

THIS LICENSE AGREEMENT MADE THIS ____ DAY OF ____ IN THE YEAR _____

BETWEEN:

HERNANDO COUNTY

(Hereinafter called the "THE COUNTY")

- And -

CREATIVE OUTDOOR ADVERTISING OF AMERICA

INC.

(Hereinafter called "COA")

WHEREAS COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

AND WHEREAS COA has asked HERNANDO COUNTY for the privilege of placing such street amenities on untraveled portions of public highways within the jurisdiction of HERNANDO COUNTY.

NOW THEREFORE IN CONSIDERATION OF the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

DEFINITIONS

1. For the purposes of this Agreement,

- 1.1. **"Street Furniture"** means the actual piece of functioning street furniture placed by COA within the City right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
- 1.2. **"Amenities"** means: Units installed by COA, with or without advertising faces, that are modular or individual, that incorporate, or are Seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon), advertising faces, a mounting pad for each Amenity, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the three feet

surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a third party. The parties agree that the style and design of the Amenities provided are to be approved by the COUNTY ADMINISTRATOR.

1.3. "COUNTY" and "COUNTY (s)" means the incorporated entity known as HERNANDO COUNTY.

1.4. "COUNTY ADMINISTRATOR" means the HERNANDO COUNTY ADMINISTRATOR or their designee.

TERM

1.5. The term of this Agreement shall be five (5) years commencing June 11, 2024 and ending June 10, 2029 (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

1.6. This Agreement may be renewed, by mutual agreement, for one (1) additional five (5) year period up to a cumulative total of ten (10) years. The COUNTY will notify COA, in writing, no later than thirty (30) days prior to expiration of the Agreement of its desire to renew.

1.7. Providing that COA has met all of the contractual obligations hereinafter contained, COA will continue to provide its services as outlined in this Agreement for successive 12-month terms at the end of the cumulative term of the contract, each 12-month term being an "extension" of the Agreement.

1.8. The COUNTY ADMINISTRATOR must provide COA with written notice of its intent NOT to extend this Agreement pursuant to clause 1.7 under the same terms and conditions, at least one (1) year before the expiry of this Agreement. If said notice is not provided in writing, an extension pursuant to clause 1.7 will automatically take effect.

1.9. Thereafter, continuing successive extensions shall take effect until such time as notice is issued. Any extension may be terminated in accordance with clauses 33-35 herein.

INSTALLATIONS & MAINTENANCE

2. All benches installed by COA will be installed in accordance with sections 302.1, 303.1, 303.2, 303.3, 303.4, 305.2, 305.3 and 903.5 of the Americans with Disabilities ACT (ADA).

3. COA shall install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA shall install, at the COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the Amenity.

3.1. COA is responsible for and owns the concrete pads. If, however, the COUNTY chooses to pour a pad, it owns such pad, and it shall be responsible for maintaining that pad.

3.2. If the COUNTY requires construction to occur at a location where COA has installed a mounting pad, the COUNTY will be responsible for replacing the mounting pad. This will be at the expense of the COUNTY.

4. COA agrees during the construction or installation of an Amenity to keep the location in a clean and orderly

condition and remove all waste and unusable material from the location upon completion of the construction or installation of the Amenity or as required by the COUNTY ADMINISTRATOR.

5. COA shall be solely responsible for obtaining all authorizations and the like before any Amenity is installed and for any work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the COUNTY.
6. The COUNTY agrees to permit COA to install amenities on untraveled portions of public highways within the jurisdiction of HERNANDO COUNTY:
 - 6.1. COA shall install Amenities at locations that are agreed upon by COA and approved by the COUNTY Manager.
 - 6.2. Amenities will be placed at locations within the COUNTY as mutually determined by the COUNTY Manager and COA. Both the COUNTY ADMINISTRATOR and COA may request sites anywhere in the COUNTY, but final approval of all sites rests with the COUNTY ADMINISTRATOR.
 - 6.3. Amenities cannot be placed within the traffic sight triangle.
7. Amenities must not interfere with the pedestrian right of way.
8. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those Amenities as follows:
 - 8.1. to keep the grass trimmed,
 - 8.2. to keep the area free of debris,
 - 8.3. to keep the Amenities clean and free of graffiti, and
 - 8.4. to inspect Amenities for damage during regular maintenance and arrange for timely repair.
 - 8.5. COA shall provide normal maintenance to the Amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, COA has the right to remove the Amenity or the COUNTY and COA may reach a mutually agreeable alternative solution.
 - 8.6. COA is NOT responsible for the removal of any hazardous materials, including biohazardous materials such as bodily fluids. The COUNTY will be solely responsible for arranging for the removal of any and all hazardous and biohazardous materials from COA Amenities.
9. COA shall continuously maintain all Amenities and keep them free from damage and to protect the property of the COUNTY from injury or loss.
10. The COUNTY shall enforce applicable bylaws and ordinances regarding the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.

