sebring, Florida 33870 ssutphen@roperpa.com
AGENT:	RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company 3500 Kyoto Gardens Drive Palm Beach Gardens, Florida 33410

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the AGENT shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The AGENT warrants that the AGENT has not employed or retained any company or person, other than a bona fide employee working solely for the AGENT, to solicit or secure this Agreement, and that the AGENT has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the AGENT warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The AGENT further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The AGENT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The AGENT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the AGENT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the AGENT, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit

the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the AGENT has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination. The books, records and accounts subject to audit and chapter 119, Florida Statutes, are defined as any those records held by the AGENT related to the services provided herein and this Agreement.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the AGENT 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 AGENT 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 AGENT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the AGENT 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 AGENT'S breach of this provision, any and all such costs shall be paid by the AGENT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The AGENT may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the AGENT shall not use the COUNTY'S letterhead, or any attempted

rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 35. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2023.

HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

AGENT RSC Insurance Brokerage, Inc./
d/b/a Risk Strategies Company

By: _____

Print: Kurt N. Gehring

Title: Managing Director

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Kurt N. Gehring, as Managing Director, of RSC Insurance Brokerage, Inc. d/b/a Risk Strategies Company who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Agent, and who is personally known to me or who produced personally Known as identification, and who did/did not take an oath this 10th day of May, 2024.

(stamp)
VALERIE JEAN ENSINGER
MY COMMISSION # HH103629
EXPIRES: March 21, 2025

Valerie Jean Ensinger
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

The AGENT will be responsible for the health benefits plan administration and will foster working relationships with Human Resources/Insurance departments within the County, each Constitutional Office and the participating outside Agencies in the health plan. AGENT acknowledges that the COUNTY wishes to ensure it obtains the lowest cost coverages while maintaining the best available benefits.

The Agent will provide, according to best commercial practices:

A. Annual review of employee health benefits for quality of benefit provided, cost effectiveness, competitiveness, and plan administration in conjunction with the COUNTY and make recommendations concerning any changes in terms, conditions, and limits.

B. Assist with annual health benefit renewals, including negotiation of any change in contracts.

C. If health benefits are marketed, prepare RFP specifications, identify appropriate markets, analyze Proposals submitted, make recommendations, and assist in negotiation of contracts.

D. Provide such actuarial and/or consulting services as may be necessary to develop and communicate recommendations to include:
   1. Written analysis with sufficient details to support conclusions and recommendations.
   2. A discussion of any federal or state legislation affecting the funding of public health insurance programs.
   3. Complete details on claim administration and cost containment features of the recommended program.
   4. Any other information the agent deems appropriate.
   5. Review the health vendors documents and communication materials for accuracy of coverage, terms, and conditions.

E. Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred benefits.

F. Provide estimates of renewal rates and assist County staff in preparation of budget figures for health benefits.

G. Evaluate appropriateness of alternative financing mechanisms such as partial or self-funding, and assist in structuring such financing, including recommendations pertaining to retention levels, stop-loss limits, etc.

H. Provide information on employee benefit issues, trends, and proposed or new legislation.

I. Be available to meet, as needed or at a minimum of twelve times a year with the Highlands County Board of County Commissioners, County staff, the Insurance Committee, and the general employee population for any insurance-related needs that may arise.

J. Assist in design and delivery of employee health benefits communication pieces, including presentations at the Health Benefits Fair and Employee Wellness Program.

K. Additional responsibilities of the AGENT:

Evaluation & Education

- Evaluate benefit plans on a regular basis to ensure a competitive, efficient & cost effective program.
- Review benefit levels, eligibility, and employee contributions and compare to standards for like entities.
- Assist in developing proposals and strategies for use in budgeting process.

Renewal Negotiation

- Negotiate the pricing of benefits provided by carriers at each renewal.
- Analyze claims experience to determine trends and to project future costs.
- Evaluate plan design, funding, and administration alternatives for their potential to reduce cost or improve benefits.

Competitive Solicitation Assistance

- Solicit and evaluate proposals from other vendors as needed.
- Prepare solicitation specifications, negotiate terms, and make recommendations.
- Perform RFP for annual Stop-Loss renewal
- Prepare specifications for a health clinic and advise Insurance Committee with selecting the most appropriate option(s).

Employee Communication

- Develop custom open enrollment and new hire communications to help employees better understand and appreciate their benefits.
- Assist in the coordination of Open Enrollment and Wellness events
- Conduct employee meetings as appropriate to explain major changes in coverage or to introduce a new carrier.
- Provide and administer one annual employee survey to determine areas of employee concern and/or needed improvement within existing benefits. Complete analysis of survey results and prepare and provide a concise report accompanying an action plan based on survey results.

Enrollment Coordination

- Prepare applications or amendments for signature.
- Organize the submission to the carrier; obtain confirmation of approval.
- Oversee printing of identification cards, booklets, contracts and amendments.
- Provide integrated software for enrollments, changes, and auditing of coverage(s).

Claims Resolution

- Assist employees in resolving claim problems.
- Work with the carriers, providers and collection agencies to ensure accurate and timely benefit payments.
- Coordinate all changes to the benefit program.
- Educate employees on plan benefits and claim procedures to help improve the processing of future claims.

Customer Service

- Provide assistance with billing and administrative needs, such as obtaining supplies, correcting billing errors, and seeking enrollment exceptions.
- Foster relationships with Human Resources/Insurance departments within each Constitutional Office and Outside Agency that participates in the health plan. The AGENT is expected to communicate directly with these entities.

Compliance Support

- Provide assistance in complying with various federal and state requirements, such as ACHA, PPACA, COBRA, HIPAA, FMLA, and ERISA.
- Provide guidance on responsibilities, and explain consequences of non-compliance.
- Research technical issues and suggest useful resources.
- Provide training as required to the Contact persons listed below.

Tracking Benefits

- AGENT will provide an electronic technology identified as BenTek which is equal to or better than "PlanSource" that is currently used. The system is flexible and an extensible health exchange and benefits engagement platform for benefits shopping, enrollment, billing and ongoing administration. The BenTek electronic technology will be used Health, Dental, Vision, Life, Employee Assistance Program, MDLive and Flexible Spending Account, and voluntary products such as AFLAC, TransAmerica or Nationwide (if possible based upon carrier enrollment requirements and capability).
- The electronic technology, if possible, should have the capability to interface with FinPlus, Superion or various payroll systems.
- Bentek software is a service from Bentek, LLC that the AGENT has included in their compensation rates. The AGENT will assure that the County can contract separately for services with Bentek, LLC if this agreement is terminated.

Exhibit "B"
Compensation

Line of Coverage	*Commission Rate*
Medical ASO	*$7.50 PEPM*
Reinsurance	*10%*
Dental ASO	*$1.00 PEPM*
Vision	*5%*
Life and AD & D	*10%*
Disability (if provided)	*10%*
Voluntary Products (Aflac, etc.)	*Carrier Standard Rates*

The commission structure above is inclusive of the services outlined in the Exhibit "A" Scope of Services and without any additional hourly fees or charges for staff or travel. This compensation includes no limit to the onsite meetings with the COUNTY. Furthermore, the compensation above includes:

*Production of an annual employee benefits handbook (including printing costs)
*BenTek Online Enrollment and Administration System including all training costs
*Annual 112.08 filing of actuarial soundness
*Online HR research tool for all employees and family members called *Think HR*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request approval of the Agreement with Madden Media to perform Website design, creation and maintenance services for Visit Sebring.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC) included in their FY23 plans to design and build out a new website for Visit Sebring. Having built a relationship with Madden Media through their Digital Marketing & Content Storytelling and Travel Guide Design services for Visit Sebring, the TDC has also elected to procure Madden Media's services for the design and build out of the new website for Visit Sebring.

RECOMMENDED ACTION

Move to approve the Agreement with Madden Media to perform Website design, creation and maintenance services for Visit Sebring.

FISCAL IMPACT

There is no fiscal impact to Fund 152 (Tourist Development Trust) or the overall budget. The total contract cost for design and creation of the Website with Madden Media is $84,460.00. This item was planned for and budgeted in the Tourist Development Division's budget for fiscal year 2023-2024 and will be paid from Fund 152 (Tourism Development), Cost Center 5305 (Marketing and Promotions), Account 54800 (Promotional Activities).

Attachments: Visit Sebring-Madden_Piggyback_May 20 2024 (002).pdf

AGREEMENT

THIS AGREEMENT is made by and between HIGHLANDS COUNTY, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and MADDEN PREPRINT MEDIA LLC, 31 North 6th Avenue, Suite 105-157, Tucson, Arizona 85701, hereinafter referred to as the "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the COUNTY has determined that it is in its best interest to make a purchase, utilizing that Professional Services Agreement between the County of Alachua, Florida and the CONTRACTOR, dated November 16, 2023, attached hereto as **Exhibit "A"**, and made a binding part hereof by this reference, hereinafter referred to as the "Cooperative Contract", which was competitively solicited for and negotiated by the County of Alachua through RFP 23-399; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the services required by the COUNTY; and,

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

This Agreement is effective on the date of execution by the COUNTY and continues until the completion by CONTRACTOR, which shall be no later than January 31, 2025, and acceptance by the COUNTY, of the redesign/build out of the Visit Sebring, Highlands County website (https://www.visitsebring.com) (hereinafter referred to as the "Website").

Following acceptance by the COUNTY of the redesign/build out of the Website, this Agreement shall continue for a period of two years for yearly maintenance of the Website ("maintenance period"), unless earlier terminated as provided by the terms contained within the Cooperative Contract.

Pursuant to Article 3.B., **Term** of the Cooperative Contract, the term of this Agreement may be extended for two (2) additional two (2) year terms.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the COUNTY as set forth in the Cooperative Contract for those services necessary for the redesign/build out of the Website, as needed by the COUNTY.

CONTRACTOR shall submit invoices to the County at the following address, unless otherwise directed by the County:

Visit Sebring

501 S. Commerce Ave.
Sebring, FL 33870

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

Any reference to "County Manager" in the Cooperative Contract is substituted with "County Administrator" for purposes of this Agreement, any reference to "Alachua County" in the Cooperative Contract is substituted with "Highlands County" for purposes of this Agreement, any reference to "Gainesville" in the Cooperative Contract is substituted with "Sebring" for purposes of this Agreement, and any reference to "Professional" is substituted with "CONTRACTOR" for purposes of this Agreement.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

COUNTY:	Highlands County Attn: Laurie Hurner, County Administrator 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, Townsend & Sutphen, P.A. Sherry G. Sutphen, Esquire 255 S. Orange Ave, Suite 750 Orlando, Florida 32803 Ssutphen@roperpa.com
CONTRACTOR:	Madden Preprint Media LLC Sarah Hupp Foster 31 N 6th Ave Suite 105-157 Tucson, AZ 85701

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Highlands County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of **Exhibit "A"** attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this Agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may

have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 13. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY RECORDS MANAGER
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 for the scope of this Agreement.
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 allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the COUNTY. If the CONTRACTOR transfers all public records to the COUNTY upon completion of this 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, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 16. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

Review as to form and legal sufficiency:

_____
Sherry G. Sutphen, County Attorney

CONTRACTOR

_____
Print: Sarah Hupp Foster

Title: COO

STATE OF AZ
COUNTY OF Pima

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Sarah Hupp Foster, as Representative, of Madden Media, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Arizona State Drivers License as identification, and who did/did not take an oath this 20th day of May, 2024.

(stamp)

JOSHUA MARTINKA NOTARY PUBLIC STATE OF ARIZONA PIMA COUNTY - COMM# 634009 MY COMMISSION EXPIRES 8/3/26

_____
NOTARY PUBLIC

Exhibit "A"
Cooperative Contract between the County of Alachua, Florida and
Madden Preprint Media LLC

PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY & MADDEN PREPINT MEDIA LLC, FOR THE REDESIGN OF THE VISIT GAINESVILLE, ALACHUA COUNTY WEBSITE, NO. 13931

This Professional Services Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Madden Prepint Media LLC, a Foreign Limited Liability Corporation, which is authorized to do business in the State of Florida ("Professional"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the County publicly issued Request for Proposal 23-399 seeking qualified professionals to redesign the Visit Gainesville, Alachua County website; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Professional as top ranked entity in the solicitation process; and

WHEREAS, the Professional is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Professional to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Professional agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.

2. **Scope**. In accordance with the terms and conditions of this Agreement, Professional agrees to provide services necessary to the redesign of the 'Visit Gainesville, Alachua County' website, http://VisitGainesville.com ("Website"), as more particularly described in the Scope of Services attached hereto as **Exhibit "1"** and incorporated herein ("Services") for and as needed by the County. Professionals acknowledge that time is of the essence completing the Services. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

3. **Term**.

   A. This Agreement is effective on the day the last Party signs it and continues until the completion by the Professional, and acceptance by the County, of the new/redesigned Website as described in Exhibit 1, unless earlier terminated as provided herein.

   B. Following the acceptance of the Website by the County's Tourism Manager, this Agreement shall continue for a period of two years for yearly maintenance of the Website ("maintenance period"), unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for 2 additional 2 year term(s).

4. **Qualifications**. By executing this Agreement, Professional makes the following representations to County:

   A. Professional is qualified to provide the Services required by this Agreement.
   B. Professional will perform the Services with the skill and care which would be exercised by a qualified professional performing similar services at the time and place such

Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Professional will, at his/her own cost and expense, re-do the Services to correct the deficiency.

C. Professional is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.

D. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other professionals for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment**.

A. The County will pay and Professional will accept a lump sum of **$84,460.00** for the programming, design/redesign, and creation of the Website and for the Services provided for the County.

B. After the completion of the Website and the Services by the Professional, and acceptance by the County, the County agrees to pay the Professional during the maintenance period an amount not to exceed $30,360.00 annually, payable at $2,530.00 monthly for the maintenance of the Website.

C. As a condition precedent for any payment, Professional must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Professional's invoice must describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and the person(s) rendering such Services. Professional's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Professional's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Professional covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Professional's invoice for final payment shall further constitute the Professional's representation to the County that, upon receipt by the Professional of the amount invoiced, all obligations of the Professional to others, including its consultants and subcontractors, will be paid in full. Professional shall submit invoices to the County at the following address, unless otherwise directed by the County:

Visit Gainesville
33 N. Main Street
Gainesville, FL 32601

D. The County will make payment to Professional for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

E. If the County has reasonable cause to suspect that any representations of Professional relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Professional until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

F. The County's performance and obligation to pay under this Agreement is contingent

upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Professional agrees to cooperate with County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance**. Professional will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "2"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "2-A"**.

7. **Deliverables**. All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Professional, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Professional represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Professional's representations pertaining to the deliverables.

8. **Personnel**.

A. Professional will ensure that all Professional's personnel who perform the Services, or perform any part of the Services, are competent, reliable and experienced to perform their assigned task timely and satisfactory. The Professional shall ensure that no barring illness, accident and other unforeseeable events, the Parties anticipate the following individuals, who are employed or retained by Professional, will perform the Services:

Name	Function
Danah Heye,	Director of Business Development
Lauren Hartog,	Account Strategist
Curtis Thompson,	SVP Technology
Ethan Steigerwald,	MarTech Director
Pierce Hicks,	MarTech Strategist
Katy Livingston,	Sr. Creative Director
Jon Aritgas,	Art Director

Emily Gonzales	Destination Strategy Director
Tim Jackson.	Content Strategist
Hannah Wenrick.	Jr Graphic Designer

B. In the event a person above is no longer going to provide the Services or Professional intends to substitute personnel listed above. Professional will notify the County. Professional will propose to the County a different person with equal or higher qualifications. A modification of the above personnel list does not require an amendment to this Agreement. At the discretion and upon request of the County's Tourism Manager. Professional will cease having a named employee provide Services to the County under this Agreement.

C. The Professional shall ensure that its representative(s) or employees who did or may have participated in a Citrus County Manatee Campaign shall not provide Services to Alachua County under this Agreement. It shall be grounds for termination of this Agreement if the Professional utilizes these personnel to provide Services or work on the Website for Alachua County.

9. **Alachua County Minimum Wage**. If. as determined by County. the Services to be performed under this this Agreement are 'Covered Services'. as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"). then during the term of this Agreement and any renewals. Professional shall pay its 'Covered Employees'. as defined in the Wage Ordinance. no less than the Alachua County Government Minimum Wage ("Minimum Wage"). as may be amended by the County. Professional will require the same of its subcontractors and subconsultants who provide the Services. If applicable. Professional will certify this understanding. obligation. and commitment to County through a certification. a copy of which is attached hereto as **Exhibit "3"**. Professional will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary. or indispensable. party in any litigation between Professional and subcontractor. At this time of execution of this Agreement. the prevailing Minimum Wage is as follows. which is subject to change during the term of this Agreement. and will be updated. and be applicable. without the necessary of amendment to this Agreement:

$17.00 per hour with qualifying health benefits amounting to at least $2.00 per hour	$19.00 per hour without health benefits

If applicable to the Services under this Agreement and to Professional. failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218. Florida Statutes.

10. **Default and Termination**.

A. Termination for Default: The failure of Professional to comply with any provision of this Agreement will place Professional in default. If Professional is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Professional with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Professional will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Professional. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Professional.

D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Professional will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Professional in performing this Agreement, whether completed or in draft. In the event of termination, Professional's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Professional shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

11. **Indemnification**. **PROFESSIONAL HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS,**

EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF PROFESSIONAL OR PROFESSIONAL'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM PROFESSIONAL'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Professional's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Professional or Professional's employees, representatives or agents, then Professional will investigate, respond to and provide a defense for any allegations and claims, at Professional's sole costs and expense. Furthermore, Professional will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Professional and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

With respect to any Services, work or goods provided under or arising from this Agreement, the Professional shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees and costs, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Professional's products or County's operation or use of Contractor's products or Services in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or is likely to become the subject of such a suit, the Professional may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Professional hall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

12. **Notice**. Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, or email to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing or email address by giving the other Party, written notice of election to change the address.

To Professional	To County:
Madden Prepint Media LLC	Visit Gainesville, Alachua County 33 N. Main Street Gainesville, FL 32601

31 N 6th Ave Suite 105-157
TUCSON, AZ 85701

jhurov@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

13. **Standard Clauses**.

A. Public Records. In accordance with §119.0701, Florida Statutes, Professional, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
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 law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Professional does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Professional or keep and maintain public records required by the County to perform the Services. If Professional transfers all public records to the County upon completion of the Agreement, Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Professional keeps and maintains public records upon completion of the Agreement, Professional 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 County's information technology systems.

IF PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Professional fails to comply with this section, Professional will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Professional who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Professional will take reasonable measures to protect, secure and maintain any data held by Professional in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Professional suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Professional shall immediately notify the County in writing and will work, at Professional's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Professional may claim that some of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Professional. County will promptly notify Professional in writing if the County receives a request for disclosure of Professional's Confidential Information. Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Professional's Confidential Information in a manner not contemplated by this Agreement. Professional shall investigate, handle, respond to, and defend, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Professional is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Professional shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Professional releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Professional to submit to an audit, by any auditor of the County's choosing. Professional shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Professional shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Professional agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Professional to the County, Professional shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Professional's invoices or records must be made. If the Overcharged Amount is equal to or greater than $50.000.00, Professional shall pay to County the Overcharged Amount

and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Professional. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Professional whether under this Agreement and any other agreement between Professional and County. If such amounts owed to Professional are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Professional hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Professional. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Professional in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Professional will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Professional is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Professional is not familiar with laws, ordinances, rules and regulations, Professional remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Professional each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Professional is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Professional is solely responsible for the means, method, technique, sequence, and procedure utilized by Professional in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at https://www.uscis.gov/E-Verify. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract

was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

K. Conflict of Interest. Professional warrants that neither Professional nor any of Professional's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Professional shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Professional warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Professional to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Professional breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Professional declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review

and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Professional, through its duly authorized representative.

PROFESSIONAL

By: _____

Print: Sarah Hupp Foster

Title: COO

Date: 10/20/23

IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary Alford, Chair
Board of County Commissioners

Date: Nov 16, 2023

ATTEST

_____
J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Approved as to form:

DocuSigned by:
Diana Johnson
9E797AB46776484...

Alachua County Attorney's Office

Exhibit 1: Scope of Services

The Professional shall redesign the Visit Gainesville, Alachua County Website. The Services provided by the profession include, but are not limited to, the following.

1. Website Development and Design

1.1. The Professional will select a Content Management System (CMS) and technology for the website environment, including discovery, branding, and overall design best practices.
1.2. The Professional should provide at least 3 unique designs for County review.
1.3. The Professional will be responsible for conducting a full discovery, including:
1.3.1. Gathering complete technical requirements in initial discovery for assessment of Alachua County tourism needs, providing a CMS solution and guidance in designing and coding a new Alachua County tourism website (VisitGainesville.com)
1.3.2. Recommendation of new website properties and technologies.
1.3.3. Providing at least three unique working site outlines and wireframes, including a site map, and concept design (artwork concept and layout).
1.3.4. Migration plan and implementation timeline from current website to new website, including usernames, passwords, access and any other requirements for migration.
1.3.5. Plan for beta testing with description of the sample size of testers and length of testing;
1.3.6. Archiving and documenting of the initial programming and coding of the redesigned website provided to the County for subsequent usage and maintenance.

2. Design Requirements

2.1. The website will have a dynamic, unified look and feel consistent with Visit Gainesville, Alachua County's brand standards, and be responsive in design.
2.2. Site must have the capability to display forms such as a "contact us" submission form that sends information via email directly to Tourism staff.
2.3. A printable and sharable events calendar that allows for images and rich media to be included into the details.
2.4. Create and maintain partner pages, including the ability for Alachua County Tourism staff to be able to create and manage user accounts and profiles.
2.5. Auditing and logging of user activity.
2.6. Develop training manuals for staff to be able to change content, assets, and documentation on all pages of the website to adapt for future needs.
2.7. The website must be able to integrate with existing and future social media platforms (Facebook, Instagram, Twitter, etc).
2.8. Incorporate Google analytics and Google Tag Manager.
2.9. Incorporate a predictive search function.
2.10. Allow for Google map integration.

2.11. Include a plan and implementation of Search Engine Optimization (SEO) best practices.
2.12. Ability to activate the website into an Emergency Mode, displaying an important banner and message.
2.13. Integrated system for creation and distribution of the What's Good event guide across the web platform and in the Constant Contact system.

3. Technical Requirements

3.1. Recommended hardware server requirements and configuration.
3.2. Functional and quality assurance testing on the website includes:
3.3. Compatible with all operating systems and browsers, including mobile.
3.4. The website should be designed to HTML5 standards and be ADA Compliant (WCAG 2.1).
3.5. Screen resolutions and image quality including responsiveness for mobile devices and tablets. Assistive technologies to meet standard ADA requirements, including color blindness and text sizing.
3.6. Site must be able to be rendered in different languages.
3.7. All interaction with other systems or widgets will integrate gracefully, including CSS files.
3.8. Web solutions should not require Silverlight, Java, or Flash.
3.9. Ability to manage Meta Information and Open Graph information.
3.10. Page load times minimized and considered.
3.11. Site supports SSL fully, including all supporting assets.
3.12. Cookies set with "secure" attribute.
3.13. HTTP site and www site at the same domain name should serve only to redirect people anonymously to the correct HTTPS URL

4. Professional Support and Retainer Services

4.1. Maintain the website including any custom code, plugins, and third-party software that is required for the website to function;
4.2. Back up all content, assets, and code for the website to a disaster recovery (a fail-safe environment) and quality assurance servers.
4.3. Provide priority emergency support for any hacks, downtime and broken links (HTTP 404) found on the website, and restore the site in no more than one calendar day at no cost;
4.4. Maintain critical out-of-band security/plugin updates that require immediate action and resolution by testing and applying on monthly scheduled dateime (during nonpeak hours) and including providing recommendations of any plugins that are outdated that need to be replaced to ensure a cohesive functionality of the website that remains responsive, proactive, and intuitive for user experience;
4.5. Ensure browser support and compatibility;

4.6. Provide a secure and regularly monitored service and data environment to protect against malware, intrusion, phishing, and other forms of hacking and spamming or open ports that adheres to the best practices in web and data security. Controls must be in place to secure all data and provide full back up, so that the website is up with little downtime;
4.7. Ensure downtime is minimized, with a guaranteed response time and reporting mechanisms to log activity, debugging, traffic monitoring, server health and compatibility issues.
4.8. SEO site checkup and results reporting on a monthly basis;
4.9. Evidence of tracking analytics, including an audit log of user activity and monitoring on the backend of the website, which will be provided on a monthly basis;
4.10. Researching and identifying evolving technologies and trends in website and social media, evaluate opportunities, and recommend any digital components to further enhance the website; and
4.11. Provide core personnel and subcontractor contact information, username and level of access relevant to all aspects of the website, especially during on-call and emergency disaster needs.

5. Project Planning and Reports

5.1. Project management including, without limitations, status reports, development and management of timelines, project budgets and estimates, and ensuring effective, timely and cost-efficient delivery of projects;
5.2. Manage and implement cohesive project/campaign strategies in a collaborative environment with departmental staff and other agencies of record;

6. Change Orders and overall changes to project scope.

6.1. Accountability for budget control for multiple projects and timely, accurate invoicing.
6.2. Professional must obtain written authorization in advance of all work and bill Alachua County monthly with detailed supporting documentation attached to all invoices to ensure proper backup;
6.3. Provide all Change Orders in writing via email for items outside the scope of the accepted project so that Alachua County Tourism staff and Procurement can review, approve and follow Procurement process.

7. Security Best Practices

7.1. The site shall be a stand-alone site and not require Alachua County Network access.
7.2. All Security Updates and Patches should be done in a timely manner.
7.3. The website should not list any County emails but should use forms to communicate to Alachua County staff (hiding internal emails).
7.4. Ensure that website redirects are handled in a secure manner.

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7.5. Professional will work with the Alachua County Tourism staff for implementation and maintenance of the website so Alachua County Tourism staff will have knowledge for general troubling shooting purposes.
7.6. All website maintenance shall be done in accordance with industry best practices to include monthly patching and updates to reduce the risk of security vulnerabilities.
7.7. Professional will setup a production and testing website environment.
7.8. Updates to the website will be coordinated with Alachua County Tourism.
7.9. Work with Alachua County to review and coordinate all Disaster Recovery Site Plans. Service Level Agreements and Timing of Backups for Site Restoration Purposes.

Exhibit 2: Insurance Requirements

TYPE "B" INSURANCE
REQUIREMENTS
"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. **COMMERCIAL GENERAL LIABILITY**.
Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,0000 Products / Completed Operations Aggregate,

$1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $50,000 Fire Damage Liability and $5,000 Medical Expense.

II. **AUTOMOBILE LIABILITY**.
Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

III. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**.
A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
B. Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

IV. **PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O)**.
Professional (E&O) Liability must be afforded for not less than $1,000,000 each claim, $1,000,000 policy aggregate

V. **CYBER LIABILITY COVERAGE (when applicable)**
Vendor shall procure and maintain for the life of the contract in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of $1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. **OTHER INSURANCE PROVISIONS**.
A. The policies are to contain, or be endorsed to contain, the following provisions:
B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

VII. **SUBCONTRACTORS**

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 2-A: Certificate of Insurance

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lovitt & Touché A Marsh and McLennan Agency, LLC
8605 E. Raintree Drive, Suite 200
Scottsdale AZ 85260

CONTACT NAME: Tammy Demeter
PHONE (A/C, No, Ext): 602-956-2250 **FAX (A/C, No):**
E-MAIL ADDRESS: tdemeter@lovitt-touche.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Hartford Accident and Indemnity Company	22357
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MADDPRE-C1
Madden Preprint Media, LLC, dba: Madden Media
345 E. Toole Ave
Tucson AZ 85701

COVERAGES **CERTIFICATE NUMBER:** 1911509834 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	59SBAAE5XW9	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
A	AUTOMOBILE LIABILITY	Y	Y	59SBAAE5XW9	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y		59SBAAE5XW9	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	59WECAS7WZW	12/31/2022	12/31/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability			59OH034450423	1/1/2023	1/1/2024	Each Claim Aggregate Retroactive Date	2,000,000 2,000,000 05/24/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The above-indicated Additional Insured and Waiver of Subrogation (WOS) are provided with respects to General Liability, Automobile Liability, Workers' Compensation (WOS only) when required in a written and executed contract. Such coverage afforded by these policies for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributory when required in a written and executed contract.

Supporting endorsements attached include: SL3032 (06/21), SL0000 (10/18), WC000313, WC040306 & WC420304B, SU0002 (10/18)

CERTIFICATE HOLDER
Visit Gainesville
33 N Main St
Gainesville FL 32601

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE — **Beginning On Page**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. **Transfer Of Rights Of Recovery Against Others To Us**

   a. **Transfer Of Rights Of Recovery**

   If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

   b. **Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

   If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
   a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AS7WZW **Endorsement Number:**
Effective Date: 12/31/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Madden Preprint Media, LLC,
345 E TOOLE AVE
TUCSON AZ 85701

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

DocuSign Envelope ID: 6E6DCDDA-8F44-4B21-9219-910336EC7B66

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WEC AS7WZW **Endorsement Number:**
Effective Date: 12/31/22 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Madden Preprint Media, LLC
345 E TOOLE AVE
TUCSON AZ 85701

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   All Texas Operations

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **2.** of Section **C. WHO IS AN INSURED**:

a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and

(3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".

d. The insurance afforded to such "insured" only applies to the extent permitted by law.

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Exhibit 3: Certification of Meeting Alachua County Wage Ordinance

Contact Title: PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY & MADDEN PREPINT MEDIA LLC. FOR THE REDESIGN OF THE VISIT GAINESVILLE. ALACHUA COUNTY WEBSITE. NO. 13931

Contract or Bid/RFP #:13931

The undersigned, who is authorized on behalf of the Professional, certifies that all covered employees, contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

Madden Prepint Media, LLC
31 N 6th Ave Suite 105-157
TUCSON, AZ 85701

PROFESSIONAL

By: Sarahuppfoster

Print: Sarah Hupp Foster

Title: COO

Date: 10/20/23

Item #8d, 23-0699, 11142023-13931

Final Audit Report 2023-11-16

Created:	2023-11-16
By:	Steve Donahey (asd@alachuaclerk.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3D2D_YTMq5OqyONk107sGzLWD4Zm54wz

"Item #8d, 23-0699, 11142023-13931" History

Document created by Steve Donahey (asd@alachuaclerk.org)
2023-11-16 - 1:57:04 PM GMT- IP address: 216.194.145.253

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2023-11-16 - 1:59:28 PM GMT

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2023-11-16 - 4:47:52 PM GMT- IP address: 149.19.43.13

Signer boccchairsignature@alachuacounty.us entered name at signing as Mary Alford
2023-11-16 - 6:03:59 PM GMT- IP address: 163.120.80.69

Document e-signed by Mary Alford (boccchairsignature@alachuacounty.us)
Signature Date: 2023-11-16 - 6:04:01 PM GMT - Time Source: server- IP address: 163.120.80.69

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2023-11-16 - 6:04:06 PM GMT

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Signer jki@alachuaclerk.org entered name at signing as J.K. "Jess" Irby, Esq.
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Document e-signed by J.K. "Jess" Irby, Esq. (jki@alachuaclerk.org)
Signature Date: 2023-11-16 - 6:31:59 PM GMT - Time Source: server- IP address: 216.194.145.253

Agreement completed.
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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-118 and approval of the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".**

STATEMENT OF ISSUE

On July 27, 2015, Highlands County and FDOT entered into a Traffic Signal Maintenance and Compensation Agreement. Attached for your signature and review is the Amendment to the Traffic Signal Maintenance and Compensation Agreement. Below are the amendments to the agreement paragraphs and agreement exhibits.

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this amendment.

2. Paragraph 12, Page 3, Attachment 1 of the Amendment to the Agreement dated July 27, 2015 (as amended June 12, 2023) is hereby amended to reflect that the designee of the maintaining agency as its authorized representative is (position) County Administrator.

The County Attorney has reviewed and approved this agreement.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-118 and approve the Florida Department of Transportation (FDOT) Amendment to the Traffic Signal Maintenance and Compensation Agreement as well as Exhibit "A".

FISCAL IMPACT

There is no fiscal impact.

Attachments: Res. 23-24.118 - Traffic Maintenance.AMEND 9 - clean copy.pdf

RESOLUTION NO.: 23-24-118

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION TO EXECUTE AMENDMENT 9 TO AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County and the Florida Department of Transportation ("FDOT") entered into an Agreement for Traffic Signal Maintenance and Compensation dated September 30, 2002, which was renewed and expanded through the Traffic Signal Maintenance and Compensation Agreement dated July 27, 2015, and has been amended on various occasions throughout the years (collectively the "Agreement"); and

WHEREAS, the Agreement contemplates annual revisions to the Exhibit "A" list of traffic signals and other devices which are maintained by the County as part of the Agreement; and

WHEREAS, from time-to-time FDOT determines that additional revisions are needed beyond changes to Exhibit "A"; and

WHEREAS, Highlands County has determined that in order to promote efficient government operations, it is in its best interest and the interest of the travelling public to authorize the amendments to the Agreement as well as requested amendments to Exhibit "A," as set forth in Amendment 9.

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. **Authorization to Execute Amendment 9 to Agreement.** The County hereby approves Amendment 9 to the Agreement attached hereto as **Exhibit "A"** and authorizes the Chairman, or Vice-Chairman, to execute Amendment 9 to the Agreement on behalf of Highlands County.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to Amendment 9 to the Traffic Signal Maintenance and Compensation Agreement with FDOT, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

_____
Kevin Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

EXHIBIT “A”
Amendment 9 to Agreement

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARX96
FINANCIAL PROJECT NO. 412671-1-88-01
F.E.I.D. NO. F596000655058
AMENDMENT NO. 9

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, 2024, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and HIGHLANDS COUNTY ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on July 27, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

2. Paragraph 12, Page 3, Attachment 1 of the Amendment to the Agreement dated July 27, 2015 (as amended June 12, 2023) is hereby amended to reflect that the designee of the maintaining agency as its authorized representative is (position) County Administrator .

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Maintaining Agency:
HIGHLANDS COUNTY, FLORIDA

By: _____
(Authorized Signature)

Name: Kevin Roberts

Title: Chair, Board of County Commissioners

Date: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Name: Mark Mathes, P.E.

Title: District Traffic Operations Engineer

Date: _____

Legal Review: _____ DS SEJ

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency:** **Highlands County**

Effective Date: 7/1/2024 **To: 6/30/2025** FPID: 412671-1-88-01 Contract: ARX96

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 25/US 27	SR 70	183	$ 4,024						$ 403				$ 127							$ 4,554
SR 25/US 27	CR 621/INTERLAKE BLVD	184**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	DAL HALL BLVD/TOWER	185**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	S LAKEVIEW RD	1579**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	LK JOSEPHINE/TWITTY RD	186			$ 975				$ 403											$ 1,378
SR 25/US 27	SR 66/SR 700/US 98	187**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	GEORGE BLVD	188					$ 1,362		$ 403				$ 127							$ 1,892
SR 25/US 27	CR 17A/HIGHLANDS AVE	189		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	DESOTO SQUARE	190		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	SR 17/SEBRING RD	191		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	SE LAKEVIEW DR	192		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	SPARTA RD	193		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	GOLFVIEW DR	194		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	CR 634/HAMMOCK RD	196		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	CR 634A/FLARE ROAD	197		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	VICKI DR/MALL ENTRANCE	198		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	SPARROW AVE	199		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	THUNDERBIRD RD	200		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	NEW LIFE WY/BAYVIEW ST	201		$ 5,720					$ 403				$ 127					$ 708		$ 6,958
SR 25/US 27	SEBRING PKWY/SCHUMACHER RD	202		$ 5,720					$ 403			$ 127	$ 127					$ 708		$ 7,085
SR 25/US 27	SUN N LAKE ESTS/VALERIE BLVD	203**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	SACHSENMAIER/COLLEGE DR	204**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	CR 17A/STRYKER RD	208**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 17/	CR 17/KENILWORTH BLVD	210	$ 4,024						$ 403				$ 127							$ 4,554
SR 17/	SEBRING PKWY	212	$ 4,024						$ 403				$ 127							$ 4,554
SR 70/	CR 721	216			$ 975				$ 403				$ 127							$ 1,505
US 27 NB	S OF TOMOKA BLVD (Shoulder)	F142									$ 393									$ 393
US 27 NB	S OF TOMOKA BLVD (Median)	F143									$ 393									$ 393
US 27 SB	N OF TOMOKA BLVD (Median)	F144									$ 393									$ 393
US 27 SB	N OF TOMOKA BLVD (Shoulder)	F145									$ 393									$ 393
US 27 NB	GEORGE BLVD	F146									$ 393									$ 393
US 27 NB	GEORGE BLVD	F147									$ 393									$ 393
US 27 SB	GEORGE BLVD	F148									$ 393									$ 393
US 27 SB	GEORGE BLVD	F149									$ 393									$ 393
SR 17	GLENWOOD AVE	F150				$ 780														$ 780
SR 17	FIELDER BLVD	F152				$ 780														$ 780
SR 17	CANFIELD ST	F154				$ 780														$ 780
US 98 EB	W OF COWHOUSE RD	F159									$ 393									$ 393
US 98 WB	W OF COWHOUSE RD	F160									$ 393									$ 393
US 27 NB	S of Le Club Dr	F714									$ 393									$ 393
US 27 NB	S of Le Club Dr	F715									$ 393									$ 393
US 27 NB	S of Hickory Ln	F716									$ 393									$ 393
US 27 NB	S of Hickory Ln	F717									$ 393									$ 393
																				$ -

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TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2025 **Maintaining Agency: Highlands County**

Effective Date: 7/1/2024 To: 6/30/2025 FPID: 412671-1-88-01 Contract: ARX96

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
Avon Park																				$ -
SR 25/US 27	HAL MCRAE ST	205**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	SHOPPING CENTER/MORRILL	206**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 25/US 27	SR 64/SR 17/MAIN ST	207**	$ 4,024	$ 1,176					$ 403	$ 432			$ 127					$ 708		$ 6,870
SR 25/US 27	SHOP 16/LAKE ISIS AVE	1498**	$ 4,024	$ 1,176					$ 403				$ 127					$ 708		$ 6,438
SR 17/	HIGHLANDS AVE	214	$ 4,024										$ 127							$ 4,151
SR 17/	LAKE AVE	215	$ 4,024						$ 403				$ 127							$ 4,554
																				$ -
Sebring																				$ -
SR 25/US 27	FIRE STATION/COUNTRY CLUB LN	195		$ 5,720									$ 127					$ 708		$ 6,555
SR 17/	LAKEVIEW DRIVE SE	209	$ 4,024						$ 403				$ 127							$ 4,554
SR 17/	N PINE ST/LAKEVIEW RD	211	$ 4,024						$ 403				$ 127							$ 4,554
SR 17/	HELENA ST	213			$ 975				$ 403											$ 1,378
																				$ -
																		Total Lump Sum *		$ 214,618

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

** Amount paid for these signals is IMTS rate reduced by recurring Department cost to provide cell connectivity.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 214,618

Maintaining Agency County Administrator Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $15,684.00, and adopt Resolution 23-24-116 for Budget Amendment 23-24-109.**

STATEMENT OF ISSUE

The 2024 Florida Blast Crabs Lacrosse Tournament - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 Florida Blast Crabs Lacrosse Tournament which will take place in Highlands County on June 7-9, 2024. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2024 Florida Blast Crabs Lacrosse Tournament.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $15,684.00, and adopt Resolution 23-24-116 for Budget Amendment 23-24-109.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $15,684.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).

Attachments: Florida Blast - Crabs Lacrosse Tournament.FSF Grant.pdf
23-24-109 Proj 23082 2024 FL Blast_Crabs Lacrosse Tournament (BA).pdf
23-24-109R Project 23082 2024 Florida Blast - Crabs Lacrosse Tournament (Resolution).pdf

FLORIDA SPORTS FOUNDATION
Major Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT–is entered into on May 3, 2024, by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

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

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Laurie Hurner
600 S. Commerce Ave.
Sebring, 33870

3.0 **NOTICES**:

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

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a)-below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Visit Sebring c/o Highlands County**

(c) Name/Date of Event: **Florida Blast - Crabs Lacrosse Tournament 06/06/24-06/09/24** (the "Event").

(a) Total Amount of Grant: $ 15,684

(b) Projected Budget: As provided in Grant Application.

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

(g) Grant Period: 5/3/24 - 06/09/24**.**

5.0 **GRANT REQUIREMENTS**:

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

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

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

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

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

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

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

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

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

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

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

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

9.0 **MODIFICATION**:

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

10.0 **MISCELLANEOUS:**

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

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

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Grant Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

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

For: Florida Sports Foundation	**For: Highlands County**
_____	_____
Joseph Piotrowski,	_____, Chair
Director of Partnership Development	
_____	_____
Date	Date

Attachment A

THIS IS A STATE FUNDED AWARD

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

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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

Agency: **Department of Economic Opportunity**

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

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

Specific Appropriation: **Line Item 2235**

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

Authorization: **GAA**

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

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

4891-3670-3622, v.

REVIEWED
O.M.B DEPARTMENT
May 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/15/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **23082** PROJECT TITLE(S): **2024 Florida Blast - Crabs Lacrosse Tournament** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	23082	0.00	15,684.00		15,684.00
E	152	5305	53400Z	Project Contractual Services	23082	0.00	15,684.00		15,684.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget ammendment is necessary due to the County receiving a $15,684.00 Florida Sports Foundation (FSF) Small Market Grant to support the expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 Florida Blast - Crabs Lacrosse Tournament event in Sebring on 6/6/24 - 6/9/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-109**

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 NO. 23-24-116

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-109 TO THE TOURIST DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-109 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for 2024 Florida Blast - Crabs Lacrosse Tournament to Project #23082 for FY23/24. The net fiscal impact is an increase in the amount of $15,684.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $1,732.00, and adopt Resolution 23-24-117 for Budget Amendment 23-24-110.**

STATEMENT OF ISSUE

The 2024 Liqui Moly Pro Watercross National Tour - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 Liqui Moly Pro Watercross National Tour event which took place in Highlands County on May 3-5, 2024. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2024 Liqui Moly Pro Watercross National Tour event.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $1,732.00, and adopt Resolution 23-24-117 for Budget Amendment 23-24-110.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $1,732.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).

Attachments: 2024 LIQUI MOLY PRO.FSF Grant.pdf
23-24-110R Project 23083 2024 Liqui Moly Pro Watercross National Tour (Resolution).pdf
23-24-110 Proj 23083 2024 Liqui Moly Pro Watercross Nat'l Tour (BA).pdf

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT–is entered into on May 3, 2024, by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

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

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Laurie Hurner
600 S. Commerce Ave.
Sebring, 33870

3.0 **NOTICES**:

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

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a)-below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Visit Sebring c/o Highlands County**

(c) Name/Date of Event: **2024 LIQUI MOLY PRO WATERCROSS NATIONAL TOUR 05/03/24-05/05/24** (the "Event").

(a) Total Amount of Grant: $ 1,732

(b) Projected Budget: As provided in Grant Application.

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

(g) Grant Period: 5/3/24 - 05/05/24**.**

5.0 **GRANT REQUIREMENTS**:

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

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

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

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

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

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

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

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

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

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

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

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

9.0 **MODIFICATION**:

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

10.0 **MISCELLANEOUS:**

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

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

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Grant Agreement,the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

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

For: Florida Sports Foundation	**For: Highlands County**
_____	_____
Joseph Piotrowski,	_____, Chair
Director of Partnership Development	
_____	_____
Date	Date

Attachment A

THIS IS A STATE FUNDED AWARD

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

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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

Agency: **Department of Economic Opportunity**

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

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

Specific Appropriation: **Line Item 2235**

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

Authorization: **GAA**

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

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

4891-3670-3622, v.

RESOLUTION NO. 23-24-117

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-110 TO THE TOURIST DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-110 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for 2024 Liqui Moly Pro Watercross National Tour to Project #23083 for FY23/24. The net fiscal impact is an increase in the amount of $1,732.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
May 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/15/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **23083** PROJECT TITLE(S): **2024 Liqui Moly Pro Watercross National Tour** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	23083	0.00	1,732.00		1,732.00
E	152	5305	53400Z	Project Contractual Services	23083	0.00	1,732.00		1,732.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget ammendment is necessary due to the County receiving a $1,732.00 Florida Sports Foundation (FSF) Small Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 Liqui Moly Pro Watercross National Tour event in Sebring on 5/4/24 - 5/5/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-110**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Leah Sauls, Development Services Director** **Casey Hartt, Lead Tourism Marketing Consultant**
SUBJECT/TITLE:	**Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $4,513.00, and adopt Resolution 23-24-115 for Budget Amendment 23-24-108.**

STATEMENT OF ISSUE

The 2024 USA Lacrosse Florida Hall of Fame / All American Festival - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council (TDC) to support the 2024 USA Lacrosse Florida Hall of Fame / All American Festival event which took place in Highlands County on May 17-19, 2024. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of the 2024 USA Lacrosse Florida Hall of Fame / All American Festival event.

RECOMMENDED ACTION

Move to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $4,513.00, and adopt Resolution 23-24-115 for Budget Amendment 23-24-108.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Dev. Trust) and the overall budget in the amount of $4,513.00. The grant funds are being appropriated in Project 23048, account 53400Z (Project Contractual Svcs).

Attachments: USA Lacrosse Florida Hall of Fame.FSF Grant.pdf
23-24-108R FSF Small Market Grant for 2024 USA Lacrosse Florida Hall of Fame _ All American Festival (Resolution).pdf
23-24-108 Proj 23081 2024 USA Lacrosse FL Hall of Fame _ All American Festival (BA).pdf

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT–is entered into on May 3, 2024 by and between the Florida Sports Foundation, Inc.(hereinafter referred to as the "Grantor") and **Highlands County** (hereinafter referred to as the "Grantee").

RECITALS

WHEREAS, the State of Florida Legislature has mandated, in Section 288.1229 of the Florida Statutes, that the Grantor shall assist the Department of Commerce in (i) the promotion and development of the sports industry and related industries for the purpose of improving the economic presence of these industries in Florida, (ii) the promotion of amateur athletic participation for the citizens of Florida and the promotion of Florida as a host for national and international amateur athletic competitions for the purpose of encouraging and increasing the direct and ancillary economic benefits of amateur athletic events and competitions and (iii) the retention of professional sports franchises, including the spring training operations of Major League Baseball; and the Grantor is empowered by the State of Florida to make grants of funds in accordance with such purposes; and,

WHEREAS, the Grantor has approved an appropriation for such grant in furtherance of such purposes, subject to certain terms and conditions.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Grantee agree as follows:

COVENANTS

1.0 **RECITALS.**

The foregoing recitals are true and correct and incorporated herein by reference.