11. COA shall empty, remove, and dispose of waste and recyclable material from the waste receptacles.
 - 11.1. The COUNTY will be responsible for the tipping fees at the disposal site(s).
12. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the public's convenience. COA shall ensure that the Amenities do not obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the COUNTY ADMINISTRATOR, although COA has the right to refuse to install at any location. The COUNTY will permit benches to be placed at up to a 30-degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to the public.
13. COA shall comply with all requirements of the COUNTY regarding parking and street occupancy during all installations and maintenance of Amenities.
14. COA will not service the Amenities during special events, road closures and other unforeseeable occurrences. The COUNTY must supplement our collection of trash with the COUNTY's own roadside activities.
15. Maintenance information going back as far as 12 months from the current date will be available to the COUNTY via COA's municipal website portal. Login credentials to the municipal portal website shall be provided to the COUNTY by COA.

EMERGENCY REPAIR - MAINTENANCE

16. The COUNTY may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
17. The COUNTY may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the COUNTY ADMINISTRATOR's sole opinion, the condition presents a serious danger to the public. In such an event, COA shall, as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the COUNTY ADMINISTRATOR.

REMOVAL AND RELOCATION

18. COA acknowledges and agrees that the COUNTY shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of the COUNTY. COA shall remove or relocate any such Amenity within 48 hours of the COUNTY giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the COUNTY ADMINISTRATOR. Such removal, relocation and restoration shall be at no expense to the COUNTY and all such costs associated therewith shall be borne and paid by COA. If COA fails to remove or relocate such Amenity within 48 hours or fails to restore the site as required, the COUNTY may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the COUNTY all costs

incurred by the COUNTY for such work.

19. If an Amenity is vandalized or otherwise incurs excessive damage, COA has the right to remove and relocate the Amenity to a location mutually agreed upon by both parties. If either the COUNTY or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that Amenity and COA shall relocate the Amenity within two (2) business days.

19.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the Amenity. The COUNTY has the option to purchase the Amenity from COA to keep the existing Amenity in place. If the County purchases an Amenity, and if COA places paid sponsorship on the Amenity purchased by the County, COA will share an annual revenue payment with the County pursuant to the revenue terms.

TRANSIT SHELTER PROXIMITY

20. COA may provide Amenities at sites where advertising transit shelters exist providing that the terms are adhered to by COA and that the COUNTY ADMINISTRATOR has approved such sites under the same approval criteria as all other sites.

20.1. The COUNTY ADMINISTRATOR will approve/decline any site requested by COA within 30 days of receiving such request. In the event that the COUNTY ADMINISTRATOR has not responded to a request within 30 days, COA shall have the right to commence installation without penalty provided that the COUNTY has not requested an extension. Such requests/communications shall be delivered to the intended parties per clause 36.

OTHER ADVERTISING PRODUCTS

21. The COUNTY ADMINISTRATOR will not allow the placement of any other advertising products at locations generally understood to be transit stops within the jurisdiction of the COUNTY that interferes with the visibility or effectiveness of COA products.

21.1. The COUNTY ADMINISTRATOR will not allow the placement of any other advertising products or Amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include but are not limited to recycling containers or newspaper receptacles with third party advertising within the jurisdiction of THE COUNTY (generally understood to be transit stops).

REVENUE, ACCOUNTING & AUDIT

22. COA shall pay to the COUNTY:

For the duration of this agreement,

22.1. \$4.17 per bench and per shelter per month and 10% of net advertising sales generated through the installed benches and shelters.

23. COA shall pay installments (1/12) to THE COUNTY for each installed Advertising Amenity at the rate set out in

clause 22.1 each and every month commencing on the first month of this Agreement. This payment will be due within 90 days following the completion of the month the payment relates to.

24. By April 30 of each year, COA shall, if requested by the COUNTY, provide the COUNTY with financial statements satisfactory to the COUNTY ADMINISTRATOR showing the revenues received or receivable for all advertising Amenities for the previous calendar year.
25. The COUNTY or anyone designated by the COUNTY in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the advertising revenues associated with Amenities installed under this agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by THE COUNTY.

MAINTENANCE OF RECORDS

26. COA will keep adequate records and supporting documents applicable to this Agreement. Said records and documentation will be retained by COA for a minimum of three (3) years from the date of final payment on this Agreement. The COUNTY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the COUNTY deems necessary during the period of this Agreement and a period of three (3) years after termination; provided however, such activity shall be conducted only during normal business hours. During the period of time defined by the preceding sentence, the COUNTY has the right to obtain a copy of and otherwise inspect any audit made at the direction of CAO concerning the aforesaid records and documentation.