2.0 **PARTIES:**

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

Florida Sports Foundation
1203 Governors Square Blvd
Suite 300
Tallahassee, Florida 32301

Highlands County
Attn.: Laurie Hurner
600 S. Commerce Ave.
Sebring, 33870

3.0 **NOTICES**:

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

4.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 7.0(a) below. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose described in Exhibit A to this Grant Agreement.

(a) Grantee: **Highlands County**

(b) Payee: **Visit Sebring c/o Highlands County**

(c) Name/Date of Event: **USA Lacrosse Florida Hall of Fame/All American Festival 05/17/24-05/19/24** (the "Event")~~.~~).

(a) Total Amount of Grant: $ 4,513

(b) Projected Budget: As provided in Grant Application.

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

(g) Grant Period: 5/3/24 - 05/19/24 .

5.0 **GRANT REQUIREMENTS**:

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

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

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

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

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

(f) Publicity: The Grantee shall not, in each instance, without the prior written consent of the Grantor or the State of Florida as may be required for any State of Florida mark, use in advertising, publicity or any other promotional endeavor any Grantor or State of Florida mark, the name of the Grantor or State of Florida's mark, the name of the Grantor or the State of Florida, or any State of Florida agency or affiliate or any officer or employee of the State of Florida, or any Grantor or State of Florida program or service, or represent, directly or indirectly, that any product or service provided by the Grantee has been approved or endorsed by the Grantor or State of Florida, or refer to the existence of this Grant Agreement in press releases, advertising or materials distributed to the Grantee's prospective customers.

6.0 **TERMINATION**:

(a) Breach: Upon twenty-four (24) hours written notice, this Grant Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Grant Agreement. If Grantor determines that a breach of any provision of this Grant Agreement has occurred, Grantor has the right to withhold any undisbursed portion of the Award.

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

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

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

(ii) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this |Grant Agreement.

7.0 **PAYMENTS**:

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

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

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

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

8.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the State of Florida, both procedural and substantive, without giving effect to principles of conflicts of laws. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate State of Florida court in Leon County, Florida. Grantee agrees to, consents to, and/or hereby waives any objection to personal jurisdiction over Grantee by such court.

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

9.0 **MODIFICATION**:

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

10.0 **MISCELLANEOUS:**

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

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

(c) The Grantee affirms that it is aware of, and will strictly comply with, the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

(d) If any provision of this Grant Agreement shall be held to be unenforceable, such unenforceability shall have no effect on the validity and enforceability of the remaining provisions of this Grant Agreement.

11.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Grant Agreement,the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Grant Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria~~,~~ during the term of this Grant Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Grant Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this ¶ 11, this ¶ 11 shall be null and void.

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

For: Florida Sports Foundation	**For: Highlands County**
_____	_____
Joseph Piotrowski, Director of Partnership Development	_____, Chair
_____	_____
Date	Date

Attachment A

THIS IS A STATE FUNDED AWARD

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

2. Project

FLORIDA SPORTS FOUNDATION Funding FY 2017-2018		
Line Item	**Title**	**Fund**
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2235	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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

Agency: **Department of Economic Opportunity**

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

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

Specific Appropriation: **Line Item 2235**

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

Authorization: **GAA**

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

2. Additional information regarding the Florida Single Audit Act can be found at:

https://apps.fldfs.com/fsaa/statutes.aspx

4891-3670-3622, v.

RESOLUTION NO. 23-24-115

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-108 TO THE TOURIST DEVELOPMENT TRUST FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-108 is hereby approved and authorized to appropriate State Grant awarded funding for FSF Small Market Grant for 2024 USA Lacrosse Florida Hall of Fame / All American Festival to Project #23081 for FY23/24. The net fiscal impact is an increase in the amount of $4,513.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
May 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/3/2024** SUBMITTED BY: **Reagan Fultz**

FUND(S): **152** FUND TITLE(S): **Tourist Development Trust** COST CENTER(S) #: **5305**

PROJECT(S) #: **23081** PROJECT TITLE(S): **USA Lacrosse Florida Hall of Fame / All American Festival** COST CENTER TITLE(S): **Tourist Development - Marketing and Promotions**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	152		3349300Z	Enterprise Florida Project	23081	0.00	4,513.00		4,513.00
E	152	5305	53400Z	Project Contractual Services	23081	0.00	4,513.00		4,513.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **This budget ammendment is necessary due to the County receiving a $4,513.00 Florida Sports Foundation (FSF) Small Market Grant to support the marketing expenses incurred by the Tourist Development Council (TDC) in promotion of the 2024 USA Lacrosse Florida Hall of Fame / All American Festival event in Sebring on 5/17/24 - 5/19/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-108**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Gail T. Werley, CAC Manager**

SUBJECT/TITLE: **Request adoption of Resolution 23-24-114 for Budget Amendment 23-24-107 to appropriate HDB (Hospital District Board Fund) grant funds awarded.**

STATEMENT OF ISSUE

The Children's Advocacy Center was awarded $38,000.00 from the Hospital District Board Fund grant to be used for contractual services to provide mental health and Child Protection Team services to Children's Advocacy Center Clients.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-114 for Budget Amendment 23-24-107 to appropriate HDB (Hospital District Board Fund) grant funds awarded.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General), Cost Center 3995, Project 23078 (Hospital District Board) in the amount of $38,000.00.

Attachments: 23-24-107 Project 23078 Hospital Distric Board 23-24 (BA).pdf
23-24-107R Project 23078 Hospital Distric Board 23-24 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
May 22, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **4/30/2024** SUBMITTED BY: **Gail T. Werley**

FUND(S): **155** FUND TITLE(S): **Hospital District** COST CENTER(S) #: **1155**

PROJECT(S) #: **23078** PROJECT TITLE(S): **Hospital District Board 23/24** COST CENTER TITLE(S): **Hospital District**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	155		3661000Z	Project Donations/ Contributions	23078	0.00	38,000.00		38,000.00
E	155	1155	51200Z	Project Regular Salaries	23078	0.00	24,039.29		24,039.29
E	155	1155	52100Z	Project FICA Taxes	23078	0.00	1,600.00		1,600.00
E	155	1155	52200Z	Project Retirement Contributions	23078	0.00	1,500.00		1,500.00
E	155	1155	53400Z	Project Contractual Services	23078	0.00	9,285.71		9,285.71
E	155	1155	55200Z	Project Operating Supplies	23078	0.00	1,575.00		1,575.00

REASON: **To appropriate funding to Project 23078 as provided by the Hospital District Board.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-107**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-114

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-107 TO THE HOSPITAL DISTRICT FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-107 is hereby approved and authorized to appropriate grant funds that have been allotted to Project 23078 Hospital District Board 23-24 in the amount of $38,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request adoption of Resolution 23-24-112R for Budget Amendment 23-24-122 to close Project 21110 Concurrency and Long Range Transportation Plan (LRTP) Updates, and transfer funds to Project 23049 Evaluation and Appraisal Report.**

STATEMENT OF ISSUE

In September of 2022, project 21110 was set up to assist staff in Concurrency/ Long Range Transportation Plan (LRTP) updates. These components can and will be addressed with the Evaluations and Appraisal Report (EAR) of the of the County's Comprehensive Plan. Central Florida Regional Planning Council has been hired to assist with the EAR. This budget amendment is to set up and rename a project in the current fiscal year.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-112 for Budget Amendment 23-24-122R to close Project 21110 Concurrency/ Long Range Transportation Plan (LRTP) updates, and transfer funds to Project 23049 Evaluation and Appraisal Report.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is merely transferring funds from Project 21110 (Concurrency /LRTP Updates, cost center 2700 (Planning & Zoning), account 53100Z (Project Professional Svcs) to Project 23049 (Evaluation & Appraisal Report), cost center 2700, account 53100Z in the current fiscal year.

Attachments: 23-24-112R Proj 23049 EAR Xfer fm Proj 21110 Concurrency_LRTP (Resolution).pdf
23-24-112 23049 Proj 23049 EAR Xfer fm Proj 21110 Concurrency_LRTP (BA).pdf

RESOLUTION NO. 23-24-120

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-112 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-112 is hereby approved and authorized to transfer funds from Project 21110, Concurrency/ LRTP Updates to a project in the current fiscal year, 23049 Evaluation and Appraisal Report. The fiscal impact is a transfer of $110,125.00 with a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
May 23, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/13/2024** 3w89icx SUBMITTED BY: **Mercedes McNew**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2700**

PROJECT(S) #: **21110, 23049** PROJECT TITLE(S): **Concurrency/ LRTP Updates, Evaluation and Appraisal Report** COST CENTER TITLE(S): **Planning and Zoning**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	21110	110,125.00		110,125.00	0.00
E	005	2700	53100Z	Project Professional Services	21110	110,125.00		110,125.00	0.00
R	005		3999100Z	Project Fund Balance Forward	23049	0.00	110,125.00		110,125.00
E	005	2700	53100Z	Project Professional Services	23049	0.00	110,125.00		110,125.00
									0.00
									0.00
									0.00

REASON: **Transfer funds from Project 21110 into Project 23049 in the current fiscal year to pay for the Evaluation and Appraisal Report.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-112**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request to change the Assistant County Engineer position to Assistant County Engineer Transportation, increase the Pay Grade to 120, and modify the job description.**

STATEMENT OF ISSUE

To reflect the needs of the Engineering Department and the responsibilities of multiple positions, we are requesting the following:

1) To approve changing the Assistant County Engineer title to Assistant County Engineer Transportation.
2) To approve the pay grade change of this position from 119 to 120 to align with the Assistant County Engineer Stormwater position approved by the Board on 5/21/2024.
3) To approve the modified job duties to remove positions that are being moved under the supervision of the Assistant County Engineer Stormwater position and include the changes referenced above as noted in red on the enclosed job description.

RECOMMENDED ACTION

Move to approve the request to change the Assistant County Engineer position to Assistant County Engineer Transportation, increase the Pay Grade to 120, and modify the job description.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Asst County Engineer Transportation - 5-10-24_Agenda Copy.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐

POSITION INFORMATION

Job Title: Assistant County Engineer Transportation

Job Code: 0997

Included/Exempt: Exempt

EMPLOYEE:

Position Type
Admin ☐ Director ☐ Manager ☒ Supervisor ☐ Non-Supervisor ☐

Division:	Department:	Cost Center:
Engineering	County Engineer	4101
Pay Grade: 120	**Pay Band:** $75,518.96 - $113,278.45	**FTE:** 1.0

Type of Transaction:

Special Risk: Yes ☐ No ☒ **Overtime:** Yes ☐ No ☒

1. This position reports directly to: Job Title County Engineer Job Code 1064 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

~~County Surveyor / 118 / 0985~~	~~Project Manager - General~~	
Engineering Designer II /112/ 1065		
Utility Coordinator/Inspector /106/ 0934		
Sr Project Manager/117/1214		
~~Project Manager Transportation~~		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Advanced professional and technical work in the field of Civil Engineering. The position involves the preparation and/or review of plans, designs and specifications for public works projects. Area of practice will be specialized in transportation and traffic measures with occasional surveying, rights-of-way, and other general civil engineering components. Assists in project development, permitting, design, and funding applications for various transportation related projects.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Develops and reviews plans.
- Coordinates, directs or otherwise exercises general supervision over employees in the Engineering Department with the ability to assist the Assistant County Engineer - Stormwater.
- Studies departmental organization, personnel distribution, and project requirements and recommends the most efficient and cost-effective procedures.
- Assists in the development of programs, practices, and procedures for implementation in the Engineering Department.
- Conducts research and attends meetings and conferences to discuss work problems and formulates recommendations for policy changes, safety matters, etc.
- Assists in the collection and verification of data required for accurate budget preparation and forecast for several individual units of the Engineering Department.
- Assembles and verifies information required by the County Engineer in order to make accurate and timely procedural and operational recommendations to the Board of County Commissioners.
- Attends Commission and other meetings in the County Engineer's absence.
- Direct supervisory authority and responsibility for the operations and personnel of the County Engineering Department.
- Maintain a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Provides assistance and guidance with various grant applications.
- Knows the specifics of each project to properly give direction to project managers.

Knowledge, Skills, and Abilities:

• Considerable knowledge of modern techniques, methods, procedures, and practices of public works engineering.
• Skill in inspecting public works programs and activities.
• Skill in the preparation of written technical reports, estimates, construction, and other cost records.
• Skill in establishing and maintaining effective working relationships with superior and subordinate officials and the general public.
• Ability to plan, direct or supervise when appropriate.
• Ability to assist in the assignment, instruction, review, and evaluation of work assignments.
• Ability to assume responsibility for the operations of the County Engineer Department in the absence of the County Engineer
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☐ Bachelors ☒ Masters ☐ Doctorate ☐
Experience:

Bachelor's degree from an accredited college or university in Civil Engineering and a minimum of ten (10) years of experience in Public Works Engineering. Experience in transportation and traffic preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver's license. Must be a Professional Engineer in the State of Florida.

Other job related requirements:

Disaster Essential. Must be able to work in the Emergency Operations Center during a hurricane.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☒ **Supervisor** ☐ **Non-Supervisor** ☐

Job Title: Assistant County Engineer Transportation	**Division**: Engineering	**Department:** County Engineer	**Cost Center:** 4101
Job Code: 0997	**Pay Grade**: 120	**Pay Band:** $75,518.96 - $113,278.45	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title County Engineer Job Code 1064 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Engineering Designer II /112/ 1065		
Utility Coordinator/Inspector /106/ 0934		
Sr Project Manager/117/1214		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Advanced professional and technical work in the field of Civil Engineering. The position involves the preparation and/or review of plans, designs and specifications for public works projects. Area of practice will be specialized in transportation and traffic measures with occasional surveying, rights-of-way, and other general civil engineering components. Assists in project development, permitting, design, and funding applications for various transportation related projects.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Develops and reviews plans.
- Coordinates, directs or otherwise exercises general supervision over employees in the Engineering Department with the ability to assist the Assistant County Engineer - Stormwater.
- Studies departmental organization, personnel distribution, and project requirements and recommends the most efficient and cost-effective procedures.
- Assists in the development of programs, practices, and procedures for implementation in the Engineering Department.
- Conducts research and attends meetings and conferences to discuss work problems and formulates recommendations for policy changes, safety matters, etc.
- Assists in the collection and verification of data required for accurate budget preparation and forecast for several individual units of the Engineering Department.
- Assembles and verifies information required by the County Engineer in order to make accurate and timely procedural and operational recommendations to the Board of County Commissioners.
- Attends Commission and other meetings in the County Engineer's absence.
- Direct supervisory authority and responsibility for the operations and personnel of the County Engineering Department.
- Maintain a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.
- Provides assistance and guidance with various grant applications.
- Knows the specifics of each project to properly give direction to project managers.

Knowledge, Skills, and Abilities:

• Considerable knowledge of modern techniques, methods, procedures, and practices of public works engineering.
• Skill in inspecting public works programs and activities.
• Skill in the preparation of written technical reports, estimates, construction, and other cost records.
• Skill in establishing and maintaining effective working relationships with superior and subordinate officials and the general public.
• Ability to plan, direct or supervise when appropriate.
• Ability to assist in the assignment, instruction, review, and evaluation of work assignments.
• Ability to assume responsibility for the operations of the County Engineer Department in the absence of the County Engineer
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☐ Bachelors ☒ Masters ☐ Doctorate ☐
Experience:

Bachelor's degree from an accredited college or university in Civil Engineering and a minimum of ten (10) years of experience in Public Works Engineering. Experience in transportation and traffic preferred.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver's license. Must be a Professional Engineer in the State of Florida.

Other job related requirements:

Disaster Essential. Must be able to work in the Emergency Operations Center during a hurricane.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title:	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Request to increase the County Engineer Pay Grade from 121 to 122.**

STATEMENT OF ISSUE

The County Engineering Department has taken on new responsibilities and grown in scope of services to include but not limited to drainage, addressing, and GIS. The County Engineer is required to possess the highly technical certification of Professional Engineer (PE) and is integral to the operations of the county across multiple departments and state and local agencies.

RECOMMENDED ACTION

Move to approve the request to increase the County Engineer Pay Grade from 121 to 122.

FISCAL IMPACT

The fiscal impact will be a $4,803 increase to 110 (Transportation Trust) salaries and wages.

Attachments: County Engineer job Description (Revised)

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☐ **SENIOR MANAGEMENT SERVICE** ☒ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☒ **Manager** ☐ **Supervisor** ☐ **Non-Supervisor** ☐

Job Title: County Engineer	**Division**:	**Department:** County Engineer	**Cost Center:** 4100
Job Code: 1064	**Pay Grade**: 122	**Pay Band:** $84,853.11- $127,279.66	**FTE**: 1.0
Included/Exempt: Exempt	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Deputy County Administrator/COS Job Code 1022 Pay Grade 123

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Asst County Engineer 0997 / 119		
Traffic Ops Manager 1156 / 116		
Engineer Dept. Admin 1086 / 112		
Development Asst 0999 / 113		

POSITION DUTIES & RESPONSIBILITIES

General Description:

This is a professional position responsible for directing all operations and personnel under the Engineering Department. Position is responsible for major functional areas of Public Works including planning and administration of capital projects relating to transportation infrastructure, transportation improvement programs, development review, emergency management, planning and coordinating technical engineering services for transportation and storm water management, solid waste functions, and overseeing development and implementation of programs, practices and procedures for the areas under its direction.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Acts as consulting engineer to the Board of County Commissioners. Attends Board meetings as necessary.
- Plans, coordinates, directs, and exercises general supervision over employees engaged in the furtherance of the activities under the direction of the County Engineer. Studies departmental organization, personnel distribution, and project requirements to determine the most efficient and economical utilization of facilities, personnel, and equipment.
- Responsible for designing and engineering of all County Works projects including roads, bridges, parking lots, boat ramps, docks, buildings, and miscellaneous Engineering projects to meet the needs of residents as directed. Develops and implements programs, practices, and procedures for all areas under its direction.
- Supervises and coordinates the activities of subordinate supervisors and employees including determining work procedures and schedules, issuing instructions and assigning duties, reviewing work, recommending personnel actions, conducting performance reviews, and conducting departmental training and orientation.
- Conducts and attends meetings and conferences to discuss current work problems, policy changes, safety, and other related matters.
- Reviews federal, state, and local laws, rules, and regulations governing the programmatic areas supervised and ensures departmental compliance with those regulations through standard operating procedures, administrative directives, staff meetings, and other management tools.
- Participates in national, state, and/or professional associations in the Public Works or related fields.
- Directs the business and financial affairs of public works areas under its direction including preparation of requisitions, budget amendments and transfers, and monitoring expenditures to budgeted line-item accounts in accordance with established procedures.
- Develops, implements and updates procedural and managerial systems to enhance the integration and operation of the department and ensures consistency with county wide policies and procedures.
- Develops and implements program plans for major functional areas within established time frames and budget.
- Assists in the long-range planning and budget development for major departmental programs; reviews component requests and provides input.
- Coordinates the dissemination of technical information to the Board of County Commissioners, other governmental agencies, and the public.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follow Board policies and procedures.
- Responds productively to change and performs all other tasks as directed.

Knowledge, Skills, and Abilities:

• Knowledge of modern techniques, methods, procedures, and practices of public works engineering.
• Ability to establish and maintain effective working relationships with the public, vendors, co-workers, and Administration.
• Ability to plan, direct, supervise, and inspect public works programs and activities.
• Ability to prepare written technical reports, estimates, construction, and other cost records.
• Ability to plan, assign, instruct, review, and evaluate work assignments of personnel.
• Ability to develop, prepare and present long-range plans and programs relating to Public Works.
• Ability to evaluate construction problems and respond to community needs.
• Ability to earn Solid Waste Association of North America (SWANA) Manager of Landfill Operations Certification within twelve (12) months of employment.
• Demonstrated leadership roles in national, state, and/or professional associations in the Public Works or related fields.

Physical Skills:

The person in this position: Must be able to remain in a stationary position for 50% of the time. Must be able to frequently position self to reach files and other office items located on low shelves or the floor. Must be able to inspect and assess daily email and postal mail correspondence. Frequently communicates with the public, vendors, co-workers, managers, directors, Administration, and the Board of County Commissioners. Must be able to exchange accurate information in these situations. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. Rarely moves materials and office equipment weighing up to 30 lbs. Constantly works in indoor and outdoor environments. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to four (4) hours continuously or intermittently.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☐ Associates ☐ Bachelors ☒ Masters ☐ Doctorate ☐
Experience:

Bachelor's degree from an accredited college or university in Civil Engineering and a minimum of six (6) years of experience in Public Works Engineering, including three (3) years in a highly responsible / supervisor capacity.

Licenses, Certifications, or Registrations:

Must possess a valid Florida Drivers license while employed.
Licensed Professional Engineer in the State of Florida, required.

Other job related requirements:

Disaster Essential.

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:	Date:

Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title: County Administrator	Date:

Internal Use Only:

Check those that apply: Uniforms ☐ Drug Screening ☐ Background Check ☒ Background & fingerprint required ☐ Cell Phone ☒ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request approval of the job description and pay grade for the Parks & Recreation Assistant Supervisor position.**

STATEMENT OF ISSUE

The Evergreen salary study conducted in 2022 recommended reducing the pay grade of the Parks & Recreation Assistant Supervisor from a 108 to a 106 causing for an inconsistency among other assistant supervisor positions of similar responsibility in the County. During a position review, staff has recommended that this position be changed to a paygrade 110. This upgrade will better align this position with the responsibilities and task of other supervisory staff in the County and will effectively outline the additional task performed by this position as we continue to expand.

RECOMMENDED ACTION

Move to approve the job description and pay grade for the Parks & Recreation Assistant Supervisor position.

FISCAL IMPACT

No fiscal impact.

Attachments: Parks Rec Assistant (0929) 05.21.24.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

Position Type
Admin ☐ **Director** ☐ **Manager** ☐ **Supervisor** ☒ **Non-Supervisor** ☐

Job Title: Parks & Recreation Assistant Supervisor	**Division**: Parks & Facilities	**Department:** Parks & Rec	**Cost Center:** 6102
Job Code: 0929	**Pay Grade**: 110	**Pay Band:** $42,169.39-$63,254.09	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☐ No ☒	

1. This position reports directly to: Job Title Parks & Rec Supervisor Job Code 0926 Pay Grade 113

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

Greenskeeper Specialist, 1161, 104		
Greenskeeper, 0909, 103		
Groundskeeper II, 0924, 104		
Groundskeeper, 0905, 102		

POSITION DUTIES & RESPONSIBILITIES

General Description:

Assistant to the Parks and Recreation Supervisor. Responsible for the supervision of crews performing general maintenance and upkeep of County boat ramps, parks, playgrounds, athletic areas and other miscellaneous facilities in the absence of the supervisor.

Essential Job Functions:

The following statements describe the principal functions of the job and its scope of responsibility but should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned.

- Conduct orientation for new Parks employees and provide thorough on-site job training.
- Assist with hiring, supervision, and evaluation of Parks employees.
- Assist in the procurement of supplies, equipment, and contractual services for Parks and athletic fields.
- Supervise and assist employees during Sports Complex events.
- Acts as liaison between Parks division and athletic organizations for Sports Complex events.
- Acts as supervisor in the absence of the Parks and Recreation Supervisor.
- Cleans, paints, fertilizes, sprinkles, mows, and otherwise maintains grounds and play areas.
- Assists in laying out, reconditioning and readying playing fields, places and removes sod as necessary.
- Performs duties in the cleaning and maintenance of park buildings and equipment.
- Performs miscellaneous tasks including custodian duties within a park or playground facility.
- Operates light automotive and/or construction equipment in the performance of duties.
- Performs masonry work, building dugouts and pump houses.
- Builds and repairs fences around tennis courts and ball diamonds.
- Repairs sprinkler heads and pipe systems.
- Assists in the landscaping of parks and facilities.
- Maintains a professional and safe unit and work area adhering to established safety policies.
- Follows consistently the Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Advanced knowledge of general gardening and grounds keeping practices.
• Knowledge of the methods and tools used in grounds keeping work.
• Knowledge of water safety and operation of various watercraft.
• Ability to perform manual labor outdoors.
• Ability to operate and make minor repairs to light construction equipment and trucks.
• Ability to understand and carry out oral instructions.
• Skill in the use of gardening tools and equipment.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 25% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings, and materials to complete daily tasks. Frequently ascends/descends stairs, ladders, and scaffolding. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to four (4) hours. In close proximity to bodies of water. Frequently operates motor vehicle for up to four (4) hours, of which four (4) hours may be continuous.

MINIMUM QUALIFICATIONS

Education & Experience:

Degree Required: Yes ☒ No ☐ If yes: High School Diploma/GED ☒ Associates ☐ Bachelors ☐ Masters ☐ Doctorate ☐
Experience:

Graduation from an accredited high school or possession of an acceptable equivalent diploma preferred. Five (5) years experience in general grounds keeping and concrete work. Two (2) years experience in the supervision of a crew.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida Commercial Drivers License, Class A. Ornamental Turf certification.

Other job related requirements:

Disaster Essential. Ability to swim

Working hours: (A) Daily from to (B) Total hours in workweek 40 hours (C) (split shift, rotation, etc.)

I confirm I have read the above job description, fully understand the requirements of the job, and agree that I have the ability to perform my duties accordingly.

Employee Signature:		Date:
Discussed with Employee: Yes ☐ No ☐ Supervisor/Director Signature:	Title: County Administrator	Date:

Internal Use Only:

Check those that apply: Uniforms ☒ Drug Screening ☒ Background Check ☐ Background & fingerprint required ☒ Cell Phone ☐ Vehicle ☐ Other:

Approval of Human Resources:	Title: Human Resources Manager	Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **Request appointment of Debra Worley of Lake Placid Town Council as a Regular Member to the Tourist Development Council with term expiring June 2026, fulfilling the Elected Officials vacancy previously occupied by Charlie Wilson.**

STATEMENT OF ISSUE

The Tourist Development Council (TDC) received notice of Charlie Wilson's vacancy of his seat on the Tourist Development Council on April 4, 2024. With Mr. Wilson's Vacancy, the TDC had one (1) vacancy of the Elected Officials category. TDC Staff contacted the Lake Placid Town Administrator to see if the Council was interested in appointing a member to fulfill the remainder of Mr. Wilson's term. At the May 8th Town Council meeting Debra Worley was selected to fill the term of Mr. Wilson on the TDC. If appointed by the Board of County Commissioners, Ms. Worley will complete the 4-year term held by Mr. Wilson, ending in June 2026.

Florida Statutes, Section 125.0104, requires the TDC be consist of nine (9) members, meeting the following requirements: one (1) representative of the Board of County Commissioners; two (2) elected municipal officials, one being from the most populous city in the county; six (6) persons involved in and having demonstrated interest in tourist development, three (3) of which be owners or operators of tourist accommodations and subject to the Tourist Development Tax.

Current Tourist Development Council members:

1. Commissioner Christopher Campbell - Term Expires: 12/31/2024

2. Josh Stewart / Sebring City Council - Term Expires: 05/02/2027

3. VACANT / ELECTED OFFICIAL - Term Expires: 06/20/2026

4. Christine Hatfield / Inn on the Lakes (HOTEL Seat 1 of the minimum 3 required seats by FL Statute) - Term Expires: 05/02/2027

5. Maritza Cristiansen / LaQuinta by Wyndham – Sebring (HOTEL Seat 2 of the min. 3 required seats by FL Statute) - Term Expires: 05/02/2025

6. Lydia Capote / TRU by Hilton and Residence Inn Sebring (HOTEL Seat 3 of the minimum 3 required seats by the FL Statute) - Term Expires: 05/02/2027

7. Cynthia Garren / South Florida State College - Term Expires: 05/02/2027

8. Andy Kesling / Pinecrest Golf Club - Term Expires: 05/02/2027

9. Elizabeth Worley / Sebring International Raceway - Term Expires: 05/02/2025

In pertinent part, Florida Statues, Section 125.0101 (4)(e) regarding the TDC provides as follows:
The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the "(name of county) Tourist Development Council." The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or a lowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, and this act shall not cause the interruption of the current term of any person who is a member of a council in October.

RECOMMENDED ACTION

Move to appoint Debra Worley of Lake Placid Town Council as a Regular Member to the Tourist Development Council with term expiring June 2026, fulfilling the Elected Officials vacancy previously occupied by Charlie Wilson.

FISCAL IMPACT

There is no fiscal impact.

Attachments: D. Worley TDC Letter of Recommendation.pdf
FL Tourism Statute 125.0104.pdf

Town of Lake Placid

Casey Hart
Tourist Development Council

May 20, 2024

Casey,

At the May 8th Town Council meeting Debra Worley was selected to fill the term of Charley Wilson on the TDC. As someone who has a long history on the Town Council, I am sure she will be a great addition to the TDC.

Sincerely,

Kevin McCarthy
Town Administrator

125.0104 Tourist development tax; procedure for levying; authorized uses; referendum; enforcement.—

(1) SHORT TITLE.—This section shall be known and may be cited as the "Local Option Tourist Development Act."

(2) APPLICATION; DEFINITIONS.—

(a) *Application.*—The provisions contained in chapter 212 apply to the administration of any tax levied pursuant to this section.

(b) *Definitions.*—For purposes of this section:

1. "Promotion" means marketing or advertising designed to increase tourist-related business activities.

2. "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

3. "Retained spring training franchise" means a spring training franchise that had a location in this state on or before December 31, 1998, and that has continuously remained at that location for at least the 10 years preceding that date.

(3) TAXABLE PRIVILEGES; EXEMPTIONS; LEVY; RATE.—

(a)1. It is declared to be the intent of the Legislature that every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, condominium, or timeshare resort for a term of 6 months or less is exercising a privilege which is subject to taxation under this section, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt according to the provisions of chapter 212.

2.a. Tax shall be due on the consideration paid for occupancy in the county pursuant to a regulated short-term product, as defined in s. 721.05, or occupancy in the county pursuant to a product that would be deemed a regulated short-term product if the agreement to purchase the short-term right were executed in this state. Such tax shall be collected on the last day of occupancy within the county unless such consideration is applied to the purchase of a timeshare estate. The occupancy of an accommodation of a timeshare resort pursuant to a timeshare plan, a multisite timeshare plan, or an exchange transaction in an exchange program, as defined in s. 721.05, by the owner of a timeshare interest or such owner's guest, which guest is not paying monetary consideration to the owner or to a third party for the benefit of the owner, is not a privilege subject to taxation under this section. A membership or transaction fee paid by a timeshare owner that does not provide the timeshare owner with the right to occupy any specific timeshare unit but merely provides the timeshare owner with the opportunity to exchange a timeshare interest through an exchange program is a service charge and not subject to taxation under this section.

b. Consideration paid for the purchase of a timeshare license in a timeshare plan, as defined in s. 721.05, is rent subject to taxation under this section.

(b) Subject to the provisions of this section, any county in this state may levy and impose a tourist development tax on the exercise within its boundaries of the taxable privilege described in paragraph (a), except that there shall be no additional levy under this section in any cities or towns presently imposing a municipal resort tax as authorized under chapter 67-930, Laws of Florida, and this section shall not in any way affect the powers and existence of any tourist development authority created pursuant to chapter 67-930, Laws of Florida. No county

authorized to levy a convention development tax pursuant to s. 212.0305, or to s. 8 of chapter 84-324, Laws of Florida, shall be allowed to levy more than the 2-percent tax authorized by this section. A county may elect to levy and impose the tourist development tax in a subcounty special district of the county. However, if a county so elects to levy and impose the tax on a subcounty special district basis, the district shall embrace all or a significant contiguous portion of the county, and the county shall assist the Department of Revenue in identifying the rental units subject to tax in the district.

(c) The tourist development tax shall be levied, imposed, and set by the governing board of the county at a rate of 1 percent or 2 percent of each dollar and major fraction of each dollar of the total consideration charged for such lease or rental. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary consideration.

(d) In addition to any 1-percent or 2-percent tax imposed under paragraph (c), the governing board of the county may levy, impose, and set an additional 1 percent of each dollar above the tax rate set under paragraph (c) for the purposes set forth in subsection (5) by referendum of the registered electors within the county or subcounty special district pursuant to subsection (6). A county may not levy, impose, and set the tax authorized under this paragraph unless the county has imposed the 1-percent or 2-percent tax authorized under paragraph (c) for a minimum of 3 years before the effective date of the levy and imposition of the tax authorized by this paragraph. Revenues raised by the additional tax authorized under this paragraph may not be used for debt service on or refinancing of existing facilities as specified in subparagraph (5)(a)1. unless approved by referendum pursuant to subsection (6). If the 1-percent or 2-percent tax authorized in paragraph (c) is levied within a subcounty special taxing district, the additional tax authorized in this paragraph shall only be levied therein. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(e) The tourist development tax shall be in addition to any other tax imposed pursuant to chapter 212 and in addition to all other taxes and fees and the consideration for the rental or lease.

(f) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(g) The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under s. 212.03. The same duties and privileges imposed by chapter 212 upon dealers in tangible property, respecting the collection and remission of tax; the making of returns; the keeping of books, records, and accounts; and compliance with the rules of the Department of Revenue in the administration of that chapter shall apply to and be binding upon all persons who are subject to the provisions of this section. However, the Department of Revenue may authorize a quarterly return and payment when the tax remitted by the dealer for the preceding quarter did not exceed $25.

(h) The Department of Revenue shall keep records showing the amount of taxes collected, which records shall also include records disclosing the amount of taxes collected for and from each county in which the tax authorized by this section is applicable. These records shall be open for inspection during the regular office hours of the Department of Revenue, subject to the provisions of s. 213.053.

(i) Collections received by the Department of Revenue from the tax, less costs of administration of this section, shall be paid and returned monthly to the county which imposed the tax, for use by the county in accordance with the provisions of this section. They shall be placed in the county tourist development trust fund of the respective county, which shall be established by each county as a condition precedent to receipt of such funds.

(j) The Department of Revenue is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature.

(k) The Department of Revenue shall promulgate such rules and shall prescribe and publish such forms as may be necessary to effectuate the purposes of this section.

(l) In addition to any other tax which is imposed pursuant to this section, a county may impose up to an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6) to:

1. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a professional sports franchise facility, or the acquisition, construction, reconstruction, or renovation of a retained spring training franchise facility, either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds.

2. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a convention center, and to pay the planning and design costs incurred prior to the issuance of such bonds.

3. Pay the operation and maintenance costs of a convention center for a period of up to 10 years. Only counties that have elected to levy the tax for the purposes authorized in subparagraph 2. may use the tax for the purposes enumerated in this subparagraph. Any county that elects to levy the tax for the purposes authorized in subparagraph 2. after July 1, 2000, may use the proceeds of the tax to pay the operation and maintenance costs of a convention center for the life of the bonds.

4. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section, and the provisions of paragraphs (4)(a)-(d), shall not apply to the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(m)1. In addition to any other tax which is imposed pursuant to this section, a high tourism impact county may impose an additional 1-percent tax on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6). The tax revenues received pursuant to this paragraph shall be used for one or more of the authorized uses pursuant to subsection (5).

2. A county is considered to be a high tourism impact county after the Department of Revenue has certified to such county that the sales subject to the tax levied pursuant to this section exceeded $600 million during the previous calendar year, or were at least 18 percent of the county's total taxable sales under chapter 212 where the sales subject to the tax levied pursuant to this section were a minimum of $200 million, except that no county authorized to levy a convention development tax pursuant to s. 212.0305 shall be considered a high tourism impact county. Once a county qualifies as a high tourism impact county, it shall retain this designation for the period the tax is levied pursuant to this paragraph.

3. The provisions of paragraphs (4)(a)-(d) shall not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance.

(n) In addition to any other tax that is imposed under this section, a county that has imposed the tax under paragraph (l) may impose an additional tax that is no greater than 1 percent on the exercise of the privilege described in paragraph (a) by ordinance approved by referendum pursuant to subsection (6) to:

1. Pay the debt service on bonds issued to finance:

a. The construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a new professional sports franchise as defined in s. 288.1162.

b. The acquisition, construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a retained spring training franchise.

2. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

A county that imposes the tax authorized in this paragraph may not expend any ad valorem tax revenues for the acquisition, construction, reconstruction, or renovation of a facility for which tax revenues are used pursuant to subparagraph 1. The provision of paragraph (b) which prohibits any county authorized to levy a convention development tax pursuant to s. 212.0305 from levying more than the 2-percent tax authorized by this section shall not apply to the additional tax authorized by this paragraph in counties which levy convention development taxes pursuant to s. 212.0305(4)(a). Subsection (4) does not apply to the adoption of the additional tax authorized in this paragraph. The effective date of the levy and imposition of the tax authorized under this paragraph is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of such ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of the ordinance.

(4) ORDINANCE LEVY TAX; PROCEDURE.—

(a) The tourist development tax shall be levied and imposed pursuant to an ordinance containing the county tourist development plan prescribed under paragraph (c), enacted by the governing board of the county. The ordinance levying and imposing the tourist development tax shall not be effective unless the electors of the county or the electors in the subcounty special district in which the tax is to be levied approve the ordinance authorizing the levy and imposition of the tax, in accordance with subsection (6). The effective date of the levy and imposition of the tax is the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month specified in the ordinance. A certified copy of the ordinance shall be furnished by the county to the Department of Revenue within 10 days after approval of such ordinance. The governing authority of any county levying such tax shall notify the department, within 10 days after approval of the ordinance by referendum, of the time period during which the tax will be levied.

(b) At least 60 days before the enactment or renewal of the ordinance levying the tax, the governing board of the county shall adopt a resolution establishing and appointing the members of the county tourist development council, as prescribed in paragraph (e), and indicating the intention of the county to consider the enactment or renewal of an ordinance levying and imposing the tourist development tax.

(c) Before a referendum to enact or renew [1]the ordinance levying and imposing the tax, the county tourist development council shall prepare and submit to the governing board of the county for its approval a plan for tourist development. The plan shall set forth the anticipated net tourist development tax revenue to be derived by the county for the 24 months following the levy of the tax; the tax district in which the enactment or renewal of the ordinance levying and imposing the tourist development tax is proposed; and a list, in the order of priority, of the proposed uses of the tax revenue by specific project or special use as the same are authorized under subsection (5). The plan shall include the approximate cost or expense allocation for each specific project or special use.

(d) The governing board of the county shall adopt the county plan for tourist development as part of the ordinance levying the tax. After enactment or renewal of the ordinance levying and imposing the tax, the plan [2]for tourist development may not be substantially amended except by ordinance enacted by an affirmative vote of a majority plus one additional member of the governing board.

(e) The governing board of each county which levies and imposes a tourist development tax under this section shall appoint an advisory council to be known as the "_(name of county)_ Tourist Development Council." The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board as designated by the chair shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or subcounty special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three nor more than four shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed. The members of the council shall serve for staggered terms of 4 years. The terms of office of the original members shall be prescribed in the resolution required under paragraph (b). The council shall meet at least once each quarter and, from time to time, shall make recommendations to the county governing board for the effective operation of the special projects or for uses of the tourist development tax revenue and perform such other duties as may be prescribed by county ordinance or resolution. The council shall continuously review expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the county governing board or its designee. Expenditures which the council believes to be unauthorized shall be reported to the county governing board and the Department of Revenue. The governing board and the department shall review the findings of the council and take appropriate administrative or judicial action to ensure compliance with this section. The changes in the composition of the membership of the tourist development council mandated by chapter 86-4, Laws of Florida, and this act shall not cause the interruption of the current term of any person who is a member of a council on October 1, 1996.

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:

a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied;

b. Auditoriums that are publicly owned but are operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3) and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied; or

c. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;

2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;

3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;

4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency;

5. To finance beach park facilities, or beach, channel, estuary, or lagoon improvement, maintenance, renourishment, restoration, and erosion control, including construction of beach groins and shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate

to the physical preservation of the beach, shoreline, channel, estuary, lagoon, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities; or

6. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or finance public facilities within the boundaries of the county or subcounty special taxing district in which the tax is levied, if the public facilities are needed to increase tourist-related business activities in the county or subcounty special district and are recommended by the county tourist development council created pursuant to paragraph (4)(e). Tax revenues may be used for any related land acquisition, land improvement, design and engineering costs, and all other professional and related costs required to bring the public facilities into service. As used in this subparagraph, the term "public facilities" means major capital improvements that have a life expectancy of 5 or more years, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, and pedestrian facilities. Tax revenues may be used for these purposes only if the following conditions are satisfied:

a. In the county fiscal year immediately preceding the fiscal year in which the tax revenues were initially used for such purposes, at least $10 million in tourist development tax revenue was received;

b. The county governing board approves the use for the proposed public facilities by a vote of at least two-thirds of its membership;

c. No more than 70 percent of the cost of the proposed public facilities will be paid for with tourist development tax revenues, and sources of funding for the remaining cost are identified and confirmed by the county governing board;

d. At least 40 percent of all tourist development tax revenues collected in the county are spent to promote and advertise tourism as provided by this subsection; and

e. An independent professional analysis, performed at the expense of the county tourist development council, demonstrates the positive impact of the infrastructure project on tourist-related businesses in the county.

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 950,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) A county located adjacent to the Gulf of Mexico or the Atlantic Ocean, except a county that receives revenue from taxes levied pursuant to s. 125.0108, which meets the following criteria may use up to 10 percent of the tax revenue received pursuant to this section to reimburse expenses incurred in providing public safety services, including emergency medical services as defined in s. 401.107(3), and law enforcement services, which are needed to address impacts related to increased tourism and visitors to an area. However, if taxes collected pursuant to this section are used to reimburse emergency medical services or public safety services for tourism or special events, the governing board of a county or municipality may not use such taxes to supplant the normal operating expenses of an emergency medical services department, a fire department, a sheriff's office, or a police department. To receive reimbursement, the county must:

1.a. Generate a minimum of $10 million in annual proceeds from any tax, or any combination of taxes, authorized to be levied pursuant to this section;

b. Have at least three municipalities; and

c. Have an estimated population of less than 275,000, according to the most recent population estimate prepared pursuant to s. 186.901, excluding the inmate population; or

2. Be a fiscally constrained county as described in s. 218.67(1).

The board of county commissioners must by majority vote approve reimbursement made pursuant to this paragraph upon receipt of a recommendation from the tourist development council.

(d) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(e) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraphs (a)-(d) of this subsection is expressly prohibited.

(6) REFERENDUM.—

(a) An ordinance enacted or renewed by a county levying the tax authorized by this section may not take effect until the ordinance levying and imposing the tax has been approved in a referendum held at a general election, as defined in s. 97.021, by a majority of the electors voting in such election in the county or by a majority of the electors voting in the subcounty special tax district affected by the tax.

(b) The governing board of the county levying the tax shall arrange to place a question on the ballot at a general election, as defined in s. 97.021, to be held within the county, which question shall be in substantially the following form:

FOR the Tourist Development Tax
AGAINST the Tourist Development Tax

(c) If a majority of the electors voting on the question approve the levy, the ordinance shall be deemed to be in effect.

(d) In any case where an ordinance levying and imposing the tax has been approved by referendum pursuant to this section and 15 percent of the electors in the county or 15 percent of the electors in the subcounty special district in which the tax is levied file a petition with the board of county commissioners for a referendum to repeal the tax, the board of county commissioners shall cause an election to be held for the repeal of the tax which election shall be subject only to the outstanding bonds for which the tax has been pledged. However, the repeal of the tax shall not be effective with respect to any portion of taxes initially levied in November 1989, which has been pledged or is being used to support bonds under paragraph (3)(d) or paragraph (3)(l) until the retirement of those bonds.

(e) A referendum to reenact an expiring tourist development tax must be held at a general election occurring within the 48-month period immediately preceding the effective date of the reenacted tax, and the referendum may appear on the ballot only once within the 48-month period.

(7) AUTOMATIC EXPIRATION ON RETIREMENT OF BONDS.—Notwithstanding any other provision of this section, if the plan for tourist development approved by the governing board of the county, as amended pursuant to paragraph (4)(d), includes the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization, the county ordinance levying and imposing the tax automatically expires upon the later of:

(a) The retirement of all bonds issued by the county for financing the acquisition, construction, extension, enlargement, remodeling, repair, or improvement of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, or auditorium, or museum or aquarium that is publicly owned and operated or owned and operated by a not-for-profit organization; or

(b) The expiration of any agreement by the county for the operation or maintenance, or both, of a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum. However, this does not preclude that county from amending the ordinance extending the tax to the extent that the board of the county determines to be necessary to provide funds to operate, maintain, repair, or renew and replace a publicly owned and operated convention center, sports stadium, sports arena, coliseum, auditorium, aquarium, or museum or from enacting an ordinance that takes effect without referendum approval, unless the original referendum required ordinance expiration, pursuant to the provisions of this section reimposing a tourist development tax, upon or following the expiration of the previous ordinance.

(8) PROHIBITED ACTS; ENFORCEMENT; PENALTIES.—

(a) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or herself or through agents or employees, is, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(b) No person shall advertise or hold out to the public in any manner, directly or indirectly, that he or she will absorb all or any part of the tax, that he or she will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration or, when added, that it or any part thereof will be refunded or refused, either directly or indirectly, by any method whatsoever. Any person who willfully violates any provision of this subsection is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) The tax authorized to be levied by this section shall constitute a lien on the property of the lessee, customer, or tenant in the same manner as, and shall be collectible as are, liens authorized and imposed in ss. 713.67, 713.68, and 713.69.

(9) COUNTY TOURISM PROMOTION AGENCIES.—In addition to any other powers and duties provided for agencies created for the purpose of tourism promotion by a county levying the tourist development tax, such agencies are authorized and empowered to:

(a) Provide, arrange, and make expenditures for transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the head of the agency, in connection with the performance of promotional and other duties of the agency. However, entertainment expenses shall be authorized only when meeting with travel writers, tour brokers, or other persons connected with the tourist industry. All travel and entertainment-related expenditures in excess of $10 made pursuant to this subsection shall be substantiated by paid bills therefor. Complete and detailed justification for all travel and entertainment-related expenditures made pursuant to this subsection shall be shown on the travel expense voucher or attached thereto. Transportation and other incidental expenses, other than those provided in s. 112.061, shall only be authorized for officers and employees of the agency, other authorized persons, travel writers, tour brokers, or other persons connected with the tourist industry when traveling pursuant to paragraph (c). All other transportation and incidental expenses pursuant to this subsection shall be as provided in s. 112.061. Operational or promotional advancements, as defined in s. 288.35(4), obtained pursuant to this subsection, shall not be commingled with any other funds.

(b) Pay by advancement or reimbursement, or a combination thereof, the costs of per diem and incidental expenses of officers and employees of the agency and other authorized persons, for foreign travel at the current rates as specified in the federal publication “Standardized Regulations (Government Civilians, Foreign Areas).” The provisions of this paragraph shall apply for any officer or employee of the agency traveling in foreign countries for the purposes of promoting tourism and travel to the county, if such travel expenses are approved and certified by the agency head from whose funds the traveler is paid. As used in this paragraph, the term “authorized person” shall have the same meaning as provided in s. 112.061(2)(c). With the exception of provisions concerning rates of payment for per diem, the provisions of s. 112.061 are applicable to the travel described in this paragraph. As used

in this paragraph, “foreign travel” means all travel outside the United States. Persons traveling in foreign countries pursuant to this subsection shall not be entitled to reimbursements or advancements pursuant to s. 112.061(6)(a)2.