EXCLUSIVITY

27. COA shall have the exclusive right to supply advertising on the advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

REGULATION OF ADVERTISING COPY/STANDARDS

28. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination., and all advertising copy and design must comply with advertising standards, codes and guidelines including but not limited to the FTC Advertising Guidelines. Advertisements shall not:

- 28.1. contain inaccurate or deceptive claims or statements;
- 28.2. present products prohibited from sale to minors in such a way as to appeal particularly to persons under legal age;
- 28.3. present demeaning or derogatory portrayals of individuals or groups;

- 28.4. take a stand on controversial societal issues;
 - 28.5. promote political candidates, or political campaign platforms or political issues;
 - 28.6. promote alcoholic beverages, illegal drugs, firearms, gambling, or tobacco products;
 - 28.7. promote adult oriented businesses, bars, and other establishments whose primary business involves the sale or consumption of alcoholic beverages
 - 28.8. exploit violence or sexuality;
 - 28.9. interfere with the operation of equipment of the provision of programs and services; and
 - 28.10. violate or conflict with any existing COUNTY policies or any new policies which may be adopted.
29. COA shall remove any advertising that is deemed by the COUNTY ADMINISTRATOR in their sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of the COUNTY giving COA notice, failing which the COUNTY may remove such a panel at the sole expense of COA.

PROVISION OF PROMOTION AMENITIES & TERMS

30. COA shall make accessible to the COUNTY (upon 30 days written notice), 10% of the unsold, available Amenities of the COUNTY under this Agreement during any month for use by the COUNTY (or their agencies) free of charge for public service messages or advertising for municipal purposes. The COUNTY will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install the COUNTY messaging on the 15th of the month following the date of receipt of a final copy of the COUNTY messaging. COA will install all COUNTY promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of COUNTY messaging.

OWNERSHIP

31. COA shall provide Amenities (where space requirements permit) and retain full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.
32. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

TERMINATION FOR JUST-CAUSE/REMEDY

33. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the COUNTY ADMINISTRATOR may, after having given written notice to COA of such default and which default was not corrected to the satisfaction of the COUNTY ADMINISTRATOR within 30

days of the notice being given, terminate this Agreement by giving 90 days' notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice. Upon such notice having been delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the COUNTY ADMINISTRATOR.

34. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, the COUNTY may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to the COUNTY all reasonable costs incurred by the COUNTY for such work.
35. Either party may terminate this Agreement for convenience at any time and for any reason. The terminating party shall give the other party a minimum of 60 days' notice in advance of the date of termination for convenience. Upon such termination for convenience, COA shall abide by clause 34 above. The terms of this Agreement shall remain in effect until the date of termination, after which the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement.

NOTICE

36. The parties hereto further agree that all notices, demands and requests in writing must be sent by ordinary prepaid mail or by email to:

To:	Hernando County
Name / Title:	Darlene Lollie, Hernando County Transit Administrator
Address:	1525 East Jefferson Street
	Brooksville, FL 34601
Email	dlollie@co.hernando.fl.us

COA:	Creative Outdoor Advertising
	Municipal Affairs
	8875 Hidden River Parkway, Suite 300
	Tampa, Florida 33637
	Email: Municipal@CreativeOutdoor.com

37. Service by mail shall be deemed effective the 3rd business day after mailing and service by email shall be deemed upon sending by email. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

ACTS OF GOD

38. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but

not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

INSOLVENCY

39. Should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the COUNTY, without prejudice to its other lawful rights and remedies, may forthwith terminate this Agreement by written notice and any time requirements for notice in this Agreement shall be waived.

ASSIGNMENT

40. COA may not assign their rights or obligations under this Agreement or portions thereof without the written approval of the COUNTY which shall not be unreasonably withheld.

INDEMNITY

41. Notwithstanding anything else contained in this Agreement and except as provided expressly below in clauses 42-44, COA will not be liable or obligated to the COUNTY or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this Agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA aggregate liability in connection with or arising, directly or indirectly, out of or from this Agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to the COUNTY pursuant to this Agreement as of the date of any claim made against COA by the COUNTY hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to the COUNTY by COA (or provided to the COUNTY by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to the COUNTY of its obligations under this agreement.
42. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and shall hold the COUNTY harmless and indemnified for all such damages and claims for damage; and in the event of COA's failure, neglect or omission to observe and perform faithfully and strictly all the provisions of this Agreement, the COUNTY may, 30 days after having given written notice to COA of such

failure, neglect or omission, take such steps, procure such material, items, trucks and workers and do such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs to COA and may recover such costs from COA in any court of competent jurisdiction as a debt due and owing by COA to the COUNTY .

43. COA shall, from time to time and at all times hereafter, defend and keep harmless and fully indemnify the COUNTY and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon the COUNTY, their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by the COUNTY, their officers, servants by reason of, or on account of or in consequence of the execution and performance of this Agreement, or the non-execution or imperfect execution of this Agreement or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public highways hereby granted.
44. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless the COUNTY from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by the COUNTY .