(c) Pay by advancement or reimbursement, or by a combination thereof, the actual reasonable and necessary costs of travel, meals, lodging, and incidental expenses of officers and employees of the agency and other authorized persons when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, and while attending or traveling in connection with travel or trade shows. With the exception of provisions concerning rates of payment, the provisions of s. 112.061 are applicable to the travel described in this paragraph.

(d) Undertake marketing research and advertising research studies and provide reservations services and convention and meetings booking services consistent with the authorized uses of revenue as set forth in subsection (5).

1. Information given to a county tourism promotion agency which, if released, would reveal the identity of persons or entities who provide data or other information as a response to a sales promotion effort, an advertisement, or a research project or whose names, addresses, meeting or convention plan information or accommodations or other visitation needs become booking or reservation list data, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

2. The following information, when held by a county tourism promotion agency, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution:

a. Booking business records, as defined in s. 255.047.

b. Trade secrets and commercial or financial information gathered from a person and privileged or confidential, as defined and interpreted under 5 U.S.C. s. 552(b)(4), or any amendments thereto.

(e) Represent themselves to the public as convention and visitors bureaus, visitors bureaus, tourist development councils, vacation bureaus, or county tourism promotion agencies operating under any other name or names specifically designated by ordinance.

(10) LOCAL ADMINISTRATION OF TAX.—

(a) A county levying a tax under this section or s. 125.0108 may be exempted from the requirements of the respective section that:

1. The tax collected be remitted to the Department of Revenue before being returned to the county; and

2. The tax be administered according to chapter 212,

if the county adopts an ordinance providing for the local collection and administration of the tax.

(b) The ordinance shall include provision for, but need not be limited to:

1. Initial collection of the tax to be made in the same manner as the tax imposed under chapter 212.

2. Designation of the local official to whom the tax shall be remitted, and that official’s powers and duties with respect thereto. Tax revenues may be used only in accordance with the provisions of this section.

3. Requirements respecting the keeping of appropriate books, records, and accounts by those responsible for collecting and administering the tax.

4. Provision for payment of a dealer’s credit as required under chapter 212.

5. A portion of the tax collected may be retained by the county for costs of administration, but such portion shall not exceed 3 percent of collections.

(c) A county adopting an ordinance providing for the collection and administration of the tax on a local basis shall also adopt an ordinance electing either to assume all responsibility for auditing the records and accounts of dealers, and assessing, collecting, and enforcing payments of delinquent taxes, or to delegate such authority to the Department of Revenue. If the county elects to assume such responsibility, it shall be bound by all rules promulgated by the Department of Revenue pursuant to paragraph (3)(k), as well as those rules pertaining to the sales and use tax on transient rentals imposed by s. 212.03. The county may use any power granted in this section to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest. The county may use a certified public accountant licensed in this state in the administration of its statutory duties and responsibilities. Such certified public accountants are bound by the same confidentiality requirements and subject to the same penalties as the county under s. 213.053.

If the county delegates such authority to the department, the department shall distribute any collections so received, less costs of administration, to the county. The amount deducted for costs of administration by the department shall be used only for those costs which are solely and directly attributable to auditing, assessing, collecting, processing, and enforcing payments of delinquent taxes authorized in this section. If a county elects to delegate such authority to the department, the department shall audit only those businesses in the county that it audits pursuant to chapter 212.

(11) INTEREST PAID ON DISTRIBUTIONS.—

(a) Interest shall be paid on undistributed taxes collected and remitted to the Department of Revenue under this section. Such interest shall be included along with the tax proceeds distributed to the counties and shall be paid from moneys transferred from the General Revenue Fund. The department shall calculate the interest for net tax distributions using the average daily rate that was earned by the State Treasury for the preceding calendar quarter and paid to the General Revenue Fund. This rate shall be certified by the Chief Financial Officer to the department by the 20th day following the close of each quarter.

(b) The interest applicable to taxes collected under this section shall be calculated by multiplying the tax amounts to be distributed times the daily rate times the number of days after the third working day following the date the tax is due and payable pursuant to s. 212.11 until the date the department issues a voucher to request the Chief Financial Officer to issue the payment warrant. The warrant shall be issued within 7 days after the request.

(c) If an overdistribution of taxes is made by the department, interest shall be paid on the overpaid amount beginning on the date the warrant including the overpayment was issued until the third working day following the due date of the payment period from which the overpayment is being deducted. The interest on an overpayment shall be calculated using the average daily rate from the applicable calendar quarter and shall be deducted from moneys distributed to the county under this section.

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 77-209; s. 3, ch. 79-359; s. 72, ch. 79-400; s. 4, ch. 80-209; s. 2, ch. 80-222; s. 5, ch. 83-297; s. 1, ch. 83-321; s. 40, ch. 85-55; s. 1, ch. 86-4; s. 76, ch. 86-163; s. 61, ch. 87-6; s. 1, ch. 87-99; s. 35, ch. 87-101; s. 1, ch. 87-175; s. 5, ch. 87-280; s. 4, ch. 88-226; s. 6, ch. 88-243; s. 2, ch. 89-217; ss. 31, 66, ch. 89-356; s. 2, ch. 89-362; s. 1, ch. 90-107; s. 1, ch. 90-349; s. 81, ch. 91-45; s. 230, ch. 91-224; s. 3, ch. 92-175; s. 1, ch. 92-204; s. 32, ch. 92-320; s. 4, ch. 93-233; s. 1, ch. 94-275; s. 3, ch. 94-314; s. 37, ch. 94-338; s. 3, ch. 94-353; s. 1, ch. 95-133; s. 1434, ch. 95-147; s. 3, ch. 95-304; s. 1, ch. 95-360; s. 1, ch. 95-416; ss. 44, 46, ch. 96-397; s. 43, ch. 96-406; s. 15, ch. 97-99; s. 1, ch. 98-106; s. 58, ch. 99-2; s. 1, ch. 99-287; ss. 6, 11, 14, ch. 2000-312; s. 11, ch. 2000-351; s. 14, ch. 2001-252; s. 10, ch. 2002-265; s. 1, ch. 2003-34; s. 1, ch. 2003-37; s. 2, ch. 2003-78; s. 145, ch. 2003-261; s. 1, ch. 2005-96; s. 1, ch. 2009-133; s. 1, ch. 2012-180; s. 1, ch. 2013-168; s. 2, ch. 2016-6; s. 1, ch. 2016-220; s. 1, ch. 2017-36; s. 5, ch. 2018-118; s. 1, ch. 2020-10; s. 3, ch. 2022-5; s. 1, ch. 2022-214; s. 45, ch. 2023-8; s. 2, ch. 2023-157.

[1]**Note.**—The word “of” preceding the word “the” was deleted by the editors to improve clarity.

[2]**Note.**—The word “for” was substituted for the word “of” by the editors to conform to context.

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Tiffany Gunn, Capital Projects Manager** **Mitch Thomas, Assistant County Engineer - Stormwater**
SUBJECT/TITLE:	**Request adoption of Resolution 23-24-119 for Budget Amendment 23-24-111 to realign unused Fire Loan funds from Lake Placid Fire Station, Project #18051, to Spring Lake Fire Station, Project #21104.**

STATEMENT OF ISSUE

The Board approved an Ordinance authorizing the issuance of a not to exceed $5,500,000.00 public improvement revenue note on September 17, 2019. The purpose of the Fire Capital Loan was to finance and/or reimbursing the costs of the acquisition, construction and equipping of fire safety equipment, vehicles, a fire station and other infrastructure improvement projects located within the County. Currently the remaining $2,329,304.36 funds are allocated in the Lake Placid Fire Station project. However, with the addition of the Spring Lake Fire Station grant project. that is extremely underfunded, we are asking the Board to approve the transfer of funds to fund the construction/permitting/civil engineering of Spring Lake Fire Station. The County will also utilize internal forces to alleviate budgetary hardships on this project. Lake Placid has a functioning Fire Station and at this time, the County / Town of Lake Placid have not decided on nor found property that is suitable for a new Fire Station. As the County is getting penalized on the loan and after discussion with OMB, it was determined that transferring the remaining funds would better suit the project, funding source and bring the County current on the Fire Capital Loan.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-119 for Budget Amendment 23-24-111 to realign unused Fire Loan funds from Lake Placid Fire Station, Project #18051, to Spring Lake Fire Station, Project #21104.

FISCAL IMPACT

The fiscal impact to Fund 355 (HCFIRN LTD Capital Exps) is a decrease of $2,329,304.36 in project #18051 (Fire Rescue Station 36), cost center 2685 (HCFPIRN LTD Capital Exps), account 56200Z (Project Buildings) and an increase of $2,329,304.36 to project #21104 (Spring Lake Fire Station 20), cost center 2685, account 56200Z, for a net fiscal impact of $0.00.

Attachments: 23-24-111 Xfer Proj 18051 LP Fire Station 36 to Proj 21104 Spring Lake Fire Station 20 (BA).pdf
23-24-119R Xfer Proj 18051 LP Fire Station 36 to Proj 21104 Spring Lake Fire Station 20 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
May 23, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **5/13/2024** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **355** FUND TITLE(S): **HCFPIRN LTD Capital Exps** COST CENTER(S) #: **2685**

PROJECT(S) #: **18051 / 21104** PROJECT TITLE(S): **Fire Rescue Station 36 / Spring Lake Fire Station 20** COST CENTER TITLE(S): **HCFPIRN LTD CAPITAL EXPS**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	355		3999100Z	Project Fund Balance Fwd	18051	2,658,692.23		2,329,304.36	329,387.87
E	355	2685	54900Z	Proj Other Charges & Obligations	18051	200.00		200.00	0.00
E	355	2685	56200Z	Project Buildings	18051	2,751,657.36		2,329,104.36	422,553.00
R	355		3999100Z	Project Fund Balance Fwd	21104	0.00	2,329,304.36		2,329,304.36
E	355	2685	56200Z	Project Buildings	21104	0.00	2,329,304.36		2,329,304.36
									0.00
									0.00

REASON: **To transfer Fund 355 funding from Project 18051 to Project 21104.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-111

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 23-24-119

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-111 TO THE HCFPIRN LTD CAPITAL EXPS FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the HCFPIRN LTD Capital Exps. Fund.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-111 is hereby approved and authorized to transfer funds from Project 18051 Fire Rescue Station 36 in the amount of $2,329,304.36 and appropriate funding to Project 21104 Spring Lake Fire Station for FY23/24 for a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Jason Boudrie, Founder and CEO of Synergy Sports** **Leah Sauls, Development Services Development** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request for direction in continuing the Tourism Development Council's (TDC) path towards private-public partnership for Indoor Multipurpose Sports Facility and Complex, entertaining donation of land to County for the development of Facility, and returning to County Commissioners with TDC-approved detailed plan for development of Facility.**

STATEMENT OF ISSUE

Since 2020, the Highlands County Tourist Development Council (TDC) has been researching concepts for positioning Highlands County as a premier destination for Sports Tourism. The attached document titled "Sports Tourism History since 2020" provides a summarized history of this initiative thus far.

Jason Boudrie of Synergy Sports, a development group contracted by the TDC for multiple studies on Sports Facility enhancement within Highlands County, is presenting their recently completed feasibility study for an Indoor Multi-Purpose Sports Facility and Complex to the Board of County Commissioners.

A private developer has expressed interest in donating land to the County for the purpose of building the Facility and Complex to serve as an anchor for the developer's additional planned projects that would surround the complex. Jason's presentation will also touch on this topic.

The TDC at their regular meeting on April 25, 2024 unanimously voted to recommend continuing developing the plan and path towards private-public partnership for Indoor Multipurpose Sports Facility and Complex, entertaining donation of land to County for the development of Facility, and bringing back to the TDC a detailed plan for development of the Facility.

The TDC Staff along with Synergy Sports will be looking for direction from the Board of County Commissioners to:

1. agree with the TDC continuing to research and develop this initiative;

2. return to the County Commissioners with a TDC-approved detailed plan for the development of the facility under a public-private partnership;

3. and, begin the process with the private landowner on donation of land to the county for this project.

RECOMMENDED ACTION

Please provide direction to Tourism staff on if the Board wishes to follow the Tourism Development Council's (TDC recommendation of instructing staff to further research the concept of a public-private partnership for development of an Indoor Multi-Purpose Sports Facility and Complex with donation of land to the County for the development of Facility, and return to the County Commissioners with a TDC-approved detailed plan for development of Facility.

FISCAL IMPACT

There is no fiscal impact from this item.

Attachments: Sports Tourism History since 2020.pdf
Feasibility Study Presentation-06042024-BOCC (8.5 x 11 Size Formatting).pdf

Highlands Co. Tourist Development Council's Sports Tourism Assessment & Study History
2020-2024

Step 1 in August 2020: Sports Tourism Assessment & Destination Audit

Assessed future sports tourism, venue/facilities, and event development.

The report includes a SWOT analysis, an overview and evaluation of the venue inventory in Highlands County. It includes recommendations to enhance the current sports tourism efforts of Visit Sebring and organizational development enhancements that would drive additional overnight stays and economic impact to Highlands County. Click here for full study.

Short-Term Recommendations

1. Explore created sporting event opportunities. (Action: CGT Ladies, MLGT & recruited events)
2. Add bench strength to support current staff in sports marketing and business development. (Action: Airstream Ventures added in 2021)
3. Focus on sports facility enhancement. (Action: Parking lot expansion at Istokpoga Park + State grant for Facility Evaluation in 2023)
4. Strengthen community alignment. (Action: Ongoing Stakeholder Group & Individual Meetings)

Long-Term Recommendations

1. Develop a sustainable sporting venue funding source and expand business development efforts. (Action: 3rd penny & 1% increase to 5% in 2023)
2. Collaborate to identify specific sports venue development opportunities. (Action: Sports Facility Feasibility Study in 2023)

**Text in green indicates what TDC has done since recommendations.*

Highlands County's Sports Tourism Index score in January 2020: 21.48.

Step 2 in May 2023: Sports Tourism Facility Evaluation & Recommendations (Venue Audit)

The purpose of this study was to evaluate where are biggest opportunities are with sports tourism driving facilities. And to use industry benchmarks to narrow down the

venues that Highlands County should focus on to drive sports tourism. Click here for full study.

The study concluded:

- There is a desire to grow sports tourism/recreation opportunities in Highlands County.
- The area lacks the necessary anchor facilities to drive tourism, particularly during the shoulder and off-peak seasons.
- The regional competition is fierce; there's a focus on facility investment throughout Florida mostly in larger markets.
- Many of Highlands County recreation facilities are underdeveloped or unkept, particularly for a growing community, and lack the ability to serve as tourism-driving venues.

Venue Audit Recommendations:

- **New or Enhanced Diamond Facility** – Currently, the highest scoring diamond facilities in Highlands County are the Highlands County Sports Complex and the Max Long Baseball Fields. However, even as the highest scoring and most tournament-ready facilities in the area, both fall below the national average of diamond facility scores.
- **New or Enhanced Flat Field Facility** – As with diamonds, the highest scoring flat field facility in the area are the Highlands County Sports Complex, but the complex also scores below the national average and lacks the adequate number of fields and level of amenities needed to be considered a "tournament-friendly" facility.
- **New Indoor Multipurpose/Hardwood Court Facility**
  sport focused facilities in the region are limited, lack the number of courts that event owners demand, and have local user groups that often control the event calendar and limit availability. During the venue audit, the Consultant Team did not visit any "tournament friendly" or "anchor" indoor hardwood court venues. Could also be used for indoor pickleball.
- **Waterway Enhancement** – Despite boasting numerous lakes ideal for fishing and other water/beach activities, it became apparent to the Consultant Team during the site visit and in speaking with those interviewed that the area lacked the infrastructure needed to truly take advantage of the county's water resources. While the area does host a few fishing tournaments each year, the lack of facilities and entry points limits the size of events that can be hosted. This results in potentially hundreds of thousands of dollars in lost revenue from participant and spectator lodging, dining, shopping, fueling, etc.

Highlands County's Sports Tourism Index score in May 2023: 45.60. (Up by +24.12 points)

Step 3 in November 2023: Sports Tourism Facility Feasibility Study

In August 2023, Synergy Sports Global was hired by Visit Sebring to complete a Sports Tourism Facility Feasibility Study. This study provides a market summary, programming recommendations, facility size and budget recommendations, as well as projected economic impact and visitor expectations. Highlands County would be focused on expanding the community's access to sports and recreation, as well as driving new visitor spending to the County with sports tournaments and events. Click here for full study.

Due to existing infrastructure, Synergy is recommending the development of the proposed 3-court facility at the Highlands County Fairgrounds (adding to existing Alan Jay Arena) plus the expansion of the outdoor fields at the Sports Complex. The spaces reflected in the facility program are what we believe are right sized to the regional market opportunity for sports tourism and the Project Team's definitions of success.

The proposed facility will be able to achieve the Project Team's definition of success of creating a self-sustaining business model while also maximizing the opportunity to draw non-local visitors from the region through sports tourism events.

Recommend the Project team consider a P3/ private developer funding model to reduce the total amount of municipal capital required to create a successful facility. To maximize the impact of the proposed facility and minimize the exposure of the County in which it's located, we recommend a privately developed facility with a municipality/ TDC leaseback.

STATUS: This project is currently halted. The Fair Board applied for a $4 million state grant to help fund this $7 million project. If the funds were awarded, the Fair Board would have considered where the additional $3 million will come from. The Fair Board did not receive the $4 million grant, and so the project was halted due to funding.

Step 4 Proposed in 2024: Business Plan & Financial Model for Indoor, Multi-Use Facility

In early January 2024, a developer/landowner began serious discussions with TDC staff and TDC consultants about donating a significant portion of land to the County. The donation would be connected to the TDC's ability and desire to develop a Multi-Use Facility that could be used for sports tourism. The Business Plan and renderings created could be used on any property; they would not be tied to this developer's property.

Business Plan would include:
• Creation of 5-year financial projections for operations to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)

• Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area,
additional hotel stays, restaurant visits, etc.
• Creation of a User Impact Summary to show the number of additional visitors to the area, youth participants, etc.
based on a newly designed sports asset
• Initial Conceptual Architecture
• Conceptual Floor Plan and Site Plan including aerial views
• 3-5 Exterior Renderings
• 3-5 Interior Rendering
• Development of a digital presentation deck
• Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional
phasing plan
• Provide a summary of financing and funding options

Presentation of study results to take place during April 25, 2024 TDC meeting and June 4, 2024 Board of County Commissioners Meeting.

Highlands County BOCC Sports Feasibility Presentation

June 4, 2024

Executive Summary

- It was determined that a 12 diamond, 8 flat field outdoor complex and 8 court indoor facility located within a master-planned mixed-use development are feasible, viable, and can contribute significantly to regional sports tourism as well as be a quality-of-life enhancement to the community
- It is recommended to expand the number of fields at the current sports complex
- Demographics and socioeconomics support the development
- Opportunity to host local, regional, and national tournaments, expand opportunities for the local community, and be an economic catalyst for ancillary development (i.e. hotel, hospitality, retail, etc.)
- Through naming rights, sponsorships, and operating revenue, the facility can support its own operating expenses and produce significant economic impact, hotel room night stays, and total visitors
- Recommendation is to partner with a private operator to manage the complex
- Estimated Cost: $80M

Demographic Analysis
(30, 60, 120- mile radii)

2020 Residential Population:	176,231	2023 Total Sales	$7,769,659,000
2023 Residential Population:	178,177	2023 Total Employees	51,163
2028 Residential Population:	179,613	Employee/Residential Population Ratio:	0.29:1
Annual Population Growth 2023 - 2028	0.16%	Total Number of Businesses:	5,998

2020 Residential Population:	2,117,664	2023 Total Sales	$92,233,720,369
2023 Residential Population:	2,280,562	2023 Total Employees	615,099
2028 Residential Population:	2,423,722	Employee/Residential Population Ratio:	0.27:1
Annual Population Growth 2023 - 2028	1.23%	Total Number of Businesses:	65,342

2020 Residential Population:	13,619,849	2023 Total Sales	$92,233,720,369
2023 Residential Population:	14,231,312	2023 Total Employees	5,806,480
2028 Residential Population:	14,725,727	Employee/Residential Population Ratio:	0.41:1
Annual Population Growth 2023 - 2028	0.69%	Total Number of Businesses:	642,808

Sport Participation Rates by Radius

- **Local population likely will not be challenged to support Monday- Thursday operations of a new complex**
  - 6,000 youth participated in basketball (67 MPI)
  - 3,000 youth participated in volleyball (77 MPI)
  - 5,000 youth participated in baseball or softball (81/ 96 MPI)
  - 6,000 youth participated in soccer or football (67/ 93 MPI)
- **Sufficient sub-regional population to support a collection of new sports opportunities**
  - 93,000 youth participated in basketball (90 MPI)
  - 40,000 youth participated in volleyball (94 MPI)
  - 75,000 youth participated in baseball or softball (96/ 98 MPI)
  - 95,000 youth participated in soccer or football (91/ 101 MPI)
- **Sufficient regional population to support a sports-tourism focused facility**
  - 593,000 local youth participated in basketball (89 MPI)
  - 255,000 local youth participated in volleyball (93 MPI)
  - 450,000 local youth participated in baseball or softball (92/ 94 MPI)
  - 600,000 youth participated in soccer or football (90/ 98 MPI)

SYNERGY SPORTS

VISIT Sebring

Huddle Up Group- 2023 Sports Tourism + Recreation Facility Study Benchmarks

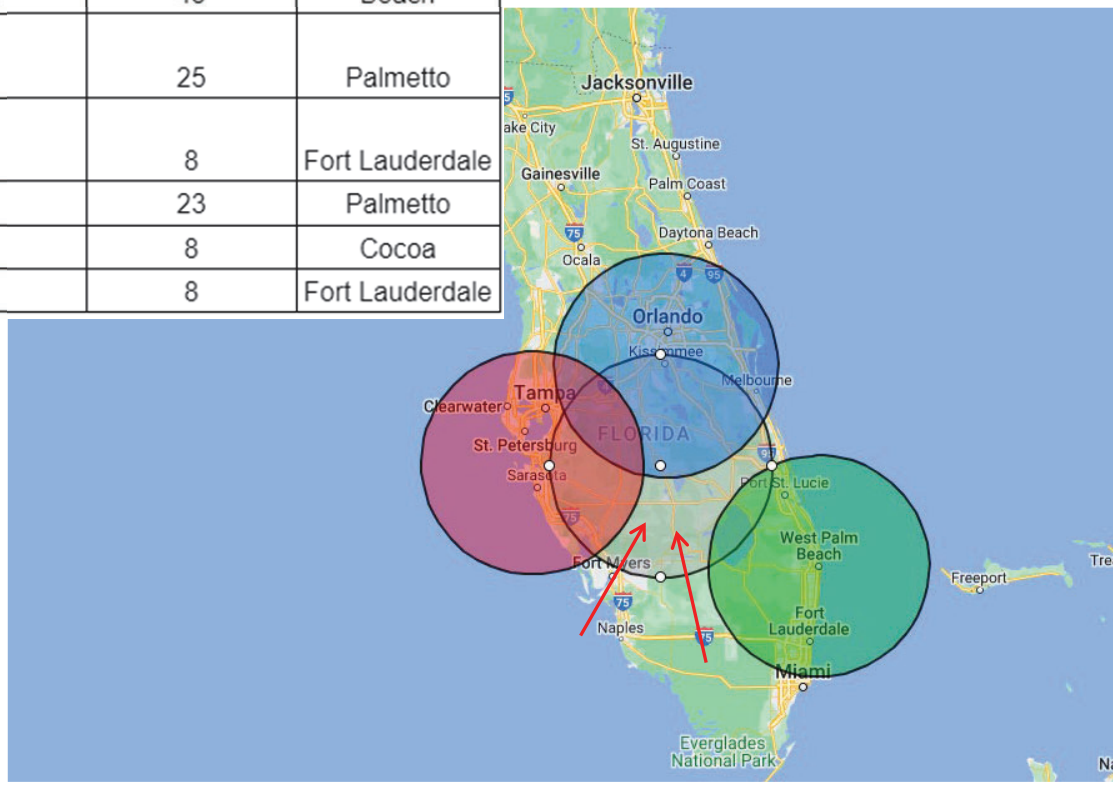
FACILITY TYPE	ANCHOR	TOURNAMENT FRIENDLY
Flat Fields	Minimum 16 fields	8-15 fields
Diamonds	Minimum 12 fields	8-11 fields
Hardwood Courts	Minimum 8 Basketball/16 Volleyball	4 Basketball/8 Volleyball
Indoor Track	200 meter/6 lanes/banked	200 meter/6 lanes
Pickleball Courts	40-60 Courts (National)	8-16 Courts (Local/State) 24-32 Courts (Regional)

Regional Competitors

Flat Fields

Flat Field:

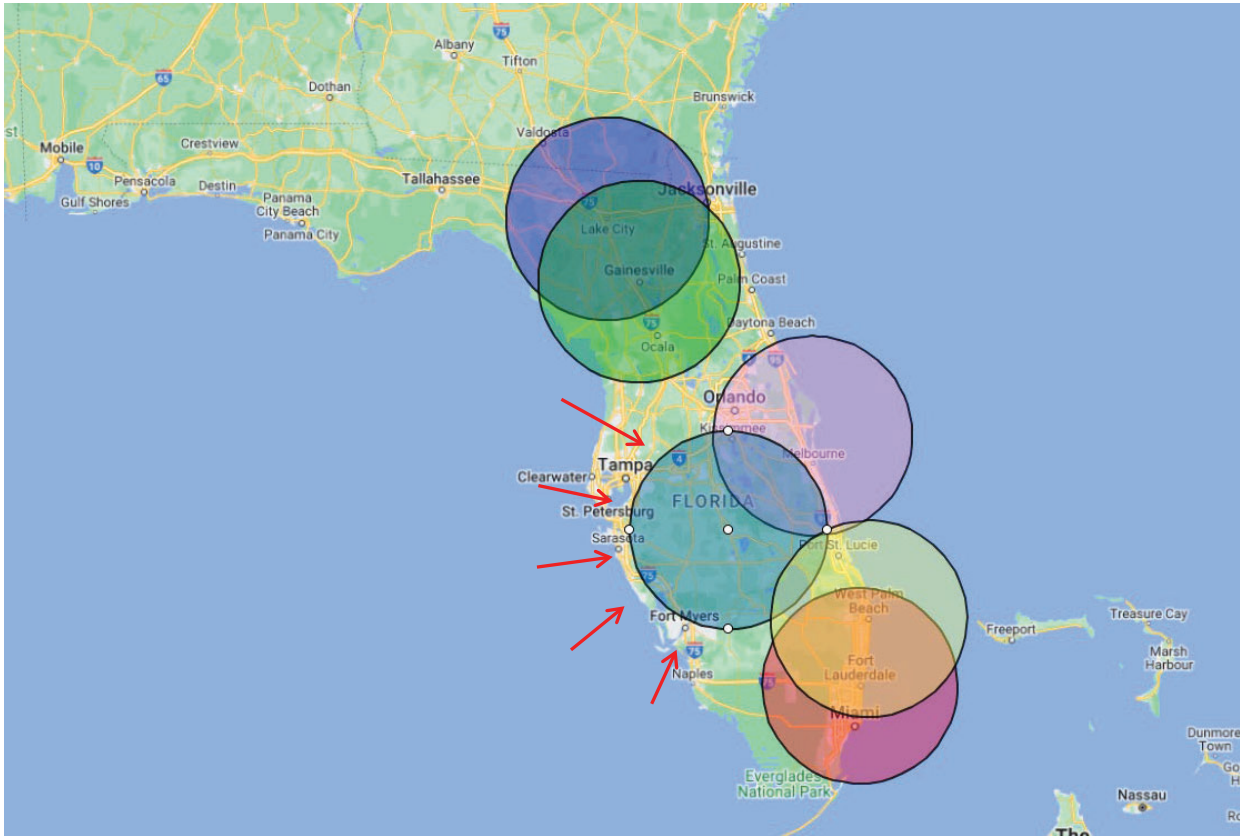
Facility Name	# Fields	City
Austin Tindall Sports Complex	10	Kissimmee
Bamford Park - Soccer/Football/Lacrosse	9	Fort Lauderdale
DVR PNK Stadium	8	Fort Lauderdale
ESPN Wide World of Sports - Flat Fields Complex	17	Kissimmee
IMG Academy	16	Palmetto
International Polo Club & Village Park	45	West Palm Beach
Manatee County Parks and Natural Resources	25	Palmetto
Mullins Park - Soccer/Football/Lacrosse/Rugby	8	Fort Lauderdale
Premier Sports Campus	23	Palmetto
Viera Regional Park	8	Cocoa
Weston Regional Park: Soccer	8	Fort Lauderdale



Regional Competitors

Diamonds

Facility Name	# Fields	City
Bamford Park - Baseball/Softball	13	Fort Lauderdale
Champions Park	16	Gainesville
FITTEAM Ballpark of the Palm Beaches & Roger Dean Stadium (MLB Spring Training Facilities - listing both)	26	West Palm Beach
Southside Sports Complex - Diamonds	25	Lake City
Space Coast Complex	15	Cocoa

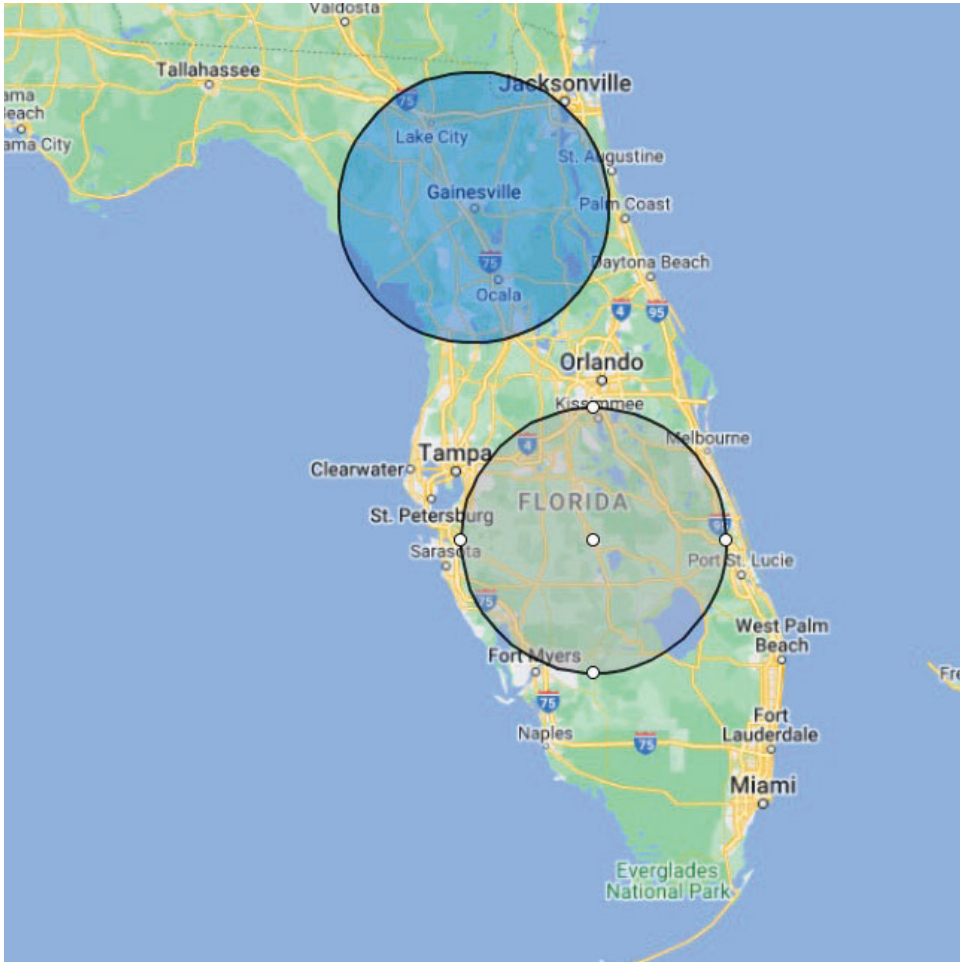


Regional Competitors

Indoor

Indoor Complex:

Facility Name	# Courts	City
Alachua County Sports & Event Center	10	Gainesville



Site Location



- 700+ total acres
- "Site A" is 1st Phase
- Sports Complex + Retail
- Drives Visitors

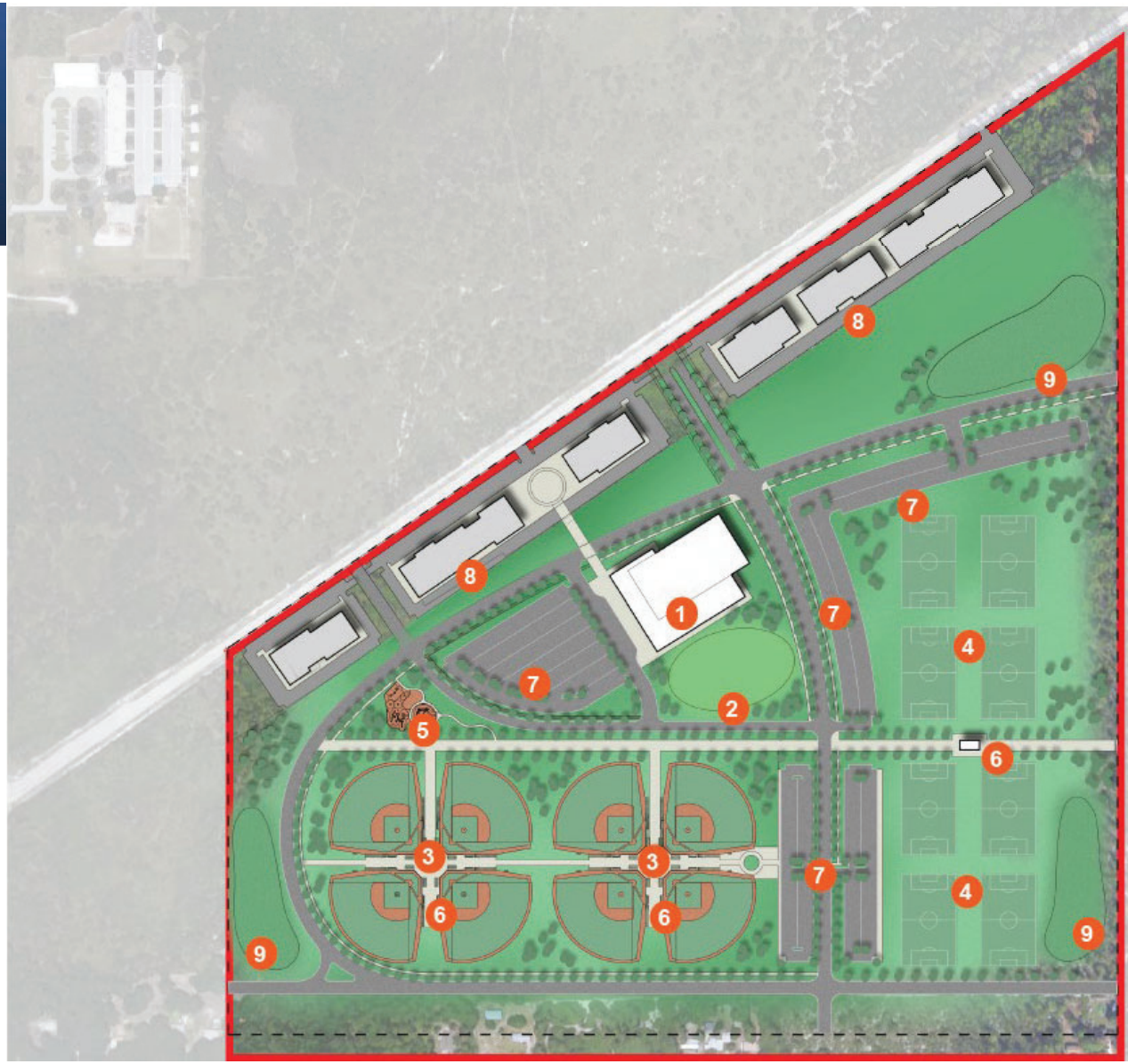
Site Plan

Site Concept

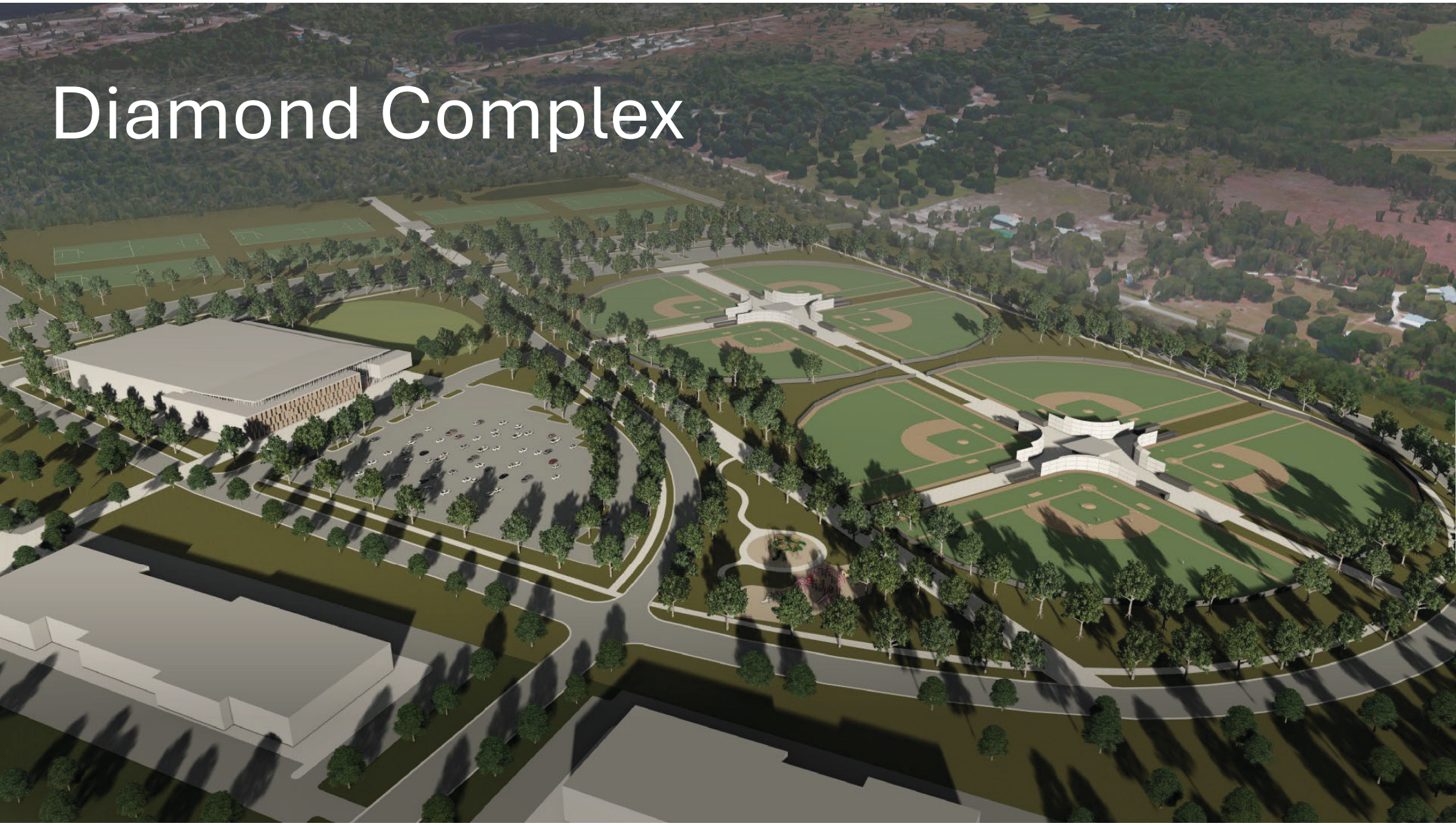
1. Indoor Sport Center
2. Event Lawn
3. Baseball/Softball Diamonds (275')
4. Multipurpose Fields
5. Playground
6, Restroom/Concession Buildings
7. Parking
8. Retail
9. Potential Detention

1867 Total marked parking stalls

*In addition to on-street parking within internal circulator drives



Diamond Complex



Flat Fields



Aerial View

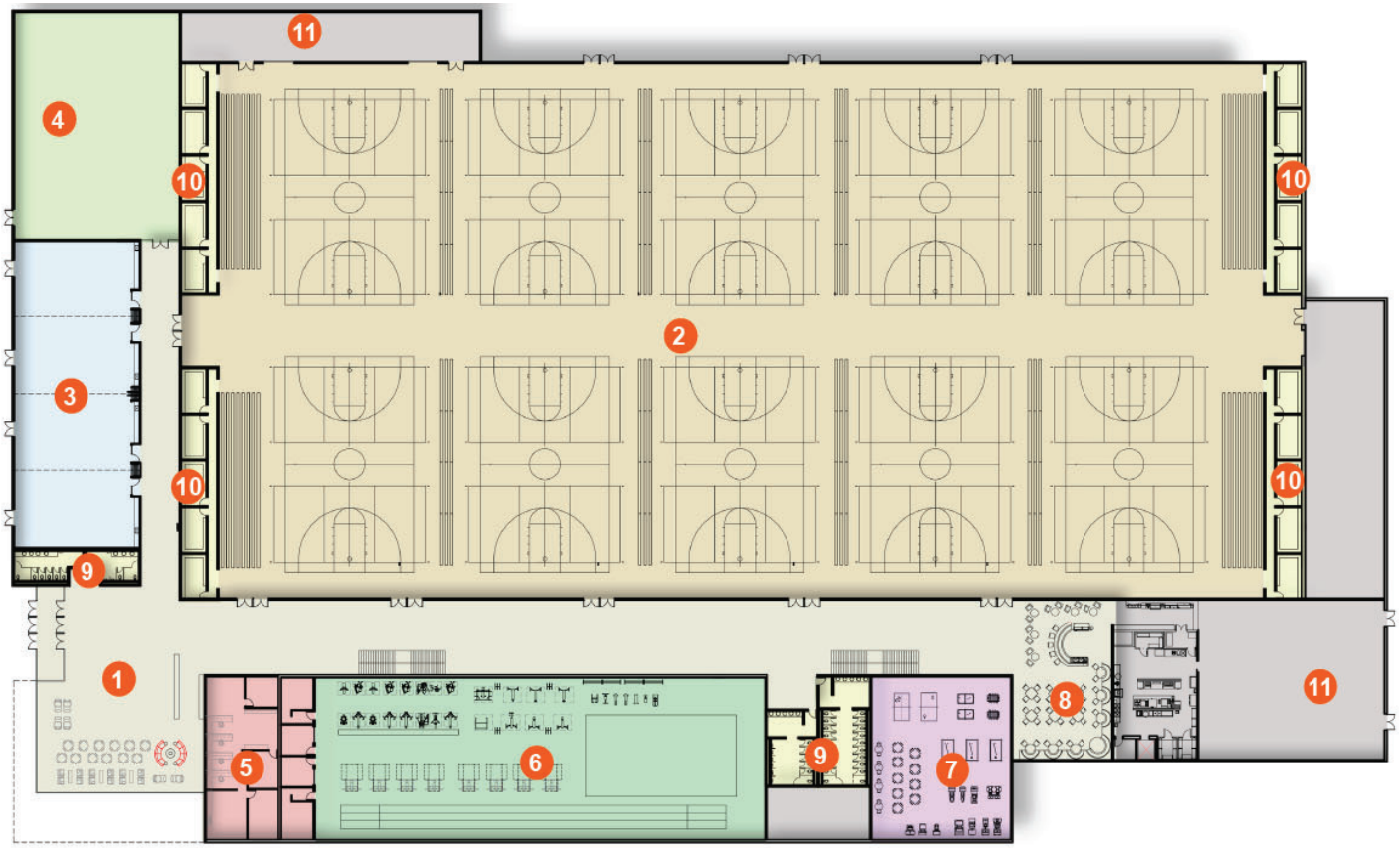



Indoor Facility

Indoor Facility- Conceptual Floorplan

Main Level
150,000 square feet

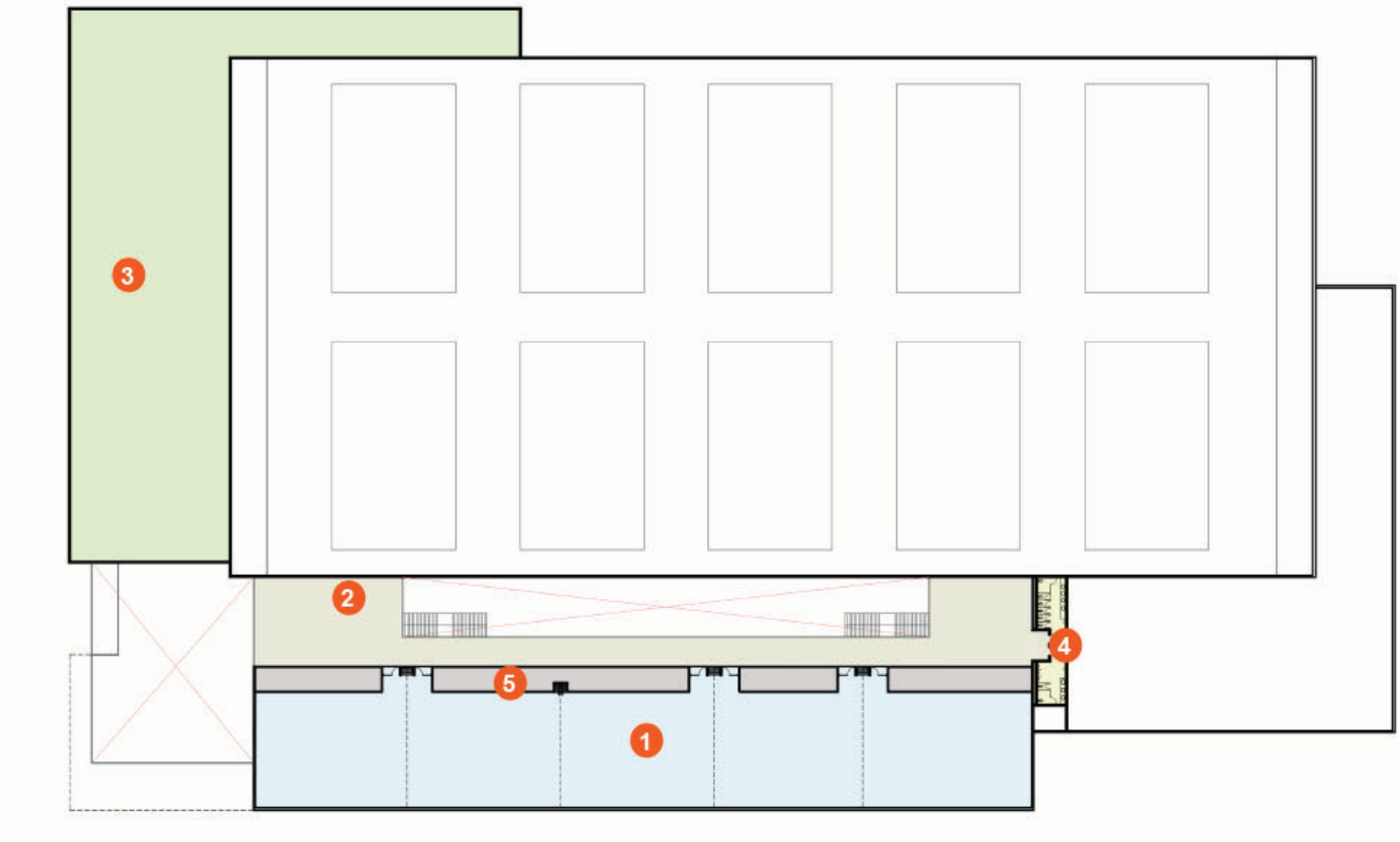
1. Main Entry Lobby & Lounge	5,000
2. 10 Court Gymnasium / Event Center	84,000
3. Meeting / Team Rooms	6,000
4. Orthopedic Tenant Partner	5,000
5. Staff Offices	3,000
6, Performance Training Center	10,000
7. Family Entertainment Center	3,500
8. Cafe & Seating	2,000
9. Restrooms	1,000
10. Team Change Rooms	3,000
11. Mechanical & Maintenace Areas	9,500
Non-assigned area:	18,000