INSURANCE

45. COA shall procure and maintain for the duration of this Agreement, liability insurance for each Amenity installed, and shall ensure the COUNTY is a named insured thereon, which coverage shall be equal to or in excess of the following minimum requirements, and COA shall file with the COUNTY and a copy of the certificate of liability insurance evidencing such requirements. The liability insurance policy shall:
 - 45.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of the COUNTY based on reasonable grounds acceptable to COA;
 - 45.2. Be comprehensive liability insurance covering all operations and liability assumed under this Agreement;
 - 45.3. Not contain any exclusions or limitations for shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
 - 45.4. Contain a cross-liability clause;
46. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and the COUNTY) under the policies.

AGREEMENT DEFINITION

47. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
48. This Agreement shall be subject to and interpreted in accordance with the State of Florida.
49. Clauses 41 to 44 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
50. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
51. The parties agree and expressly confirm that the COUNTY has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the COUNTY in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the COUNTY or ANY agency on behalf of the COUNTY levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the COUNTY shall be responsible for the payment of such taxes.
52. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on COUNTY property.
53. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
54. The insertion of headings is for convenience of reference only and shall not be construed to affect the interpretation or construction of this Agreement.
55. All contracts, whether of employment or otherwise, entered into by the COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a third party, shall be made by the COA as principal and not as agent of the COUNTY and the COUNTY shall have no liability thereon.
56. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
57. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated this _____ day of _____, _____

HERNANDO COUNTY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: Melissa Tartaglia
County Attorney's Office

Dated this 31 day of May, 2024

CREATIVE OUTDOOR ADVERTISING



Name: Liz Gayford

Title: CEO

I have the authority to bind the corporation

Appendix A – Forms

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from www.gsa.gov/forms-library/disclosure-lobbying-activities)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Company/Firm: Creative Outdoor Advertising of America Inc

By:  Date: 2024-04-19
Authorized Signature

Title: Director of Municipal Relations

STATEMENT OF GOOD FAITH EFFORTS

The Bidder shall demonstrate the good faith efforts made to meet the DBE goals established as long as all of the requested information is included. Failure to include all requested information shall result in the bid being determined as nonresponsive to the DBE requirements.

The following list is not intended to be exclusive or exhaustive and the Owner will look not only at the different kinds of efforts the bidder has made, but also the quality, quantity, intensity and timeliness of those efforts. It is the responsibility of the bidder to exercise good faith efforts. Any act or omission by the Owner shall not relieve the bidder of this responsibility.

Criteria listed below are excerpted from Appendix A of 49 CFR 26, as amended. A response is required to address each cited paragraph. Additional pages may be added as necessary.

1. Whether the Bidder attended the Pre-Bid conference, if held:

Attended _____ Not Attended _____ Not Held X

2. Whether and when the bidder provided written notice to all certified DBE's that perform the type of work to be subcontracted and advising the DBE's of the specific work the bidder intends to subcontract; that their interest in the contract is being solicited; and how to obtain information for the review and inspection of contract plans and specifications.

All letters from bidders to prospective DBE subcontractors must be post marked or fax recorded a minimum of 12 calendar days prior to bid opening.

3. Provide complete list of all DBE's solicited.

DBE SUBCONTRACTOR	DBE TYPE ¹	TYPE OF WORK
N/A		

4. Provide complete list of all DBE's who submitted bids which were not the low responsive bids.

DBE SUBCONTRACTOR	DBE TYPE ¹	TYPE OF WORK
N/A		

Note: 1 – Note: Women, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, Other (Specify)

John Apostolopoulos
Name of Authorized Individual

Apostolopoulos
Authorized Signature

2024-04-19
Date

Disadvantaged Business Enterprise (DBE) Affirmation Statement

Prime Contractor/Prime Consultant: Creative Outdoor Advertising of America Inc

Telephone Number: 1-800-661-6088 ext 307

Address: 8875 Hdden River Parkway, Suite 300, Tampa, Florida 33637

I hereby certify that the above stated contractor/consultant is a (select one):

☐ DBE

☒ Non-DBE

Subcontractor Services List

Please list all subcontractors for services:

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• CompanyName: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

• Company Name: _____

Telephone Number: _____

Address: _____

The above company named is a (select one):

☐ DBE

☐ Non-DBE

Convicted or Discriminatory Vendor List Statement

Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on the contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Company/Firm: Creative Outdoor Advertising of America Inc

By: *Apostolopoulos* Date: 2024-04-19
Authorized Signature

Title: Director of Municipal Relations

Instructions for Certification

1. Certifies the company/firm are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the federal department or agency;
2. have not within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicated or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in this document; and
4. have not within five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the above is unable to certify to any of the statements in this certification, then the company/firm shall attach an explanation to this agreement.