Indoor Facility- Conceptual Floorplan

Upper Level
28,000 square feet

1. Conference / Meeting Rooms	15,000
2. Gathering/ Prefunction Area	5,000
3. Potential Future Tenant Space	14,000
4. Restrooms	500
5. Storage	2,000
Total Area:	36,500



HUG Assessment/ Revised Benchmarking

FACILITY TYPE	ANCHOR	TOURNAMENT FRIENDLY
Flat Fields	Minimum 16 fields	8-15 fields (Highlands Co. Sports Complex = 12)
Diamonds	Minimum 12 fields (Highlands Co. Complex + current Sports Complex = 13)	8-11 fields
Hardwood Courts	Minimum 8 Basketball/16 Volleyball (Highlands Co. Sports Complex = 10 Basketball/ 20 Volleyball)	4 Basketball/8 Volleyball
Indoor Track	200 meter/6 lanes/banked (Highlands Co. Sports Complex is Capable)	200 meter/6 lanes
Pickleball Courts	40-60 Courts (National) (Highlands Co. Sports Complex + Alan Jay Arena = 38-42 Courts)	8-16 Courts (Local/State) 24-32 Courts (Regional)

Sports Complex- Conceptual Financial Model (Revenue/ Gross Profit)

	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10
Income										
Basketball	424,000	636,000	795,000	875,000	919,000	965,000	1,013,000	1,064,000	1,117,000	1,173,000
Volleyball	508,000	762,000	953,000	1,048,000	1,100,000	1,155,000	1,213,000	1,274,000	1,338,000	1,405,000
Soccer/ Lacrosse	402,000	603,000	754,000	829,000	870,000	914,000	960,000	1,008,000	1,058,000	1,111,000
Football/ Flag Football/ Ultimate	134,000	201,000	251,000	276,000	290,000	305,000	320,000	336,000	353,000	371,000
Flat Field Rental	67,000	101,000	126,000	139,000	146,000	153,000	161,000	169,000	177,000	186,000
Baseball / softball programs	180,000	270,000	338,000	372,000	391,000	411,000	432,000	454,000	477,000	501,000
Diamonds rental	125,000	188,000	235,000	259,000	272,000	286,000	300,000	315,000	331,000	348,000
Fitness	140,000	210,000	263,000	289,000	303,000	318,000	334,000	351,000	369,000	387,000
Summer Camp	74,000	111,000	139,000	153,000	161,000	169,000	177,000	186,000	195,000	205,000
Sponsorship	176,000	264,000	330,000	363,000	381,000	400,000	420,000	441,000	463,000	486,000
Food and Beverage	726,000	1,089,000	1,361,000	1,497,000	1,572,000	1,651,000	1,734,000	1,821,000	1,912,000	2,008,000
Indoor Facility Rental	165,000	248,000	310,000	341,000	358,000	376,000	395,000	415,000	436,000	458,000
Vendor Rental Income	2,000	3,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Gross Profit	**$ 3,123,000**	**$ 4,686,000**	**$ 5,859,000**	**$ 6,445,000**	**$ 6,767,000**	**$ 7,107,000**	**$ 7,463,000**	**$ 7,838,000**	**$ 8,230,000**	**$ 8,643,000**

Sports Complex- Conceptual Financial Model (Expenses/ Net Income)

Expenses										
General Manager	75,000	79,000	83,000	87,000	91,000	96,000	101,000	106,000	111,000	117,000
Taxes	31,000	47,000	71,000	107,000	161,000	242,000	363,000	545,000	818,000	1,227,000
Labor	182,000	187,000	193,000	199,000	205,000	211,000	217,000	224,000	231,000	238,000
FOH Payroll	58,000	60,000	62,000	64,000	66,000	68,000	70,000	72,000	74,000	76,000
Maintenance	45000	46,000	47,000	48,000	49,000	50,000	52,000	54,000	56,000	58,000
Total Adminstrative & General Payroll	**$ 391,000**	**$ 419,000**	**$ 456,000**	**$ 505,000**	**$ 572,000**	**$ 667,000**	**$ 803,000**	**$ 1,001,000**	**$ 1,290,000**	**$ 1,716,000**
Basketball	153,000	213,000	246,000	249,000	239,000	222,000	233,000	245,000	257,000	270,000
Soccer	173,000	240,000	276,000	278,000	264,000	266,000	279,000	293,000	308,000	323,000
Soccer	145,000	202,000	234,000	236,000	226,000	210,000	221,000	232,000	243,000	256,000
Football	59,000	83,000	98,000	101,000	99,000	70,000	74,000	77,000	81,000	85,000
Lacrosse	29,000	42,000	49,000	51,000	50,000	35,000	37,000	39,000	41,000	43,000
Baseball / softball programs	133,000	193,000	233,000	247,000	250,000	95,000	99,000	104,000	110,000	115,000
Diamonds maintenance	158,000	237,000	356,000	356,000	356,000	356,000	356,000	356,000	356,000	356,000
Fitness equipment	2,000	3,000	5,000	5,500	6,100	6,700	7,400	8,100	8,900	9,800
Fitness Payroll	70,000	105,000	132,000	145,000	152,000	159,000	167,000	176,000	185,000	194,000
Summer Camp Expense	37,000	56,000	70,000	77,000	81,000	85,000	89,000	93,000	98,000	103,000
Accounting	46,730	47,570	48,680	50,150	52,160	55,010	59,090	65,030	73,700	86,480
Marketing/Promotional	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000
Facility Supplies	272,000	408,000	510,000	561,000	589,000	618,000	649,000	681,000	715,000	751,000
Office Expenses	20,000	30,000	38,000	42,000	44,000	46,000	48,000	50,000	53,000	56,000
Taxes & Licenses	2,000	3,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Utilities	600,000	900,000	1,125,000	1,238,000	1,300,000	1,365,000	1,433,000	1,505,000	1,580,000	1,659,000
Food and Beverage	363,000	500,940	571,620	568,860	534,480	495,300	520,200	546,300	573,600	602,400
Total Expenses	**$ 1,833,730**	**$ 2,628,510**	**$ 3,166,300**	**$ 3,363,510**	**$ 3,411,740**	**$ 3,406,010**	**$ 3,576,690**	**$ 3,756,430**	**$ 3,948,200**	**$ 4,154,680**
Net Operating Income	**$ 1,289,270**	**$ 2,057,490**	**$ 2,692,700**	**$ 3,081,490**	**$ 3,355,260**	**$ 3,700,990**	**$ 3,886,310**	**$ 4,081,570**	**$ 4,281,800**	**$ 4,488,320**
Other Expenses										
Management Fee (10%)	$ 156,000	$ 234,000	$ 293,000	$ 322,000	$ 338,000	$ 355,000	$ 373,000	$ 392,000	$ 412,000	$ 432,000
Replacement Reserve (5%)	$ 156,150	$ 234,300	$ 292,950	$ 322,250	$ 338,350	$ 355,350	$ 373,150	$ 391,900	$ 411,500	$ 432,150
Net Income	**$ 1,133,270**	**$ 1,823,490**	**$ 2,399,700**	**$ 2,759,490**	**$ 3,017,260**	**$ 3,345,990**	**$ 3,513,310**	**$ 3,689,570**	**$ 3,869,800**	**$ 4,056,320**

Economic Impact

Economic Impact		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Non-Local Participant Days		81,522	85,598	89,878	94,372	99,090	104,045	109,247	114,709	120,445	126,467
Non-Local Spectator Days		105,978	111,277	116,841	122,683	128,817	135,258	142,021	149,122	156,578	164,407
Total Non-Local Days		187,500	196,875	206,719	217,055	227,907	239,303	251,268	263,831	277,023	290,874
Average Daily Spending Per Non-Local Person		$ 205.00	$ 215.25	$ 226.01	$ 237.31	$ 249.18	$ 261.64	$ 274.72	$ 288.46	$ 302.88	$ 318.02
Annual Economic Impact		$ 38,437,500	$ 42,377,344	$ 46,721,021	$ 51,509,926	$ 56,789,694	$ 59,700,165	$ 62,908,961	$ 66,446,657	$ 70,346,968	$ 74,647,060
Accumulated Tourism Economic Impact		**$ 38,437,500**	**$ 80,814,844**	**$ 127,535,865**	**$ 179,045,791**	**$ 235,835,485**	**$ 295,535,650**	**$ 358,444,611**	**$ 424,891,268**	**$ 495,238,236**	**$ 569,885,296**
Indirect/Induced Spending	63%	$ 24,215,625	$ 26,697,727	$ 29,434,244	$ 32,451,253	$ 35,777,507	$ 37,611,104	$ 39,632,645	$ 41,861,394	$ 44,318,590	$ 47,027,648
Total Annual Economic Impact		$ 62,653,125	$ 69,075,070	$ 76,155,265	$ 83,961,180	$ 92,567,201	$ 97,311,270	$ 102,541,606	$ 108,308,051	$ 114,665,558	$ 121,674,708
Total Accumulated Economic Impact		**$ 62,653,125**	**$ 131,728,195**	**$ 207,883,460**	**$ 291,844,640**	**$ 384,411,841**	**$ 481,723,110**	**$ 584,264,716**	**$ 692,572,767**	**$ 807,238,325**	**$ 928,913,033**
County Sales Tax	7.5%	$ 4,670,156	$ 5,148,847	$ 5,676,604	$ 6,258,456	$ 6,899,948	$ 7,251,387	$ 7,638,849	$ 8,066,026	$ 8,536,989	$ 9,056,225
Hotel Occupancy Tax	5.0%	$ 960,938	$ 1,059,434	$ 1,168,026	$ 1,287,748	$ 1,419,742	$ 1,419,742	$ 1,419,742	$ 1,419,742	$ 1,419,742	$ 1,419,742
Tax Impact to County		$ 5,631,094	$ 6,208,281	$ 6,844,630	$ 7,546,204	$ 8,319,690	$ 8,671,130	$ 9,058,592	$ 9,485,768	$ 9,956,731	$ 10,475,967
Operating Income		$ 1,133,270	$ 1,823,490	$ 2,399,700	$ 2,759,490	$ 3,017,260	$ 3,345,990	$ 3,513,310	$ 3,689,570	$ 3,869,800	$ 4,056,320
Naming Rights Capital		$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 500,000	$ 500,000	$ -	$ -
Total Available for Lease Payment		$ 8,764,364	$ 10,031,771	$ 11,244,330	$ 11,305,694	$ 12,336,950	$ 13,017,120	$ 13,071,902	$ 13,675,338	$ 13,826,531	$ 14,532,287
Estimated Least Payment		$ 4,800,000	$ 4,896,000	$ 4,993,920	$ 5,093,798	$ 5,195,674	$ 5,299,588	$ 5,405,580	$ 5,513,691	$ 5,623,965	$ 5,736,444
Total Capital Inflows		**$ 3,964,364**	**$ 5,135,771**	**$ 6,250,410**	**$ 6,211,896**	**$ 7,141,276**	**$ 7,717,532**	**$ 7,666,322**	**$ 8,161,647**	**$ 8,202,566**	**$ 8,795,843**

Estimated Visitors & Hotel Room Nights

Outdoor Complex

150,000- 200,000 visitors

100,000- 150,000 unique

50,000- 70,000 hotel visitors

Indoor Complex

75,000- 125,000 visitors

60,000- 85,000 unique

25,000- 30,000 hotel visitors

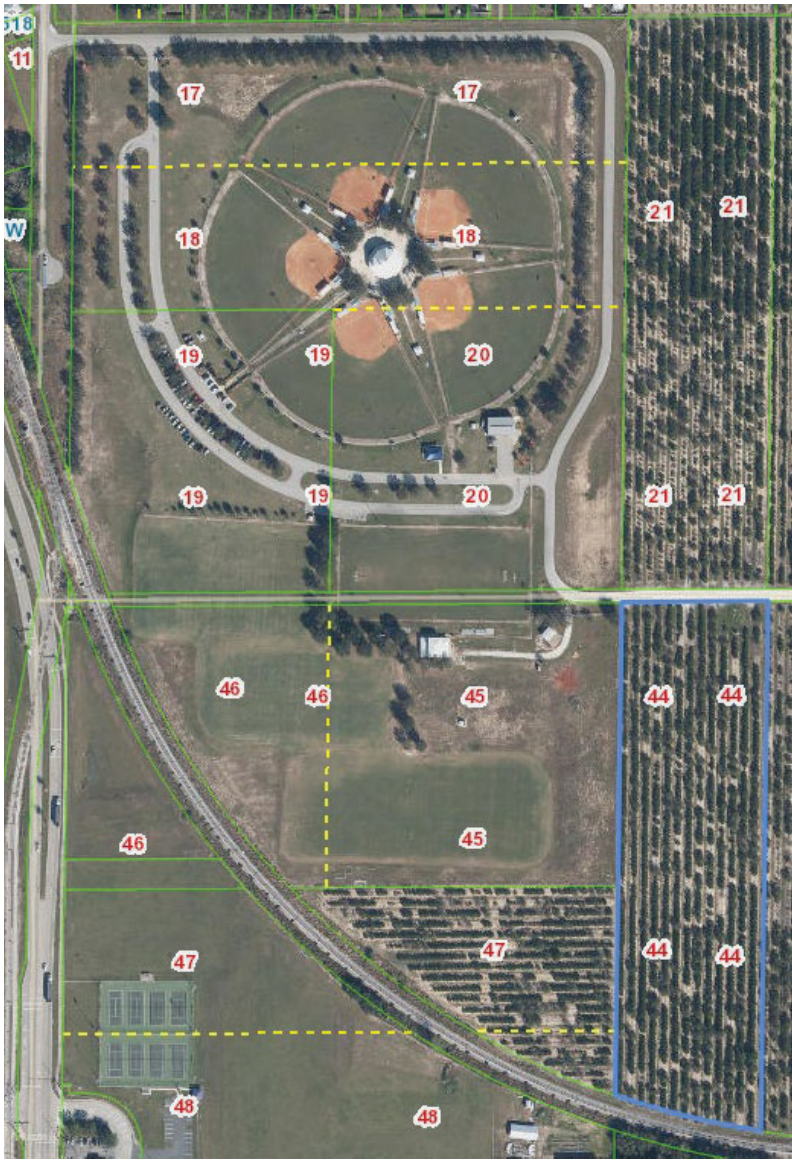
Recommendation #2- Expand the number of fields and amenities at the current sports complex

- The current flat field and diamond inventory are insufficient for hosting most tournaments larger than those that draw sub-regionally
- A lack of amenities at the current sports complex results in a lackluster visitor experience
- The opportunity to expand the number of flat fields is more cost effective and will produce more flexibility in programming
- Combining the number of flat fields and diamonds with the proposed fields in the new Highlands County Sports Complex creates a competitive advantage for Sebring and Highlands County

Recommendation #2- Expand the number of fields and amenities at the current sports complex

- Acquire the ~15 acres behind and to the right of the current flat fields
- Develop 4-5 additional flat fields
- Include restroom/ concession buildings, fieldhouse, lights, and turf
- Add amenities such as walking paths and playgrounds
- Consider outsourcing daily operations to a third-party operator

Renovation Cost (excluding land acquisition): $10M- $15M



Funding Options



Issue Bonds



Capital Improvement Budget



Developer Funded/ Private



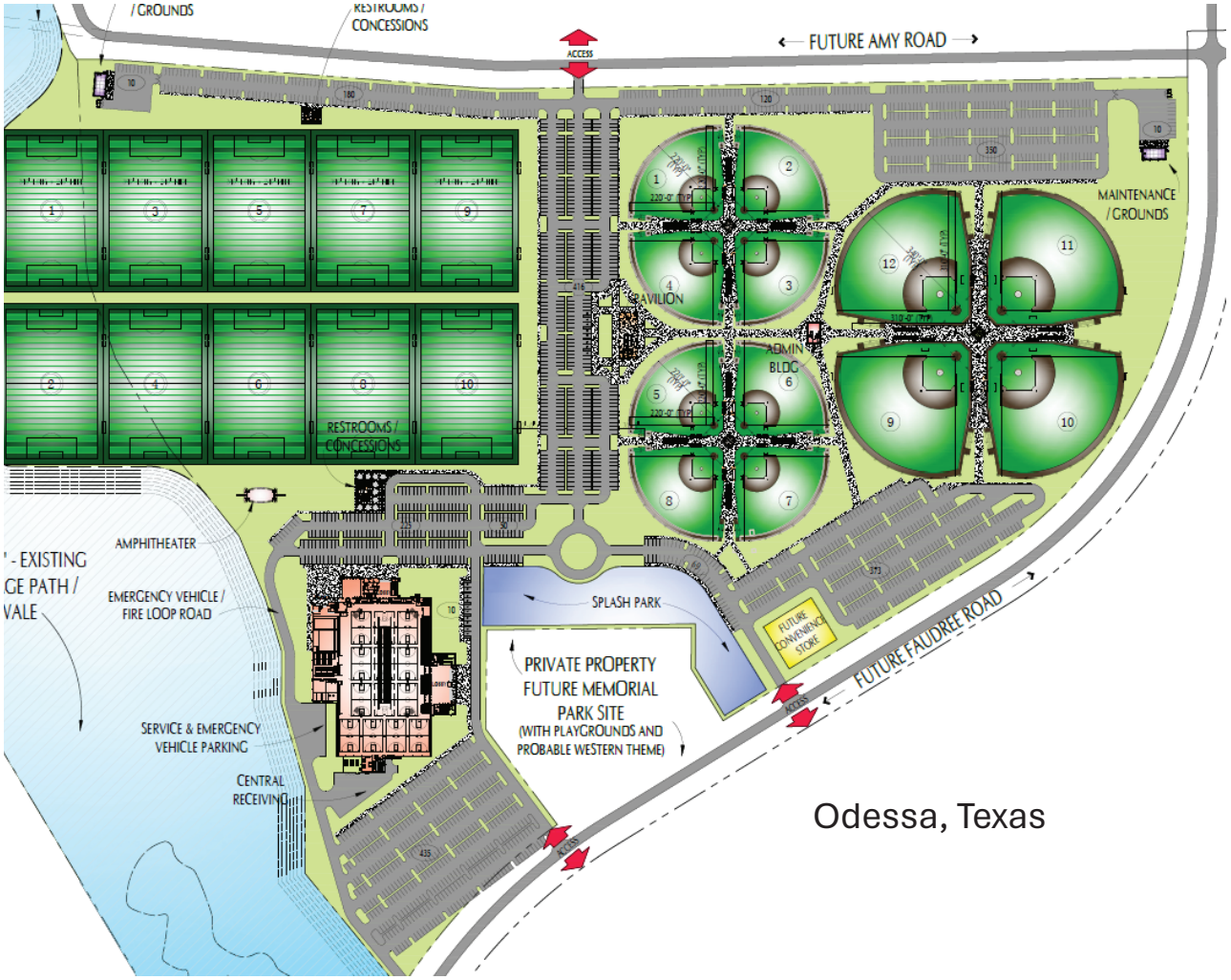
Public Private Partnership/ Municipal Lease

What is a P3 Municipality Lease?

1. The municipality and the private sector each bring value to the project
2. The City brings land, possibly some capital, possible tax incentives or economic development incentives, TDC support, etc.
3. The private side brings the balance of the capital required to fund the project along with development expertise, sports experience, vendor relationships, and operating expertise
4. Municipally-owned land is leased by the City to the private side, land is donated by a developer, or private land is acquired as part of the project cost
5. The private side then develops the project as a private project with an agreement to lease the improved facility back to the City for a pre-determined amount
6. Doesn’t use City’s bond capacity and ensures the City maintains control of the use of the facility (as Master Leaseholder)
7. The private side operates the complex

How Does A P3 Municipality Lease Work?

1. Municipality funds Feasibility Study/ Economic Impact Assessment, Financial Modeling/ Budget
2. Municipality funds pre-development architecture, engineering, site surveys, etc. (managed by Synergy). Last out of pocket cost that the City is required to pay
3. Synergy engages private funding partners. Private funding provides the capital to develop the project; up to 100% of project costs +7% for Professional Services
4. Developed as a private project utilizing local firms when possible; Allows for faster, more efficient, and more affordable development
5. Municipality leases the facility back from the private side
6. Externally operated (fee + incentive)
7. All revenues go to the municipality
8. Creates economic impact, regional spending, and supports development (visitors pay the bulk of the costs)
9. Allows for ideal mix of community use and sports tourism
10. Only recommended if the financial model supports positive cash flow (facility can support itself)



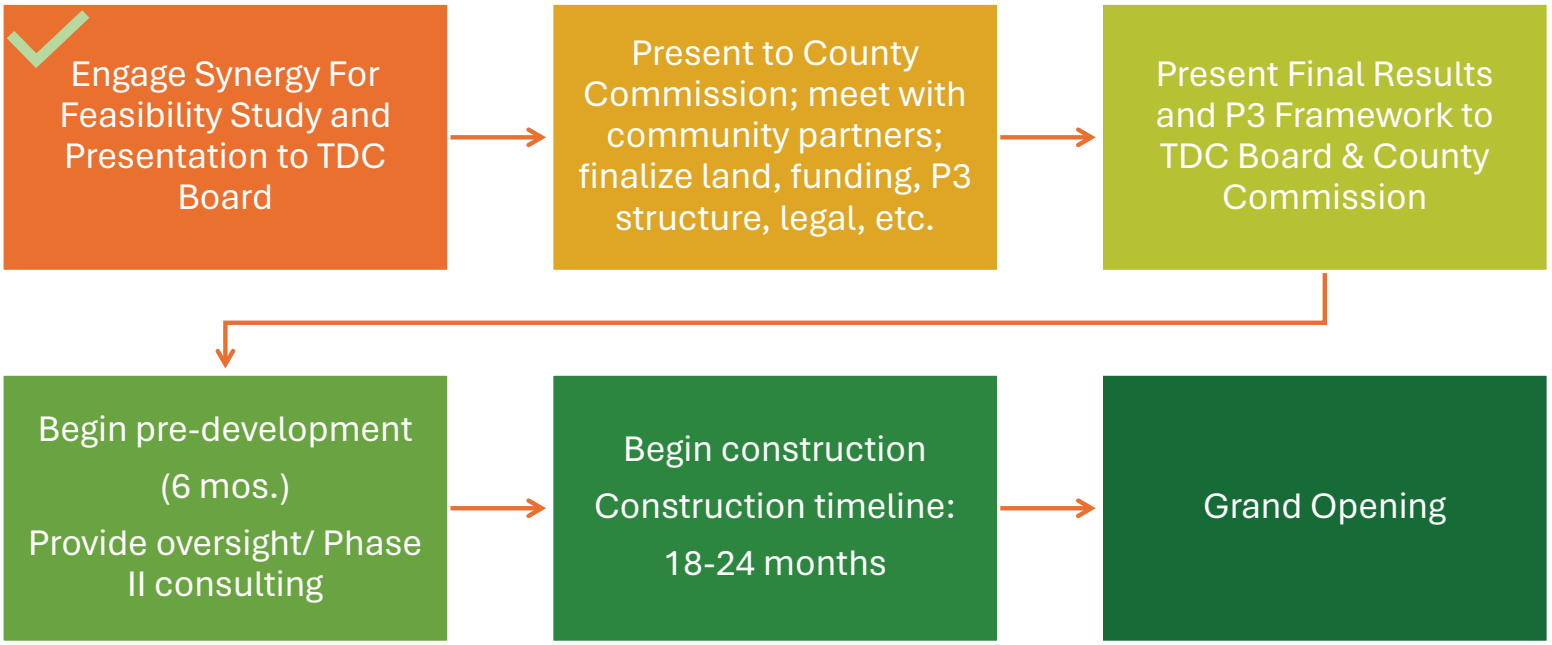
Odessa, Texas

Case Study

- 100-acre site
- 12 diamonds
- 10 flat fields
- 140,000 square foot indoor facility
  - 10 Full-size courts/ 24 volleyball courts
  - Ability to house a 200m banked, indoor competitive track
  - Leasable medical space
  - Leasable fitness space
  - 2,400 parking spots
- Community amphitheater
- Splash park
- Walking trails
- **$90M cost estimate**

- City committed land + pre-development costs ($1M)
- **Private funding/ municipal lease is providing all $90M**
- Privately operated

Development Process



Roles & Responsibilities



COUNTY COMMISSION/ TDC:

-CONTINUES TO LEAD THE PROJECT



SYNERGY & PARTNERS

(FUNDING, CM, OPERATOR):

-PROVIDE EXPERTISE & ONGOING SUPPORT



CONTRACTORS, SUB-CONTRACTORS, AND PROFESSIONAL SERVICES:

-EXECUTE THE PROJECT

FAQs

Q: What are the terms of the lease?	• A: The lease is amortized over 30 years at 5.5- 6% IRR. Typically, municipalities can pay off the lease within ~17 years
Q: Who owns the facility?	• A: The funding group would own the facility until the last lease payment is made. It's then turned over to the County
Q: How are non-appropriations handled?	• A: Non-appropriation risk is factored in. Ultimately, if the County does not appropriate funds, the funding group would take possession of the facility and operate it to secure its ROI
Q: Who operates the facility?	• A: We have several operators we work with that are well-vetted and have a proven track record. A private operator is better suited to manage the day-to-day operations, balance community use, and partner with TDC to bring in a variety of events, both sport and non-sport
Q: Who's responsible for repairs & maintenance?	• A. The operator handles all daily operations, maintenance, repairs, etc. A deferred maintenance account is established for capital improvements in the future

FAQs

Q: How do naming rights and corporate donations work?

- A: A Sports Foundation or Tourism Development will house any donations and act as an intermediary between the County and the sports complex itself

Q: Does municipal leasing impact our credit rating?

- A: No, unless funds are not appropriated. Underwriting is based on the credit rating of the municipality, its balance sheet, and the projected financial performance of the complex

BOCC Next Steps

Authorize TDC to report back to BOCC in approximately one month with the following details:

1. Detailed cost estimate
2. LOI from the developer to donate the land
3. Any legal/ FL statute issues that would need to be addressed
4. MOU from the private funding partner that outlines the terms, rate, payment amount
5. Updated financial model for operations with updated lease numbers, TDC sponsorship amount, more accurate rental and utilization rates, realistic event calendar, and potential tournaments/ events, etc.
6. Creation and presentation of a pre-development agreement (June or July approval)
7. BOCC approval to move forward with the project as outlined



Questions


SYNERGY
SPORTS
GLOBAL
Improving lives, bringing families
and communities together, through sport
wwwSynergySportsGlobal.com

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Jason Boudrie, Founder and CEO of Synergy Sports** **Leah Sauls, Development Services Development** **Casey Hartt, Lead Marketing Consultant**
SUBJECT/TITLE:	**Request for direction in continuing the Tourism Development Council's path researching the topic of outsourcing management of the Highlands County Multi-Sports Complex.**

STATEMENT OF ISSUE

Since 2020, the Highlands County Tourist Development Council (TDC) has been researching concepts for positioning Highlands County as a premier destination for Sports Tourism. Part of the recommendations made to the TDC from Sports Tourism experts is to consider outsourcing the management of the Highlands County Multi-Sports Complex to a third party.

The TDC at their regular meeting on April 25, 2024 unanimously voted to recommend continuing the path towards outsourcing the management of the Highlands County Multi-Sports Complex to a third party.

Examples of other Florida county-owned Sports Complex's that are managed by a third party include:

Publix Sports Park (Panama City Beach)
Paradise Coast Sports Complex (Naples)
Alachua County Sports & Events Center (Gainesville)
Silver Spurs Arena (Kissimmee)

The TDC Staff will be looking for direction from the Board of County Commissioners to continue researching the concept of outsourcing the management of the Highlands County Multi-Sports Complex to a third party.

RECOMMENDED ACTION

Please provide direction to Tourism staff on if the Board wishes to follow the Tourism Development Council's recommendation of instructing staff to further research the concept of outsourcing management of the Highlands County Multi-Sports Complex.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Sports Tourism History since 2020.pdf
Background Sports Complex Management.pdf

Highlands Co. Tourist Development Council's Sports Tourism Assessment & Study History
2020-2024

Step 1 in August 2020: Sports Tourism Assessment & Destination Audit

Assessed future sports tourism, venue/facilities, and event development.

The report includes a SWOT analysis, an overview and evaluation of the venue inventory in Highlands County. It includes recommendations to enhance the current sports tourism efforts of Visit Sebring and organizational development enhancements that would drive additional overnight stays and economic impact to Highlands County. Click here for full study.

Short-Term Recommendations

1. Explore created sporting event opportunities. (Action: CGT Ladies, MLGT & recruited events)
2. Add bench strength to support current staff in sports marketing and business development. (Action: Airstream Ventures added in 2021)
3. Focus on sports facility enhancement. (Action: Parking lot expansion at Istokpoga Park + State grant for Facility Evaluation in 2023)
4. Strengthen community alignment. (Action: Ongoing Stakeholder Group & Individual Meetings)

Long-Term Recommendations

1. Develop a sustainable sporting venue funding source and expand business development efforts. (Action: 3rd penny & 1% increase to 5% in 2023)
2. Collaborate to identify specific sports venue development opportunities. (Action: Sports Facility Feasibility Study in 2023)

**Text in green indicates what TDC has done since recommendations.*

Highlands County's Sports Tourism Index score in January 2020: 21.48.

Step 2 in May 2023: Sports Tourism Facility Evaluation & Recommendations (Venue Audit)

The purpose of this study was to evaluate where are biggest opportunities are with sports tourism driving facilities. And to use industry benchmarks to narrow down the

venues that Highlands County should focus on to drive sports tourism. Click here for full study.

The study concluded:

- There is a desire to grow sports tourism/recreation opportunities in Highlands County.
- The area lacks the necessary anchor facilities to drive tourism, particularly during the shoulder and off-peak seasons.
- The regional competition is fierce; there's a focus on facility investment throughout Florida mostly in larger markets.
- Many of Highlands County recreation facilities are underdeveloped or unkept, particularly for a growing community, and lack the ability to serve as tourism-driving venues.

Venue Audit Recommendations:

- **New or Enhanced Diamond Facility** – Currently, the highest scoring diamond facilities in Highlands County are the Highlands County Sports Complex and the Max Long Baseball Fields. However, even as the highest scoring and most tournament-ready facilities in the area, both fall below the national average of diamond facility scores.
- **New or Enhanced Flat Field Facility** – As with diamonds, the highest scoring flat field facility in the area are the Highlands County Sports Complex, but the complex also scores below the national average and lacks the adequate number of fields and level of amenities needed to be considered a "tournament-friendly" facility.
- **New Indoor Multipurpose/Hardwood Court Facility**
  sport focused facilities in the region are limited, lack the number of courts that event owners demand, and have local user groups that often control the event calendar and limit availability. During the venue audit, the Consultant Team did not visit any "tournament friendly" or "anchor" indoor hardwood court venues. Could also be used for indoor pickleball.
- **Waterway Enhancement** – Despite boasting numerous lakes ideal for fishing and other water/beach activities, it became apparent to the Consultant Team during the site visit and in speaking with those interviewed that the area lacked the infrastructure needed to truly take advantage of the county's water resources. While the area does host a few fishing tournaments each year, the lack of facilities and entry points limits the size of events that can be hosted. This results in potentially hundreds of thousands of dollars in lost revenue from participant and spectator lodging, dining, shopping, fueling, etc.

Highlands County's Sports Tourism Index score in May 2023: 45.60. (Up by +24.12 points)

Step 3 in November 2023: Sports Tourism Facility Feasibility Study

In August 2023, Synergy Sports Global was hired by Visit Sebring to complete a Sports Tourism Facility Feasibility Study. This study provides a market summary, programming recommendations, facility size and budget recommendations, as well as projected economic impact and visitor expectations. Highlands County would be focused on expanding the community's access to sports and recreation, as well as driving new visitor spending to the County with sports tournaments and events. Click here for full study.

Due to existing infrastructure, Synergy is recommending the development of the proposed 3-court facility at the Highlands County Fairgrounds (adding to existing Alan Jay Arena) plus the expansion of the outdoor fields at the Sports Complex. The spaces reflected in the facility program are what we believe are right sized to the regional market opportunity for sports tourism and the Project Team's definitions of success.

The proposed facility will be able to achieve the Project Team's definition of success of creating a self-sustaining business model while also maximizing the opportunity to draw non-local visitors from the region through sports tourism events.

Recommend the Project team consider a P3/ private developer funding model to reduce the total amount of municipal capital required to create a successful facility. To maximize the impact of the proposed facility and minimize the exposure of the County in which it's located, we recommend a privately developed facility with a municipality/ TDC leaseback.

STATUS: This project is currently halted. The Fair Board applied for a $4 million state grant to help fund this $7 million project. If the funds were awarded, the Fair Board would have considered where the additional $3 million will come from. The Fair Board did not receive the $4 million grant, and so the project was halted due to funding.

Step 4 Proposed in 2024: Business Plan & Financial Model for Indoor, Multi-Use Facility

In early January 2024, a developer/landowner began serious discussions with TDC staff and TDC consultants about donating a significant portion of land to the County. The donation would be connected to the TDC's ability and desire to develop a Multi-Use Facility that could be used for sports tourism. The Business Plan and renderings created could be used on any property; they would not be tied to this developer's property.

Business Plan would include:
• Creation of 5-year financial projections for operations to include Income Statement, Statement of Cash Flows, Balance Sheet, and supporting details (number and costs for programs, meets, events, etc.)

• Creation of an Economic Impact Analysis to show jobs created or supported, dollars coming into the area,
additional hotel stays, restaurant visits, etc.
• Creation of a User Impact Summary to show the number of additional visitors to the area, youth participants, etc.
based on a newly designed sports asset
• Initial Conceptual Architecture
• Conceptual Floor Plan and Site Plan including aerial views
• 3-5 Exterior Renderings
• 3-5 Interior Rendering
• Development of a digital presentation deck
• Development of a preliminary cost estimate for construction, surfacing, equipment, etc., and provide an optional
phasing plan
• Provide a summary of financing and funding options

Presentation of study results to take place during April 25, 2024 TDC meeting and June 4, 2024 Board of County Commissioners Meeting.

Background: Sports Complex Rental to Third Party

For the past few years, the Tourism Department has heard about the concept of third-party management of the Highlands County Multi-Sports Complex.

The idea of outsourcing Sports Complex management was first introduced to County leadership during a tour to Osceola County's Silver Spurs venue in 2021. It was later mentioned in 2023 by Synergy Sports during their facility assessment of Highlands County facilities as well.

As a follow up to Rep. Tuck and Commissioner Tuck's request, TDC staff had a call with a third-party operator to see how outsourcing the Sports Complex could work for Highlands County. A third-party operator would take on the daily management responsibilities of the current Sports Complex and could be engaged to manage the "SR 66" proposed sports complex if it were to come to fruition. The operator would be responsible for staffing the facility, providing ongoing maintenance, scheduling rentals and tournaments, and providing operating reports to TDC and the BOCC. The operator would be paid a fee + incentive as part of the operating expenses of the facility. Airstream Ventures would continue to secure tournaments and events, which would be held at the sports complex and potential new complex. Utilizing a third-party operator also alleviates daily operations pressure on Parks & Rec staff and allows experts in facilities management to efficiently manage the complex.

Now that the Sports Complex is getting busier and booking more events, the TDC discussed the idea of third-party management and how that could work for Highlands County's Multi-Sports Complex at their April 25 TDC meeting.

The TDC agreed they would like to further explore this idea and recommended staff taking this to the County Commission. Any company contracted for third party rental service will need to reply to a County's Request for Proposal (RFP) or Request For Qualifications (RFQ) if that is the direction the TDC and BOCC would like to pursue.

Tourism staff, along with our sports consultants, are happy to answer any questions.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Tiffany Gunn, Capital Projects Manager**

SUBJECT/TITLE: **Request to adopt Resolution 23-24-125 for Budget Amendment 23-24-115 to realign unused funds from Special Needs Shelter project to fund current under funded Capital projects and close Special Needs Shelter project # 20071.**

STATEMENT OF ISSUE

On April 16, 2024, the Board approved termination of Professional Services for Parker Mudgett Smith Architects, Inc. for the Special Needs Shelter project as the project was not sustainable. Due to the volume of underfunded Capital Projects, recommendations for the remaining $4,947,527.05 in allocated Special Needs Shelter funding is as follows: Avon Park Tax Collector # 18025 - Reallocate $400,000.00, Road and Bridge Unit II Expansion # 20077 (ARPA) - Reallocate $75,000.00, EOC Expansion # 19040 - Reallocate $1,300,000.00, Sebring Fuel Station # 21112 - Reallocate $1,050,000.00, Animal Services # 16044 - Reallocate $700,000.00, Road and Bridge Main Expansion # 22030 - Reallocate $1,422,527.05.

RECOMMENDED ACTION

Move to adopt Resolution 23-24-125 for Budget Amendment 23-24-115 to realign unused funds from Special Needs Shelter project to fund current under funded Capital projects and close Special Needs Shelter project # 20071.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) in the amount of $3,572,527.05 which is being transferred to Fund 151 (Infrastructure Surtax) resulting in an increase in the same amount of $3,572,527.05 which is being allocated between several projects as detailed above. In addition, $1,489,930.00 is being reallocated within projects in Fund 005 with a net fiscal impact of $0.00 and $500,163.72 is being reallocated within projects in Fund 151 with a net fiscal impact of $0.00.

Attachments: 23-24-115 Special Needs Shelter Funds Reallocation (BA).pdf
23-24-115R Special Needs Shelter Funds Reallocation (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
May 29, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **5/16/2024** SUBMITTED BY: **Tiffany Gunn**

FUND(S): **005 / 151** FUND TITLE(S): **General Fund / Infrastructure** COST CENTER(S) #: **2672A, 4102A,3996,5106A**

PROJECT **See List** PROJECT TITLE(S): **See List** COST CENTER TITLE(S): **See List**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Forward	17035	470,163.72		470,163.72	0.00
E	151	2672A	56200Z	Project Buildings	17035	483,938.72		470,163.72	13,775.00
R	151		3999100Z	Project Fund Balance Forward	18025	212,491.73	470,163.72		682,655.45
E	151	2672A	56200Z	Project Buildings	18025	226,636.73	470,163.72		696,800.45
R	151		399100Z	Project Fund Balance Forward	22013	30,000.00		30,000.00	0.00
E	151	2672A	56200Z	Project Buildings	22013	30,000.00		30,000.00	0.00
R	151		399100Z	Project Fund Balance Forward	18025	682,655.45	30,000.00		712,655.45
E	151	2672A	56200Z	Project Buildings	18025	696,800.45	30,000.00		726,800.45

REASON: **To reallacote funds from Special Needs to Avon Park Tax Colletor, Unit Ii Expansion, EOC Expansion, Sebring Fuel Site, Animal Services, Road and Bridge Expansion and to reallocate funds from Lake Placid/Sebring Tax Collector to Avon Park, Road and Bridge Emergency Storage to Unit II.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-115**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-XXX

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	20076	182,144.63		112,930.00	69,214.63
E	005	3996	56200Z	Project Buildings	20076	184,070.27		112,930.00	71,140.27
R	005		3999100Z	Project Fund Balance Forward	20077	256,822.51	112,930.00		369,752.51
E	005	3996	56200Z	Project Buildings	20077	273,822.51	112,930.00		386,752.51
R	005		3999110Z	Project Encumb Forward	20071	509,947.00		457,667.00	52,280.00
R	005		3999100Z	Project Fund Balance Forward	20071	4,489,860.05	457,667.00		4,947,527.05
R	005		3999100Z	Project Fund Balance Forward	20071	4,947,527.05		1,375,000.00	3,572,527.05
E	005	3991	53100Z	Project Professional Svc	20071	100,000.00		100,000.00	-
E	005	3991	54900Z	Project Other Chg & Oblig	20071	807.05		807.05	-
E	005	3991	56100Z	Project Land	20071	250,000.00		250,000.00	-
E	005	3991	56200Z	Project Buildings	20071	4,649,000.00		4,596,720.00	52,280.00
E	005	3991	59010Z	Project Transfers Out	20071	-	3,572,527.05		3,572,527.05
R	005		3999100Z	Project Fund Balance Forward	20077	369,752.51	75,000.00		444,752.51
E	005	3996	56200Z	Project Buildings	20077	386,752.51	75,000.00		461,752.51
R	005		3999100Z	Project Fund Balance Forward	19040	2,570,614.86	1,300,000.00		3,870,614.86
E	005	3996	56200Z	Project Buildings	19040	2,681,234.18	1,300,000.00		3,981,234.18

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-115

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3810000Z	Project Interfund Transfer	18025	-	400,000.00		400,000.00
E	151	2672A	56200Z	Project Buildings	18025	726,800.45	400,000.00		1,126,800.45
R	151		3810000Z	Project Interfund Transfer	21112	-	1,050,000.00		1,050,000.00
E	151	4102A	56200Z	Project Improvements	21112	1,303,729.56	1,050,000.00		2,353,729.56
R	151		3810000Z	Project Interfund Transfer	16044	-	700,000.00		700,000.00
E	151	5106A	56200Z	Project Buildings	16044	1,031,863.92	700,000.00		1,731,863.92
R	151		3810000Z	Project Interfund Transfer	22030	-	1,422,527.05		1,422,527.05
E	151	4102A	56200Z	Project Buildings	22030	941,926.80	1,422,527.05		2,364,453.85
									-
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									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-XXX

FUND(S)	FUND TITLE(S)
151	Infrastructure
005	General Fund

COST CTR(S)	COST CENTER TITLE(S)
2672A	Facilities Management 151
3996	Emergency / Disaster Relief
4102A	Transportation Projects
5106A	Animal Control 151
3991	Local Emgy Mgt Agency

FND	CST CTR	PROJ #	PROJECT TITLE
151	2672A	17035	Sebring Tax Collector Office Remodel
151	2672A	18025	AP Tax Collector's Office Remodel
151	2672A	22013	TC LP Office Improvements
005	3996	20076	Emergency Storage Facility (ARPA)
005	3996	20077	R&B Bldg Expansion (ARPA)
005	3991	20071	Hurrican Shelter/Civic Ctr
005	3996	19040	EOC Bldg Remodel (ARPA)
151	4102A	21112	New Sebring Fuel Station
151	5106A	16044	Animal Control Building
151	4102A	22030	R&B Main Bldg Expansion

Form Revised 08/05/2020

RESOLUTION NO. 23-24-125

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-115 TO THE GENERAL AND INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-115 is hereby approved and authorized to reallocate Special Needs Shelter allocated project dollars to Avon Park Tax Collector Project, Unit II Expansion Project, Sebring Fuel Station Project, EOC Expansion Project, Animal Services Project, EOC Expansion Project as well reallocate funds within Sebring Tax Collector and Lake Placid Tax Collector Project to Avon Park Tax Collector Project, Warehouse Emergency Storage to Unit II Expansion in the net amount of $0.00.

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the budget amendment approved hereby, as well as any and all matters

relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 4th day of June, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kevin J. Roberts, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

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

SUBJECT/TITLE: **County Attorney Status Report.**

STATEMENT OF ISSUE

Attached is a copy of the pending items on the County Attorney File Log as of May 22, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
1	Hospital sale issues	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Procedure/Policies on vacation of a right of way, roadway, easement, or a portion thereof, owned by the County.	
N/A	Various Assessment Resolutions for FY 23-24	
N/A	Update of all County policies which are not codified in a manual	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER: **Laurie Hurner, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report.**

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:	**Laurie Hurner, County Administrator.**
SUBJECT/TITLE:	**Letter of support for South Florida State College Cultural Programs' grant application from the Florida Division of Arts and Culture. Upon legal review, the letter was sent to Laurie for Signature.**

STATEMENT OF ISSUE

A letter of support was requested from South Florida State College Cultural Programs, for a grant application from the Florida Division of Arts and Culture. After legal review and approval, the letter was sent to Laurie for signature.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: BCC LOS SFSC Arts..pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Commission Office
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

May 15, 2024

Florida Department of State
Division of Arts and Culture
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Dear State Arts Grant Panelists:

On behalf of the Highlands County Board of County Commissioners, I am pleased to provide this letter of support of the South Florida State College (SFSC) Performing Arts and Culture Department's pursuit of a State Arts grant. The SFSC's Performing Arts and Culture program is well-respected for its outstanding caliber of artists and performances, top-notch staff, and state-of-the-art venues. The program is vital to Highlands County and the County proudly recognizes the program's high level of artistry, professionalism, and community enrichment.

The SFSC Performing Arts and Culture program helps drive tourists to our rural communities. These visitors stay in local hotels, campgrounds, and RV parks, and boost our local economy. In addition, the program helps to improve our community's image and pride. Many major businesses, such as AdventHealth, point to the program as a positive recruitment attraction.

It is my understanding that the total economic impact of the SFSC Performing Arts and Culture Program for the 2023-2024 season was $2.01 million, which contributed $90,259.00 to local government revenue and $102,347.00 to state government revenue. I applaud the SFSC Performing Arts and Culture Department for its commitment to the arts and to Highlands County's three largest communities of Avon Park, Sebring, and Lake Placid.

Sincerely,

Laurie Hurner
County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: June 4, 2024

PRESENTER:

SUBJECT/TITLE: Board payables from June 4, 2024, through June 17, 2024

Attachments: