Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

August 21, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

COMMISSIONERS

District I Timothy E. Wells
District II Noey A. Flores
District III E. Donald Chancey, Jr.
District IV Russell A. Melendy
District V Kenneth A. Miller

County Manager Terry Atchley
Clerk Victoria L. Rogers
County Attorney Sarah Johnston
Assistant County Manager Doug Baber
Assistant County Manager Christopher Simpron
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford
Deputy Clerk Laura Barker
Deputy Clerk Jessica Santibanez

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

Invocation provided by Pastor Mitch Landress, Northside Baptist Church

2. CALL TO ORDER

3. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

4. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of November 19, 2024, at 8:30 a.m.
BCC Regular Meeting Minutes of December 12, 2024, at 9:00 a.m.
BCC Regular Meeting Minutes of January 16, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of January 28, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of February 6, 2025, at 8:30 a.m.
BCC Budget Workshop Minutes of July 15, 2025, at 8:30 a.m.

- Motion to approve the minutes as presented.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Lane Schneider, Emergency Management Director** - National Preparedness Month

- Motion to approve the Proclamation declaring September 2025 as National Preparedness Month in Hardee County.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve Resolution 2024-71, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Rapid Response Medical Transportation, LLC to provide non-emergency transportation services for interfacility transfers; providing for authorization, severability and for an effective date.

B. - Motion to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control grant for FY2025-26, in the amount of $69,587.50, authorizing matching funds in an amount not to exceed $9,546.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

C. - Motion to approve the updated Hardee County State Housing Initiatives Program (SHIP) Contractor List as submitted.

D. - Motion to approve the renewal agreement between the County and the City of Bowling Green for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

E. - Motion to approve the renewal agreement between the County and the Town of Zolfo Springs for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

F. - Motion to approve the fixed asset transfer as presented.

8. PRESENTATIONS

A. **Kathy Crawford, Property Appraiser -** 2025 Tax Roll Overview

9. APPOINTMENTS

A. **Mark Lander, Deputy Secretary for County Health Systems -** Department of Health Appointment

- Motion concurring the appointment of Aaron Kissler as Administrator of the Department of Health in Hardee County.

10. BUSINESS AGENDA - Quasi-Judicial Items:

11. BUSINESS AGENDA - Ordinances:

A. **Diane Moore, Budget Manager -** Ordinance 2025-03 - 5th Cent Local Option Tax

- Motion to approve the first reading of Ordinance 2025-03, An ordinance imposing a five (5) cent local optional fuel tax upon every net gallon of motor fuel sold in Hardee County and taxed under the provisions of Section 206.41 and Section 336.025(1)(b), Florida Statues; providing that the imposition shall be effective for a period of ten (10) years, beginning January 1, 2026; providing distribution, pursuant to the applicable interlocal agreement between Hardee County and municipalities located therein representing a majority of the

incorporated area population within the county; providing for severability; and providing for an effective date.

12. BUSINESS AGENDA - Action Items:

A. **Alisa Lee, Tax Collector & Kathy Crawford, Property Appraiser -** Resolution 2025-69 - 2025 Tax Roll Extension

- Motion to approve Resolution 2025-69, A Resolution of Hardee County, Florida, providing for the extension of the 2025 tax roll pursuant to Sections 197.323 and 193.122, Florida Statues; and providing for an effective date.

B. **Lorie Ayers, General Services Director -** Law Enforcement Salary Assistance (LESA) Grant Award

- Motion to approve the submission and acceptance of the Florida Department of Law Enforcement, Law Enforcement Salary Assistance grant award for Hardee County Sheriff's Office in an amount not to exceed $513,744; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

C. **Lorie Ayers, General Services Director -** Central Florida Behavioral Health Network, Inc. Fiscal Year 2025/26 Funding

- Motion to approve the agreement the County and the Central Florida Behavioral Health Network, Inc. for Florida Opioid Settlement Funding in an amount not to exceed $59,747; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

D. **Christopher Simpron, Assistant County Manager -** Resolution 2025-68 - Awarding ITB 25-013 to EO Koch Construction

- Motion to approve Resolution 2025-68, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of invitation to bid (ITB) number 25-013 for the construction of Center Hill Bridge with FPID # 443374-2-54-01; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder E.O. Koch Construction in an estimated amount of $1,467,320.80; providing for authorization; and providing for an effective date.

E. **Christopher Simpron, Assistant County Manager -** Resolution 2025-70, Increase ITB 25-008 to Include Bid Alternatives

- Motion to approve Resolution 2025-70, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the increase of the construction agreement amount for the repairs of Hardee County Bridges damaged by Hurricane Ian (Invitation To Bid 25-008); awarded to the lowest responsive and responsible bidder Cobb Site Development, Inc. in an estimated about of $550,493.11 including the cost of the bid alternatives in addition to the base bid work items; providing for authorization and providing for an effective date.

F. Resolution 2025-67 - IDA Membership Structure

- Motion to approve Resolution 2025-67, A Resolution of the Board of County Commissioners of Hardee County, Florida increasing members of the Hardee County Industrial Development Authority to provide for ex-officio and appointed members; providing for appointment and composition of members; providing for authorization; and providing for an effective date.

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

A. First Amendment to County Manager's Employment Agreement

- Motion to approve the first amendment to the County Manager's employment agreement as presented.

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- August 26, 2025 - EDA Meeting at 8:30 a.m.
- September 1, 2025 - County Offices Closed in Observance of Labor Day
- September 4, 2025 - BOCC Meeting at 8:30 a.m.
- September 9, 2025 - First Budget Hearing at 5:05 p.m.
- September 23, 2025 - Final Budget Hearing at 5:05 p.m.
- September 25, 2025 - BOCC Meeting at 8:30 a.m.

17. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: August 21, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Minutes for Approval

AGENDA SECTION: **MINUTES FOR APPROVAL**

SUBJECT:

BCC Regular Meeting Minutes of November 19, 2024, at 8:30 a.m.
BCC Regular Meeting Minutes of December 12, 2024, at 9:00 a.m.
BCC Regular Meeting Minutes of January 16, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of January 28, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of February 6, 2025, at 8:30 a.m.
BCC Budget Workshop Minutes of July 15, 2025, at 8:30 a.m.

SUGGESTED ACTION:

- Motion to approve the minutes as presented.

ATTACHMENTS:

2024-11-19 Minutes BCC RM.pdf
2024-12-12 Minutes BCC RM.pdf
2025-01-16 Minutes BCC RM.pdf
2025-01-28 Minutes BCC WKS.pdf
2025-02-06 Minutes BCC WKS.pdf
2025-07-15 Minutes BCC BWKS.pdf

MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

November 19, 2024, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET, ROOM 102,
WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. SWEARING-IN CEREMONY

Honorable County Judge, David N. Horton, administered the Oath of Office for Commissioner Timothy E. Wells, District I, Commissioner E. Donald Chancey, District III, and Commissioner Kenneth A. Miller, District V.

3. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Commissioner	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Vice-Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Present	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager/Budget & Finance Director	Present	
Christopher Simpron	Assistant County Manager/Public Works Director	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Jessica Santibanez	Deputy Clerk	Present	
Laura Barker	Deputy Clerk	Present	

Vice-Chair Melendy called the meeting to order at 8:38 a.m.

4. ELECTION OF OFFICERS

A. Clerk of the Circuit Court & Comptroller, Victoria L. Rogers, assumed the Chair for the election of the Chair and Vice-Chair:

Clerk Rogers opened the floor to accept nominations for Board Chair and noted a second to the nomination was not required.
Commissioner Miller nominated Commissioner Russell Melendy to serve as Board Chair.

Clerk Rogers requested a motion to close nominations.

So, moved by Commissioner Flores and second by Commissioner Wells.

Hearing no other nominations, Clerk Rogers closed the nominations and announced Commissioner Melendy would serve as the Board's 2024/2025 Chairman.

Clerk Rogers opened the floor to accept nominations for Vice-Chair. Commissioner Wells nominated Commissioner Noey Flores to serve as Vice-Chair.

Motion by Commissioner Miller and second by Commissioner Chancey nominations cease.

Hearing no other nominations, Clerk Rogers closed the nominations and announced Commissioner Flores would serve as the Board's 2024/2025 Vice-Chair.

B. Resolution 2025-10 - Authorizing Signatures for Banks:

Clerk Rogers presented Resolution 2025-10, authorizing signatures for banks.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve Resolution 2025-10, a resolution of the Hardee County Board of County Commissioners to authorize signatures for banks.

Chair Melendy called for any discussion from the Board. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Bonds for Commissioner Wells, Commissioner Chancey, and Commissioner Miller:

Chair Melendy called for the pleasure of the Board.

Motion by Commissioner Miller and second by Commissioner Chancy to approve bonds for Commissioner Wells, Commissioner Chancey, and Commissioner Miller.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. COMMITTEE REORGANIZATION

A. Assign Commissioners to various Liaison Positions and Advisory Boards/Committees:

Chair Melendy noted that positions traditionally remain with the seat; he suggested that Commissioner Miller serve as the representative on the IDA (Industrial Development Authority) Board and he, Chair Melendy, would serve as the liaison to the Drug Free Hardee Board.

Commissioner Flores discussed his involvement with HRTPO (Heartland Regional Transportation Planning Organization) and the Value Adjustment Board and his desire to remain in those positions.

Chair Melendy read out the list of advisory boards/committees and the assigned Commissioners for each.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to accept the Commissioners' assignments to various liaison positions and advisory boards and committees as discussed.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

6. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

Chair Melendy opened a motion to approve today's agenda.

Motion by Commissioner Flores and second by Commissioner Miller to approve the agenda as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

7. MINUTES FOR APPROVAL

A. BCC Meeting Minutes:

Regular Meeting Minutes of May 16, 2024, at 8:30 a.m.
BCC Workshop Session Minutes of June 18, 2024, at 5:30 p.m.

Chair Melendy called for any Board discussion.

Commissioner Flores requested to make a correction to the May 16, 2024, meeting minutes by correcting Business Agenda Item 11D's motion to read "or" instead of "and."

Chair Melendy called for a motion to approve the minutes with the amendment.

Motion by Commissioner Flores and second by Commissioner Wells to approve the minutes with the amendment.

Chair Melendy called for any further comments or public comments.

Commissioner Chancey requested further directions on whether the new Commissioners could approve previous meeting minutes.

County Attorney Johnston advised all commissioners have the obligation to vote based on the availability of the opportunity to review the meeting videos; she noted there is no provision under Florida law for a commissioner to recuse themself from voting in this situation.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

8. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

Chair Melendy recessed the meeting at 8:54 a.m.
Chair Melendy reconvened the meeting at 9:00 a.m.

9. PROCLAMATIONS

A. Proclamation Declaring November as "Hunger and Homelessness Awareness Month":

Ms. Lori Friers, Executive Director of Hardee Help Center, read the proclamation for the Board, declaring November as "Hunger and Homelessness Awareness Month." She noted that Hardee County is ranked the fourth poorest in the State of Florida and informed the Board of ways that Hardee citizens are provided food as needed via school snacks and food pantries. Ms. Friers updated the Board on the Shop with Dignity Grocery Store run by the Hardee Help Center as well as future plans for a daily comfort station and a cold weather comfort station.

Ms. Friers noted that the week of November 17th through 23rd, 2024 is recognized as "National Hunger and Homelessness Awareness Week."

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores commended Ms. Friers on all that the Hardee Help Center does for the County.

Commissioner Chancey expressed his support for the work of Hardee Help Center.

Chair Melendy thanked Ms. Friers for bringing attention to this need.

Chair Melendy called for a motion.

Motion by Commissioner Wells and second by Commissioner Flores to approve the proclamation declaring November as "Hunger and Homelessness Awareness Month."

Chair Melendy called for any discussion or public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

10. PRESENTATIONS

A. Pioneer Festival Discussion:

Mr. Rick Bateman facilitated a discussion with the Board regarding the Pioneer Festival. He noted that with over 50 years of history, the Pioneer Park festival was an iconic part of the county; it is something the county is known for and a reflection of our agricultural culture. Mr. Bateman noted that the festival has the potential to give "a nod" to our past while also highlighting the importance of agriculture today. There is an increasing trend of people wanting to know where their food is coming from and how to preserve it through the canning process or other means. He noted the question of whether the festival could become an informational outlet that complements the ag arena.

Mr. Bateman introduced his niece Jamie Bateman who thanked the Board for listening to their suggestions and presented a presentation regarding a vision for the Pioneer Festival. She noted the increased interest in homesteading conferences across the nation. Homesteading conferences are typically three days (Friday through Sunday), attract hundreds of visitors, and function as a vendor market combined with workshop opportunities on agricultural topics. She presented an outline of the operational structure of a homesteading conference as well as benefits to the community and noted it could involve multiple aspects of community participation.

Chair Melendy opened the floor for questions and comments while expressing his support for the vision and history of the Pioneer Festival.

Commissioner Flores thanked Mr. Bateman for the presentation and expressed his excitement for and history of the Pioneer Festival.

Commissioner Miller offered his support and excitement for the reinvention of Pioneer Park Days and the potential of what it can bring to Hardee County.

Commissioner Wells thanked Mr. Bateman for taking on this task.

Commissioner Chancey asked for clarification as to whether this idea is something different from Pioneer Park Days or Pioneer Park Days 2.0.

Mr. Bateman noted that it is more of a 2.0 version; he stated that the proposed time frame is the first week of November rather than March and cited reasons for this change (County Fair, Strawberry Festival, etc.) This time frame would allow for a year of planning. Mr. Joel Salatin is an American farmer and lecturer recently named to the USDA (United States Department of Agriculture) Advisory Council. He is a popular speaker and has agreed to come to the Pioneer Festival on the proposed November 2025 date.

Chair Melendy noted that there is no action needed on the part of the Board, but expressed that the Board is supportive of the idea.

County Manager Atchley affirmed that no action is needed other than the Board's consensus to continue moving forward with this concept.

Mr. Bateman noted that the goal is to create a separate entity for the festival; they have begun the process of making it a 501 (c) (3) nonprofit organization.

11. BUSINESS AGENDA - Ordinances:

A. Ordinance 2024-08 - Second Reading - Torrey Community Overlay:

Community Development Director, Todd Miller, presented an overview of Ordinance 2024-08: Torrey Community Overlay, noting this is the second reading of the ordinance. At the first reading, the Mosaic Fertilizer, LLC, (Mosaic) representatives expressed concerns about the boundaries of the proposed overlay. County Staff have worked with CFRPC (Central Florida Regional Planning Council) and Mosaic to create options to address the concerns.

Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRPC), and Jeff Schmucker, AICP, Planning Director, Central Florida Regional Planning Council (CFRPC) a PowerPoint overview of the overlay options. CFRPC Director Codo-Salisbury noted this is a draft of an overlay concept to the Land Development Code; she provided a brief history of the ordinance. The first reading for Ordinance 2024-08 took place on October 17, 2024. Overlay districts do not change land use entitlements or zoning; they do allow the opportunity for additional design and new uses. A community workshop/visioning conversation meeting was held with the Torrey Community on October 1, 2024; the discussion points were reviewed for the Board as well as geography, land use maps, and zoning maps. A traffic study is currently underway for this area.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores inquired about the initial boundary discussion and why it went all the way to Mansfield Road.

CFRPC Director Codo-Salisbury noted that after first reading the boundary lines were discussed by Mosaic, the County, and CFRPC and a new boundary map is an option.

Commissioner Flores expressed his opinion that Hobb Road would have been a good boundary due to the timeline of future mining operations; he expressed concerns about the proximity of mining to developed community areas.

Commissioner Miller noted that he is still employed by Mosaic until the end of the year and inquired of County Attorney Johnston about his participation in the discussion.

County Attorney Johnston noted that this land use/overlay district does not have a conflict of interest in the sense that it is not an application submitted by Mosaic.

Commissioner Miller affirmed the validity of Commissioner Flores' concerns and noted that he is not aware of any plans for permitting applications by Mosaic for the property in question.

Commissioner Chancey commented about the policy behind this overlay; Florida is becoming a corporate state, and franchises are used to the restrictions being imposed. His concern is more for the residential properties behind the commercial ones and the restrictions that will affect residential development.

CFRPC Director Codo-Salisbury responded to these comments and concerns, noting that the traffic study will influence the types of roads. As additional details are provided, CFRPC and staff will return to the Board with suggestions and information.

Commissioner Wells noted that he is a resident of the Torrey Community. His biggest concern, currently, is related to infrastructure and that it is proactive rather than reactive.

Commissioner Flores clarified his concern that if mining would come into this area in 10 or 20 years, then development would push against the borders for mining. County Attorney Johnston interrupted to state that if the phrase "mining uses and operations are exempt from the Torrey Community" was adopted then this ordinance would return to first reading as this would be a substantial and material change to the ordinance. The alternative would be the new map showing just the smaller portion that does not include the property in the mining overlay. This could potentially move forward as second reading without the language of the mining exemption.

Commissioner Flores thanked County Attorney Johnston for the clarification, but noted that even if the new map is used, there is potential for future mining that could affect future development. He reiterated that if the boundary was Hobb Road, then Mosaic would own what is to the west.

Commissioner Wells noted that Hanusch Road and Bostick Road are proposed areas for housing development; it would be a concern if mining was right next to the housing development without a buffer. He agreed that if the mining took place within the next five to seven years, then it should not be a problem, but if a subdivision is built before the mining it would not be ideal.

Chair Melendy inquired if adoption of a new map would be a substantial change.

County Attorney Johnston noted that it is not substantial enough because the property is owned by Mosaic and nothing is changing on the property. Adopting the map and striking the added language would not affect the second reading status. She noted that there is always the possibility to add land into an overlay district.

Chair Melendy inquired if anyone had comments on the first part of the ordinance.

Commissioner Chancey clarified that the new map is an explanation of the land uses/owners for the land inside the overlay. County Attorney Johnston affirmed that the area inside the gray conceptual boundary does not show ownership. Only the orange area reflects Mosaic ownership of property. The vote today would only approve the overlay for what is inside the gray area.

Mr. Schmucker noted that the concept boundary area within the gray does not include anything in the current mining overlay. CFRPC Director Codo-Salisbury highlighted the differences between the maps showing the original proposed area and the trimmed area.

Commissioner Chancey asked for clarification of the voting area in question.

County Manager Atchley affirmed that the overlay proposal removes Mosaic owned property from the ordinance.

Commissioner Flores inquired if there could be a five-to-ten-minute break before the vote for discussion with the County Attorney.

Chair Melendy asked CFRPC Director Codo-Salisbury to continue the discussion regarding the changes to the ordinance.

CFRPC Director Codo-Salisbury reviewed the changes discussed at first reading specifically related to clarification of language for cross-access connectivity with regard to collector roads, developments, and construction of multi-purpose trails and paths. She noted language added or changed for access management standards; residential driveways and parking spaces, and how they intersect with arterial roads; traffic circulation system within developments; the use of outdoor storage or screening (non-residential uses).

Chair Melendy called for questions or comments from the Board.

Commissioner Chancey asked how these minor changes would affect Bostick Road and if there is enough room to implement these proposed changes. He inquired if these changes apply only to new development. CFRPC Director Codo-Salisbury noted that staff would work with developers regarding these details. Commissioner Chancey noted a concern that existing development may not be able to fulfill these requirements.

County Manager Atchley asked Assistant County Manager Simpron to comment on some of the plans in place to address these issues.

Assistant County Manager Simpron explained there are two funding opportunities/options to improve Bostick Road as there are two issues: roadway capacity and drainage improvements. One option would be funded by an annual SCOP (Small County Outreach Program) Grant and would include widening the road to accommodate, adding sidewalks in the form of curb and gutter. The second option would be funded through an EPA (Environmental Protection Agency) Community Change Grant (CCG); the County is going to submit an application, which would cover a $10.6 million project accommodating sidewalks north and south with a curb and inlet closed drainage system. Assistant County Manager Simpron emphasized that there is currently no funding guarantee, but the County is pursuing funding opportunities at both the State and Federal level.

Chair Melendy called for any further questions on the changes from first reading to second reading.

Chair Melendy called for any overall question or comments regarding this ordinance.

Commissioner Flores stated that he is excited about this ordinance and his concern was only the map. He noted that he did not see the new map in their packet.

Commissioner Wells explained that as a resident of Bostick Road his concern is with drainage. He noted that the only option for drainage would appear to be underground drainage as there is no room with the roadway unless ground space is taken from residents or Torrey Trails. He inquired about the responsibility for costs.

Assistant County Manager Simpron noted that the responsibility for funding will be determined based on timing of development and the submission and receipt of any grant funding.

Commissioner Wells noted that there is a safety issue with golf carts from Torrey Trails using the roadway.

Assistant County Manager Simpron responded that staff are aware of this issue and are working to resolve it perhaps via a golf cart crossing. He noted that the County currently does not have golf cart policies, which would need to be in effect first.

Commissioner Miller expressed that growing pains are not fun; the County is growing and choosing to be proactive in managing that growth, yet with that comes growing pains in all parts. He is excited about the potential for growth.

Chair Melendy stated that if there are no further comments there will be a short recess for discussion with County Attorney Johnston. No further comments were given.

Chair Melendy recessed the meeting at 10:23 a.m.
Chair Melendy reconvened the meeting at 10:33 a.m.

Chair Melendy called for any further discussion or questions.

Commissioner Miller inquired if the new proposed map has to be noticed for the public. County Attorney Johnston noted that because the map is being reduced and not expanded it has already been noticed to the public.

Commissioner Flores inquired if the exemption for mining will be removed from the wording with the acceptance of the new map. County Attorney Johnston stated that this is the recommendation.

Chair Melendy called for any further comments or questions. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the second and final hearing of Ordinance 2024-08, an ordinance of the Board of County Commissioners of Hardee County, Florida, amending Section 3 of the Hardee County Unified Land Development Code to create section 3.06.00 and subsections providing regulations creating overlay districts and establishing an overlay district for the Torrey Community; to adopt on second reading as amended, removing the language to exempt mining uses from the overlay district and approving the ordinance with the amended map; providing for repeal, conflicts, severability, codification, and for an effective date.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. Ordinance 2024-10 - Medical Marijuana Dispensing Facility Ban:

Community Development Director, Todd Miller, presented Ordinance 2024-10 providing for a prohibition of medical marijuana treatment centers and dispensing facilities within the County. Central Florida Regional Planning Council (CFRPC) has worked closely with staff to develop this ordinance; there have been no changes to the ordinance since the first reading.

Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRPC), presented a brief PowerPoint regarding the ordinance. According to Florida Statutes, local governments can either ban or allow medical

marijuana dispensing facilities. She reminded the Board that the Planning & Zoning Board's recommendation from their October 3, 2024, meeting was for a ban and the first reading before the Board on October 17, 2024, gave consensus to ban medical marijuana dispensing facilities.

Chair Melendy inquired whether the Board would like to hear the longer version of the presentation.

Commissioner Miller expressed his appreciation for the work the Board has done up to now on this topic and noted that he has reviewed the past meetings and does not need an additional review.

Commissioner Wells expressed his agreement with Commissioner Miller and noted that he also did not need a review. Commissioner Chancey noted that he did not need to hear the expanded presentation, but would like to discuss the topic. He stated that while he is not in favor of drugs, in discussion with others he has not heard any negative comments regarding dispensaries for medical purposes. He understands the need for it when used medically and questioned why if it is a legal substance for medical use then why the County would not have a dispensary. Commissioner Chancey noted that the language of Amendment 3 would have turned a medical dispensary into a recreational dispensary.

Commissioner Miller noted that the City of Wauchula does allow medical marijuana dispensaries within the city limits. If the unincorporated parts of the County do not have to manage dispensaries, he believes this is probably for the best.

Commissioner Flores noted that the concerns were related to the ease of obtaining a medical card and who would be using the medical marijuana. He reiterated that there is potential for a lot of negativity that goes along with approving dispensaries.

Chair Melendy called for any further questions or comments.

Commissioner Chancey affirmed the idea of personal responsibility when using medical marijuana and noted that there is personal responsibility associated with guns and alcohol as well.

Chair Melendy called for further discussion. None given.

Motion by Commissioner Flores and second by Commissioner Miller to approve the final hearing of Ordinance 2024-10, an ordinance of the Board of County Commissioners of Hardee County, Florida, creating Subsection 2.20.22, Hardee County Land Development Code, prohibiting medical marijuana treatment center dispensing facilities within Hardee County; providing legislative findings; providing for repeal, conflicts, severability, codification, and for an effective date.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried 4 to 1
Ayes – Wells, Flores, Melendy, and Miller
Nay – Chancey

12. BUSINESS AGENDA - Action Items:

A. Interlocal Agreement for Wauchula Community Redevelopment Agency (CRA) District Funding Usage:

Ms. Jessica Newman, Wauchula Community Redevelopment Agency Director, presented the Interlocal Agreement between Hardee County, and the City of Wauchula. The agreement is for the use of Community Redevelopment Agency (CRA) funds for promotional arts, community events, and marketing. She highlighted the fact that redevelopment is not a static process as the need to promote a community is ongoing. Ms. Newman noted that the statute relating to this funding has changed since 2010 with the removal of the words "including but not limited to," which means that funds should only be spent on brick-and-mortar projects unless all parties that pay into the fund agree on how funds are spent. The City of Wauchula and Hardee County both pay into the Community Redevelopment Agency funds.

Ms. Newman reminded the Board that an update is presented to them by the Community Redevelopment Agency on an annual basis.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores asked for a brief explanation of how the CRA is funded. Ms. Newman explained the process for how the CRA funds are determined and collected, noting that the base year is 1995.

Ms. Newman explained that a Financial Impact Study was conducted for the CRA in 2024, and those results can be shared with the Board.

County Attorney Johnston affirmed that today's vote is on the use of funds; she noted that the CRA already has the funds, this vote is simply to determine how the funds can be used by broadening the limitations.

County Manager Atchley emphasized that a workshop can be scheduled to share the financial impact study as well as to discuss the term limit of the CRA and possibilities for the future.

Chair Melendy called for any further questions or comments. None given.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the interlocal agreement between the City of Wauchula and the Wauchula Community Redevelopment Agency and Hardee County, Florida relating to the use of tax increment to support CRA marketing, the arts, and community events held in the Wauchula Community Redevelopment District, in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. State Aid to Libraries Grant Agreement:

Library Manager, Regina Ussery, presented two documents to the Board: the State Aid to Libraries Grant Agreement and the Certification of Hours Free Library Services and Access to Materials. Manager Ussery noted that Hardee County is currently estimated to receive $48,000 from the State of Florida for library funds.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve the submission and acceptance of the State Aid to Libraries Grant Agreement between the State of Florida, the Department of State and Heartland Library Cooperative for and on behalf of Hardee County Public Library for growing free library services and access to materials for all residents; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Board Acceptance of the Updated Employee Handbook:

Safety & Risk Manager, LaTicia Wilkins, informed the Board that the updated employee handbook is ready for their review and acceptance. She explained that changes have been made as a result of the last time the handbook was presented to the Board and noted that staff have met with the labor attorney to discuss the handbook. Manager Wilkins noted that there are some wording changes as presented in the memo; the employee handbook has been approved by the labor attorney.

Chair Melendy called for any questions or further explanation needed related to the employee handbook updates.

Commissioner Flores asked for clarification, specifically, asking for confirmation that the employee handbook is the product of the County Manager. County Attorney Johnston affirmed this to be correct and noted this is the reason the Board is accepting and not approving the updated employee handbook.

Commissioner Flores inquired about the process for discussing changes or specific policies and procedures such as take-home vehicles for employees. County Attorney Johnston noted that take-home vehicles are within the scope of the County Manager regarding who gets a take-home vehicle. The Board does have some say related to take-home vehicles because it is a budget item.

County Attorney Johnston explained that the Board has the authority to consider the County budget for take-home vehicles, but the decision regarding who gets to a take-home vehicle or any policies related to take-home vehicles are the purview of the County Manager. She noted that he is constrained by certain policies regarding risk and insurance coverage. The Board can influence how many take-home vehicles the County will maintain, replace, etc. each year.

County Attorney Johnston noted that the Board has authority over the County Manager's take-home vehicle, but that is described in his contract. She explained that the County Manager is the responsible administrator regarding take-home vehicles. The Board's authority is limited to making policy that can limit vehicles; it is not within their purview to approve employee policies.

Commissioner Flores noted that he would like for the Board to discuss take-home vehicles because this is a topic that comes up regularly with the public regarding the use of tax-payer dollars and liability.

County Attorney Johnston noted that employees with take home vehicles are covered by law to and from work; these employees are required to have their own insurance coverage (rider policy) that would cover the vehicle in circumstances beyond this.

Commissioner Wells asked County Attorney Johnston about the recourse for making changes to the handbook if it regards something that negatively impacts County employees. She responded that the Board needs to confer with the County Manager; however, the Board must ensure that the conversation is one of discussion and not dictating to the manager how to supervise or manage the employees.

Commissioner Wells proposed the hypothetical question of whether the County Manager is a rogue manager whose policies are destructive or not good for the County employees, what recourse does the Board have? County Attorney Johnston explained that the County Manager can always be removed from his position as manager. If it is a policy that is outside the scope of the Commissioners, then they must deal directly with either the County Manager or the County Attorney as employees of the Board.

Commissioner Chancey clarified that the Board is not voting on policies in the Employee Handbook, but they are voting to accept the changes. He asked why the Board is looking at the handbook if they are not voting on the policies. County Attorney Johnston explained that the County Manager's intent is to inform the Board of the policies of the employee handbook and to increase their understanding of what is stated in it. She noted that the policies in the County Employee Handbook may influence the county budget; therefore, being aware of the policies would help inform the Board as they make decisions related to code amendments or budget.

Commissioner Chancey asked a hypothetical question for clarification: what happens if the Board does not accept the updates to the employee handbook?

County Attorney Johnston noted that it simply would not be accepted by the Board; the County Manager may choose to meet with individual Board members to determine why they chose not to accept it.

County Manager Atchley explained that the 15-member management team and labor attorneys have been working on the handbook for months. He noted that County Attorney Johnston has been kept up to date on the changes and many of the changes made were legal changes due to outdated policies. The employee handbook has not been updated in years.

Commissioner Miller thanked Ms. Wilkins and staff for the work they have done in the handbook; he noted the importance of well-defined policies and procedures. The document is lengthy, but clear, and gives both the County and employees the protection they need to understand how things operate.

Commissioner Miller stated that he is comfortable with the level of autonomy given by the Board to the County Manager; the CEO of a business needs autonomy to do their work. He expressed his confidence in the County Manager and his staff to come to the Board if any changes are needed to help protect the County.

Commissioner Flores expressed his thanks for the work done to update the handbook. He emphasized the need for the public to hear that the authority of the Board is not as strong as some people might think.

County Attorney Johnston gave some examples of how Board policies impact or influence internal policies.

Chair Melendy called for any further questions or comments.

Commissioner Wells inquired of County Manager Atchley as to the priority of the Board accepting the employee handbook now (today) because he has multiple questions about the handbook that he would like to discuss with Mr. Atchley.

County Manager Atchley expressed his understanding and noted that the handbook is always a work in progress and his door is open. However, he would prefer it to be accepted today and noted his desire to protect the Commissioners. County Manager Atchley acknowledged that there will be policies set by the Board that will influence internal County policy and procedures.

Commissioner Wells asked whether it might be appropriate to table it until the next meeting to allow for time to discuss his questions.

County Manager Atchley noted that the Board is not approving the handbook; therefore, why would it be tabled?

County Attorney Johnston stated that any item can be tabled, but doing so does not prevent the updated employee handbook from moving forward. She noted that there are many changes that are required by law as they are updated statutory requirements; therefore, she would like those to be updated as soon as possible. County Attorney Johnston reiterated that individual Board members can always choose to sit down and discuss the handbook with the County Manager at any time.

Commissioner Miller asked if there has been a workshop with employees to review the proposed changes. County Manager Atchley noted that the 15-member management team has discussed the updates at the management team level, but this workshop format has not included all 185 County employees of Team Hardee.

Commissioner Miller inquired if the handbook is accepted today, will there be a rollout program for employees to understand new policies and procedures and the impact on employees? County Manager Atchley affirmed that all employees will receive a copy of the new/updated employee handbook and be given a chance to ask questions related to it.

Chair Melendy called for any further questions. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to accept the updated employee handbook as submitted.

Chair Melendy called for any further Board discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

County Manager Atchley noted the number of hours spent on this document and expressed his personal appreciation to the management team members who have worked on it.

D. Hardee County Fire Rescue Self Contained Breathing Apparatus Grant Acceptance:

General Services Director, Lorie Ayers, presented the grant for Self-Contained Breathing Apparatus in the amount of $550,000. She noted that the grant was a legislative appropriation included in the previous fiscal year; the County has now received the award notification.

Chair Melendy called for any questions. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Wells to approve the submission and acceptance of Division of State Fire Marshal, Florida Department of Financial Services Grant for the Hardee County Fire Rescue Self Contained Breathing Apparatus in the amount of $550,000; authorizing the Chair or County Manager to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for any Board discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

E. Hardee County Fire Rescue Station 1 Grant:

General Services Director, Lorie Ayers, presented the grant for Fire Rescue Station 1 in the amount of $7,500,000. She noted that the grant is a legislative appropriation that was included in the previous fiscal year packet. The award notification is being brought before the Board today.

Chair Melendy called for any questions.

Commissioner Chancey inquired about the details of the grant and its impact on the current FY budget. Director Ayers explained that the grant amount was known before the current year's budget was created so it is already included in the current budget. It is an expense that has already been accounted for as they knew the award amount in advance.

Chair Melendy called for any further questions.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the submission and acceptance of the Division of State Fire Marshal, Florida Department of Financial Services Grant for the Hardee County Fire Rescue Station 1 in the amount of $7,500,000; authorizing the County Manager or the Chairman to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

F. Fire Rescue Tanker Truck Grant:

General Services Director, Lorie Ayers, presented a grant in the amount of $950,000 for a fire rescue tanker truck. She noted that the grant is a legislative appropriation that was included in the previous fiscal year packet; this is the official award notification.

Commissioner Miller noted that this was a good year for receiving grants for the Hardee County Fire Rescue. Fire Chief Casey Dasher affirmed this to be true.

Motion by Commissioner Miller and second by Commissioner Wells to approve the submission and acceptance of the Division of State Fire Marshal, Florida Department of Financial Services Grant for Hardee County Fire Rescue Tanker Truck in the amount of $950,000; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for any public comment.

The following person addressed the Board:

Ms. Sandy Scott

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

G. Award Invitation to Bid (ITB) Number 24-021 to Appalachian Material Service, Inc.:

Capital Projects Manager, Bobby Keene, presented the award of invitation to bid (ITB) number 24-021. He explained that staff have been working with the Utilities Department on this annual agreement for the handling of biosolids (the end treatment of the wastewater process). The County went out for bid on August 19, 2024, bidding opened on September 10, 2024; there was one qualifying responsive bidder: Appalachian Material Service, Inc. The agreement negotiated an initial one-year term with three additional one-year renewal options for a price of $0.22/gallon. County Staff are recommending entering into this agreement with Appalachian Material Services, Inc.

Chair Melendy called for any questions from the Board.

Commissioner Flores inquired as to what vendor the County was using previously for this service.

Manager Keene noted that the County currently utilizes Appalachian Material Service, Inc., for biosolids handling, but that agreement was coming to an end. The new agreement is a slight increase of a couple of cents per gallon.

Commissioner Miller inquired if staff have done any environmental audits of the vendor to ensure they are complying with state regulations. Manager Keene affirmed that staff have ensured that Appalachian Material Service, Inc, has facilities that are permitted to both haul and further treat the processes; they are regulated by the Florida Department of Environmental Protection (FDEP).

Manager Keene noted that the County monitors the process by the ton in the form of dry solids in order to reduce the final costs.

Commissioner Chancey noted that there were a couple of forms provided by Appalachian Material Service, Inc., which say Manatee County. Manager Keene stated that he will double-check the forms to ensure they are corrected.

Chair Melendy called for any further questions or comments. None given.

Chair Melendy called for a motion.

Motion by Commissioner Wells and second by Commissioner Flores to award ITB Number 24-021 for annual collection, transportation and disposal of wastewater to Appalachian Material Service, Inc.; approving the services agreement between the County and Appalachian Material Service, Inc., in substantially the attached

form, subject to approval by the County Attorney, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

H. Solid Waste Off-Road Dump Truck (B25) Repairs:

Interim Public Utilities & Solid Waste Director, Evelyn Guffey, informed the Board of the need to repair an off-road dump truck that is critical to the daily needs of the landfill. The quote from National Equipment Dealers, LLC, for the repairs on the dump truck was $28,394.53.

Chair Melendy called for any questions from the Board.

Commissioner Wells expressed surprise that the repairs cost $28,394.53. Director Guffey explained the specifics related to the repairs. Commissioner Wells inquired if there is any type of maintenance that can be done in the future to prevent the need for repairs and whether the truck is on a recall list. It is not on recall and Director Guffey explained that County Manager Atchley has worked with staff on developing a preventative maintenance plan for all heavy equipment at the Solid Waste Facility.

County Manager Atchley noted that this will continue to be a problem as there is a lot of worn-out equipment that needs to be either repaired or replaced. He acknowledged that a $28,000 repair is costly, but not as costly for now as a replacement at $400,000.

Commissioner Miller asked a procedural question related to whether or not this repair is budgeted and if unbudgeted is that the purpose for bringing it before the Board. County Manager Atchley explained that his spending authority is capped at $25,000; the cost of the repair is budgeted under maintenance. Commissioner Miller inquired as to how long the policy has been in place. County Manager Atchley noted the policy is longstanding.

Commissioner Flores expressed regret that the dump truck sat at the shop for two weeks waiting for a meeting because the cost needed to be approved by the Board. He noted that perhaps the Board needs to reconsider policy.

Commissioner Miller inquired if a survey could be conducted to determine needs and a follow-up discussion at a workshop.

County Attorney Johnston noted that grants and spending authority are both on the docket to be discussed in future meetings. As part of that discussion in the next month or two, she will present policies and procedures from other districts for comparison.

Commissioner Wells inquired if it needs to take that long for a needed discussion to take place regarding emergency spending.

County Attorney Johnston noted that policies will require longer to be addressed, but temporary authority for 120 days could be discussed and voted on by the Board at the end of the meeting if desired.

Chair Melendy called for any further discussion or questions. None noted.

Motion by Commissioner Flores and second by Commissioner Wells to approve the repairs for the solid waste off-road dump truck (B25) by National Equipment Dealers, LLC, in the amount of $28,394.53; authorizing the County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

I. Certificate of Compliance for *CC Investment Group* Minor Subdivision:

Community Development Director, Todd Miller, presented the certificate of compliance for a minor subdivision on behalf of CC Investment Group. The request is to split a 38-acre parcel into four smaller parcels approximately seven acres in size with one parcel remaining. Director Miller detailed the specific location of the property on U.S. Highway 17 South. Staff have reviewed the application against land development code standards and found it to meet all requirements. The applicant has been directed to the Florida Department of Transportation (FDOT) to ensure they are meeting all FDOT access control requirements. FDOT has worked with the applicant to ensure there are no more than three access points as noted in the survey. Staff is recommending approval for this application.

Chair Melendy called for questions from the Board.

Commissioner Chancey inquired if the applicant has received permission for the joint-use driveways. Director Miller affirmed this to be true.

Chair Melendy called for any further questions. None noted.

Motion by Commissioner Miller and second by Commissioner Wells to approve the CC Investment Group minor subdivision and authorize the Chair or County Manager to sign any documents, in furtherance thereof.

Chair Melendy called for any further Board discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

J. Resolution 2025-07 - Limited Special Use Permit:

Community Development Director, Todd Miller, presented Resolution 2025-07, a limited special use permit on behalf of property owner, Tamara J. Ramsey. The applicant is requesting temporary placement of a second dwelling in the form of a park model trailer in order to be able to assist and care for her elderly parents. Director Miller detailed the location and further explained the history of the applicant's situation to the Board. He noted that County staff and administration presented several options to the applicant for how to meet her needs. The option chosen by the applicant involves applying for a two-year waiver that can be renewed every 6 months for as long as the need occurs. The Planning & Zoning Board have approved this waiver; now the applicant is requesting this limited special use permit. Staff have reviewed the criteria for the permit and are recommending approval.

Chair Melendy opened the floor for any questions from the Board.

Commissioner Flores inquired about the cost of renewal for the waiver. Director Miller stated the renewal cost is $50.

Commissioner Miller inquired about the lack of a sunset provision that may be affected by the sale of the property. Director Miller noted that a limited special use permit is tailored to a specific owner. Commissioner Miller asked for clarification as to whether the special use permit is connected to the title to the land. Director Miller stated it is not.

Commissioner Chancey inquired if the language of the permit is tied to a medical need. Director Miller affirmed that it is for the caretaking of a family member (elderly or disabled).

Commissioner Miller inquired if it would be appropriate to add a sunset provision to this ordinance clarifying the situation in the event that the property is sold. Director Miller noted that staff can look at the land development code and whether this type of provision should be added.

County Attorney Johnston explained that the approval is tied to this application based on specific conditions. If the condition changes, the approval ceases. She noted that the Land Development Code was amended in October.

Chair Melendy inquired about the specific conditions and provisions for this permit. County Attorney Johnston explained that the code lists certain conditions. The time frame is limited to two years and at each renewal County staff would review the conditions. She noted that as part of the permit the applicant is required to sign an affidavit; she explained the details of this as well as the conditions and criteria for the permit.

Director Miller explained that the parents of the applicant had significant flooding and damage to their home on Griffin Road as a result of Hurricane Ian. The applicant's father also had a health issue and had to have his leg removed. Therefore, the parents need a home and to be cared for by their daughter.

Commissioner Flores inquired about follow-up for the two-year time limit and stated that the time limit functions to some degree as a sunset provision. County Attorney Johnston noted that the applicant is signing an affidavit stating that when the need is extinguished the approval ceases.

Chair Melendy inquired if the applicant was fined for the citation that was received for putting the trailer on the property without a permit. Director Miller noted that he would need to double check whether a fine was paid or not.

Chair Melendy inquired about electricity and waste disposal for the additional unit. Director Miller noted that the health department is responsible for well and septic and PRECO (Peace River Electric Cooperative) is responsible for power. The applicant's representative was available to comment on this.

Mr. McDonald gave a brief history of the situation, noting that there is a septic tank. If this limited special use permit is approved by the Board, he will go and pull permits for the well, septic, etc.

Chair Melendy called for any further questions or comments.

Motion by Commissioner Wells and second by Commissioner Chancey to approve the Resolution 2025-07, a resolution of the Board of County Commissioners of Hardee County, Florida, regarding land development, authorizing the temporary placement of a park model as a second dwelling unit on 5 +/- acres; providing for a legal description; providing for severability, and providing for an effective date.

Chair Melendy called for any public comment.

The following person addressed the Board:

Ms. Sandy Scott

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

K. Resolution 2025-09 - *Revell Woods Estates* Platted Subdivision:

Community Development Director, Todd Miller, presented Resolution 2025-09 on behalf of property owner Joanne R. Grimsley as Trustee. The applicant is requesting a final plat to subdivide a 50-acre parcel into nine separate lots. Director Miller detailed the location of the property on the east side of Polk Road. He noted that Mr. Lavon Cobb is present on behalf of the applicant.

The property is zoned F-R Farm-Residential and has a land use designation of Residential Mixed Use. The applicant has completed the process for a preliminary site plan and plat, which was approved by the Planning & Zoning Board. Staff have worked with the applicant on the final plat to ensure a limited number of access points onto Polk Road, which is a total of five. A third-party consulting surveyor has reviewed and signed off on the plat to ensure that Florida requirements and statutes have been met.

Chair Melendy called for any questions or comments from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve Resolution 2025-09, a resolution of the Board of County Commissioners of Hardee County, Florida, regarding land development, authorizing the subdivision of land; providing for a legal description; providing for approval and final plat; providing for severability, and providing for an effective date.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

L. Resolution 2024-82 - Luther Road Closure for Mosaic Fertilizer, LLC (Mosaic):

Commissioner Miller announced that he would recuse himself from this agenda item due to conflict of interest in that he is still an employee of Mosaic Fertilizer, LLC.

Right of Way Agent, Tara Holton, presented Resolution 2024-82 a request from Mosaic Fertilizer, LCC, to vacate 1,313.17 feet of Luther Road. This road is an unimproved local road that intersects Hobb Road and is located north of SR 62. It is presently a dirt road that is maintained by Hardee County and is depicted in the enclosed information from the surveyor. There are no objections from utilities. Vacating the roadway would be beneficial to both Hardee County and Mosaic. Staff are recommending approval of this request.

Chair Melendy called for any questions or comments from the Board.

Commissioner Chancey noted that he sees County roads as County assets. The County has been maintaining this road since 1947, which means taxpayers have invested money in this road for a long time. He questioned if the County should consider what they are giving away and whether the road was a liability or an asset?

County Attorney Johnston noted that the County does not own the road. They are only vacating the perpetual easement of the right-of-way. As soon as the County does not need the road for right-of-way then it reverts back to the property owners.

Commissioner Chancey stated that in 2009 Mosaic and the County Commissioners entered into an agreement to buy the portion of nine roads and the right-of-way.

County Attorney Johnston noted that she is providing well-established law and rights-of-way cannot be sold. She noted that the scenario could have been that the County owned the property; and therefore, the right-of-way. Traditionally and more often than not, the county or city does not own the majority of right-of-way. On this specific property, when the County is vacating property, then the County does not own the property. The County only has right-of-way.

Commissioner Chancey inquired as to why Mosaic is petitioning the Board if Mosaic owns both sides of the road and the underlying land up to the halfway point on both sides.

County Attorney Johnston responded that the County has a right-of-way to the road and an easement; therefore, the County must approve (or not approve) vacating this right-of-way and easement. She noted that if the County owned the road, then it would be a different conversation.

Chair Melendy called for further comments from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Wells to approve Resolution 2024-82, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition to vacate a portion of Luther Road, as more particularly described herein, subject to the conditions set forth herein, providing for authorization, severability, and for an effective date.

Chair Melendy called for further discussion from the Board. None given.

Chair Melendy called for any public comment. None given.

Motion carried 3 to 1.
Ayes – Wells, Flores, and Melendy
Nay – Chancey
Abstain - Miller

M. Supervisor of Elections Fiscal Year 2024 Budget Increase:

Budget Manager, Diane Moore, presented an amendment for a budget increase request in the amount of $22,648 from the Supervisor of Elections for FY 2024.

Budget Manager Moore noted that the budget increase is to cover election costs and election related invoices from the last week of September 2024. The total original budget request approved by the Board was $590,776; the amendment for a budget increase is $22,648, bringing the revised budget total to $613,424. The additional expenses are being covered by the General Fund Contingency Fund. The remaining balance of the Contingency Fund after this reduction will be $372,420.

Chair Melendy called for any questions from the Board.

Chair Melendy inquired about the breakdown of the costs for the unanticipated or increased expenses that contributed to the $22,648 total.

Budget Manager Moore provided a breakdown of the operating costs, noting that Personnel Services increased by $13,702 and Operating Expenses increased by $8,946.

Commissioner Flores expressed concern about a lack of information and explanation for why the increased costs.

Assistant County Manager Baber noted that by law the budget amendment needs to be approved before November 30th so that the books can be balanced for the Supervisor of Elections. He affirmed that it was made clear to Elections Supervisor, Diane Smith, that going forward there needs to be a better grip on the future budgets as the impact on the County could be significant.

Commissioner Chancey inquired if an election occurring every two years impacts the Supervisor of Elections' budget in that there is an increased budget every other year. Budget Manager Moore provided numbers showing that the Supervisor of Elections' budget has increased annually over the past four years with no significant increases coinciding with elections.

Chair Melendy noted that the questions being asked by the Board are for the purpose of better understanding the situation; Board members are questioned by the public regarding issues like budget increases and spending.

Chair Melendy called for further discussion from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the Supervisor of Elections Fiscal Year 2024 budget increase in the amount of $22,648.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

N. Resolution 2025-06 - Budget Amendments for Fiscal Year 2023-2024:

Budget Manager, Diane Moore, presented Resolution 2025-06, involving line-item transfers completed in FY 2023-2024. She noted that State statutes authorizes adjustments for line item over-and under-expenditures and appropriations from the reserves for contingency to be made for any lawful purpose upon approval from the Board.

Resolution 00-31 authorizes the County's budget officer to make necessary departmental budget amendments as necessary in order to ensure a balanced budget.

Chair Melendy called for any questions from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Chancey to approve Resolution 2025-06, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the Fiscal Year 2023-2024 Budget, providing for authorization, and for an effective date.

Chair Melendy called for any discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

O. Budget Amendments:

Budget Manager, Diane Moore, presented budget amendments to the Board in the following categories:

1. Operating Amendments: increased revenue and expenses to cover Hurricane Milton; increasing the amount of anticipated FEMA (Federal Emergency Management Agency) funds and more were presented
2. Capital Amendments: Budget Manager Moore presented three sets of amendments and reviewed the purposes and figures for each
3. Review of line-item transfer to increase outside agency operation supplies by $38,000 for expenses incurred by the shop that are then billed to other agencies for reimbursement

Chair Melendy called for any questions from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the budget amendments as presented.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

P. Resolution 2025-12 - Ten Mile Grade Supplemental Funding Agreement 440576-1 from Scarborough Road to Bridge 064120:

Assistant County Manager Simpron presented Resolution 2025-12, an agreement detailing the paving of the western side of Ten Mile Grade from Scarborough Road to the bridge. Assistant County Manager Simpron provided a brief history of this project, noting that the original request in 2023 was for the paving of a 7-mile segment. This is not possible due to funding, so the limits have been reduced in reference to the segment to be paved. Assistant County Manager Simpron detailed the request, the limits, and the changes in cost for Resolution 2025-12.

Chair Melendy called for any questions from the Board.

Commissioner Miller asked for more information on the process of projecting costs for projects like this.

Assistant County Manager Simpron noted that it is a balancing act in that they are working with a long-time frame of multiple years between application submission and funding received; inflation is also a factor, for which 10 percent is allowed by FDOT for inflation, but the specific annual amounts for SCRAP (Small County Road Assistance Program) and SCOP (Small County Outreach Program) are limited.

County Manager Atchley explained that in the past numbers had been more accurate, but costs have skyrocketed in the last four years, and projects potentially are not being funded as a result.

Chair Melendy called for any further questions or comments. None noted.

Chair Melendy opened for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve Resolution 2025-12, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the design and construction of Ten Mile Grade from Scarborough Road to Bridge 064120; providing for severability, and providing for an effective date.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Q. Resolution 2025-11 - Ten Mile Grade Supplemental Funding Agreement 440566-1 from Bridge 064120 to 0.300 Miles East of the Bridge:

Assistant County Manager Simpron presented Resolution 2025-11, an agreement detailing the paving of the eastern side of Ten Mile Grade from Bridge 064120 to 0.300 miles east of the bridge. Many of the specifics for this resolution were described in the previous resolution. This agreement calls for a reduction of approximately 2.5 miles. The FDOT (Florida Department of Transportation) funding remained the same, but the limits of the project needed to be reduced in order to complete the entire project with the available funding.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve Resolution 2025-11, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the design and construction of Ten Mile Grade from Bridge 064120 to 0.300 miles east of the bridge; providing for severability, and providing for an effective date.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Assistant County Manager Simpron stated that the unfunded segment from this project will be applied for in the 2031 round of SCOP funding in order to complete the project.

R. Interlocal Agreement with the City of Wauchula for Building Department Services:

Office Manager, Guadalupe Flores, presented to the Board an interlocal agreement with the City of Wauchula. She informed the Board that the County currently has an interlocal agreement that covers permitting and inspection services as well as dilapidated building abatement inspections. Ms. Flores noted that this agreement is for renewal of the current interlocal agreement and there are no changes other than the addition of involving third party services if needed.

Chair Melendy called for any questions on this agenda item.

Commissioner Miller confirmed that the Board is simply reauthorizing what is currently in effect.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the interlocal agreement between Hardee County, Florida, and the City of Wauchula, Florida, for the provision of building code enforcement, permitting and inspection services, and the unsafe or dilapidated building abatement inspection services in substantially the attached form, subject to approval of the County Attorney, and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

S. 2025 Board of County Commissioners Meeting Schedule:

County Manager Atchley presented a draft list of meeting dates for Fiscal Year 2024/2025. He noted that these are the basic meeting dates, but the schedule is fluid and can be changed as needed.

The first meeting of the year would be a workshop on January 2, 2025. He asked for confirmation that the Board is available to meet on this date. Board members affirmed their participation in the January 2nd meeting.

Commissioner Flores asked for input and feedback regarding the meeting format of a regular workshop and a business meeting; he noted that the meetings can be lengthy.

County Manager Atchley noted that for County staff this format has been working out well; the workshop format has allowed for increased discussion and questions prior to a vote. County Manager Atchley added that there will be two workshops in both January and February due to the need to update the strategic plan and discuss specific items.

Chair Melendy asked for the Board members' thoughts on the meeting format.

Commissioner Flores expressed that it has been working well; he is interested in the new Board members' thoughts.

Commissioner Chancey clarified that the workshops are for discussion, but no official action can be taken. Special meetings can be called for any emergencies that need to be handled immediately.

Commissioner Miller expressed that his observation of the current system would seem like it is working well. He inquired if there have been any comments from the public regarding business not happening fast enough. County Manager Atchley affirmed that this has not been the case.

Commissioner Wells inquired whether staff have considered moving any workshops or meetings to the evening to allow for increased participation of the public. County Manager Atchley noted that this has been a subject of conversation in the past, but not in the past 20 months. Staff are willing to entertain the idea if this is the pleasure of the Board.

Chair Melendy noted that when the format of one monthly morning meeting and one monthly evening meeting was used for a significant period of time, there was no substantial increased participation from the public. County staff preferred morning meetings for scheduling purposes.

County Manager Atchley noted that all of the meetings are now available on live stream video.

County Attorney Johnston stated that there have been a couple of evening meetings such as budget workshops and other items that would attract more public interest.

Chair Melendy called for further discussion. None noted.

Motion by Commissioner Miller and second by Commissioner Wells to approve the 2025 Meeting Schedule as presented.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment.

The following person addressed the Board:

Ms. Sandy Scott

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

13. APPOINTMENTS

A. Reappointment of Construction Industry Licensing Board (CILB) Members:

Office Manager, Guadalupe Flores, presented a list of members to be reappointed to the Construction Industry Licensing Board for another three-year term.

Commissioner Flores asked if the positions were advertised. Ms. Flores stated that the positions were not advertised, but there is a current vacancy for another contractor on the board and that position will be advertised. She also noted that there is potentially an upcoming vacancy for a member of the public (not a contractor) that would also be advertised.

Commissioner Flores expressed concern with reappointing members without opening it up for others to be involved through advertising the positions. Ms. Flores noted that for future reappointments the position will be advertised.

Commissioner Miller asked about the purpose of the Construction Industry Licensing Board and meeting frequency. Ms. Flores explained that the CILB meets on the second Monday of every month if there are agenda items to be discussed; their purpose is to review complaints from property owners regarding issues with contractors. If necessary, complaints move from the local to the state level.

Commissioner Wells inquired about the process for members of the CILB if complaints are lodged against them. County Attorney Johnston noted that due to ethics laws the complaint cannot go before the CILB and would be forwarded to the state level.

Chair Melendy called for any further questions or comments from the Board.

County Manager Atchley explained that due to a vacancy on the CILB these members need to be reappointed in order to maintain a quorum.

Chair Melendy called for further discussion. None noted.

Commissioner Flores exited the dais before the motion was given, and voting occurred.

Chair Melendy opened the floor for a motion.

Motion by Commissioner Wells and second by Commissioner Chancey to approve the reappointment of Travis Maldonado, Daniel Cisneros, Michael Gillispie, and Douglas Battey to the CILB Board for a three-year term.

Motion carried 4 to 0.
Ayes – Wells, Chancey, Melendy, and Miller
Absent - Flores

Commissioner Flores returned to the dais after the voting was completed.

B. Rank and Appointment One Member to the Hardee County Industrial Development Authority Advisory (IDA) Board:

County Manager Atchley presented three potential candidates for the Board to rank and then appoint one member to serve on the Hardee County Industrial Development Authority (IDA) Advisory Board.

The general business seat is currently held by Mr. Gene Davis from Alan Jay Ford. He has expressed interest in reappointment and has completed an application. Two other people have also completed applications: Ms. Rebecca Tucker with Front Line Roofing and Mr. Robert Abbott, a local farmer.

Each of the Commissioners ranked the three applicants for the Industrial Development Authority (IDA) Advisory Board.

Chair Melendy publicly thanked the applicants for applying to serve on this Board and noted the importance of boards like this for the County.

Commissioner Flores expressed his appreciation for the applicants and for people who are trying to serve their community through the giving of their time.

Chair Melendy continued with the next agenda item to allow staff to compile the ranking results.

14. COUNTY MANAGER NON-CONSENT

A. Legislative Appropriations Priorities:

County Manager Atchley informed the Board that they will receive the County's legislative packet at their December BOCC meeting for review. The legislative delegation hearing will take place in January 2025.

County Manager Atchley reviewed the priority focus points for this year's appropriations request:

- Hardee County Sheriff's Office (HSCO) new construction - administration:
  - To date the County has received nearly $12 million in state appropriations for building the new county jail
  - Another $2.5 million is needed on that project to complete the administration portion of the jail
  - On Thursday, November 14, 2024, the County closed on the 34-acre property for this site and is now the owner
- Hardee County Sheriff's Office (HCSO) new construction - jail - the second appropriations request for $25 million will go towards the jail portion of the HCSO construction
- Government Complex - a grant has been received to renovate property for expanding the court system, but before doing so a new multi-story government complex will need to be built to house administration, the commission chambers, property appraiser, and tax collector
- Pioneer Park:
  - A $5 million request was submitted last year for Pioneer Park reconstruction and expansion
  - $1 million was received for this project
  - The County will be pursuing the remaining $4 million in this year's request

Tri-County Medical Facility:
County Manager Atchley informed the Board that staff will be asking them to endorse and support a Polk County appropriations initiative of $6 million to go towards renovating and expanding the tri-county medical examiner facilities located in Winter Haven. This 20-year-old facility is used for the tri-county area of Polk, Highlands, and Hardee; the cost is expected to be about $16 million. All three counties will contribute towards the cost. The breakdown is expected to be: $500,000 contributed by Hardee County, $1.5 million contributed by Highlands County, and Polk County will cover the remaining $8 million plus an appropriations request of $6 million.

Chair Melendy expressed his appreciation for the mindset towards improvement in the County. He called for any questions or comments from the Board.

Commissioner Flores expressed that he is glad to hear that the property for the new HCSO complex has been purchased and closed on.

15. COUNTY ATTORNEY

County Attorney Johnston announced an executive session to be held on December 12, 2024, for a special litigation session to discuss settlement and negotiations or litigation strategy related to expenditures for Wauchula Sun, LLC vs. Hardee County.

16. OTHER BUSINESS

County Attorney Johnston noted that the County Manager had asked for an agenda item to be added to the end of this meeting to discuss the County Manager's spending limits for County business.

Chair Melendy opened the floor for discussion on this topic.

Commissioner Wells expressed that it seems counterproductive if the County Manager cannot spend what is necessary to keep things moving, i.e., the dump truck repair that exceeds $25,000. It is more than appropriate for him to be able to handle business that needs to be completed in a timely manner.

Chair Melendy stated that he is part of a group text with 40 other counties and plans to poll the group to see what spending limits are common in other counties.

County Manager Atchley noted that a $50,000.00 limit is pretty standard across the industry; if the Board would like to consider a temporary increase in the spending approval limit with the holidays approaching this would allow business to proceed without the need to bring it before the Board. County Manager Atchley noted that all expenses would still have to follow the established processes.

County Attorney Johnston noted that the Board could temporarily approve the County Manager to spend up to $50,000.00 with the provision that at the next regularly scheduled meeting those expenditures between $25,000 and $50,000 would be reported to the Board. This would allow for continued awareness of spending while still allowing County Manager Atchley to spend the necessary funds in urgent situations if required.

Commissioner Wells inquired if this is possible to accomplish today. County Attorney Johnston affirmed that is was.

Commissioner Flores expressed his support for this process.

Motion by Commissioner Wells that we allow Mr. Atchley to have 120 days for emergency up to $50,000.00 until we can get our policies and procedures together.

County Attorney Johnston advised the word "emergency" needed to be removed and suggested the motion be "temporarily authorize the manager to approve expenditures up to $50,000.00, with the provision that he reports back at the next regularly scheduled meeting for up to 120 days."

Commissioner Wells agreed with the changes to the wording of his motion and a second was given by Commissioner Flores.

Chair Melendy called for further discussion.

Commissioner Miller requested the motion be further amended by removing "120 days" and adding "March 31, 2025."

Commissioner Wells amended his motion to include "March 31, 2025" and Commissioner Flores amended his second to the motion.

Chair Melendy asked for clarification on the motion. County Attorney Johnston noted it is temporarily extending the County Manager's authority until March 31, 2025, by increasing the spending level from $25,000 to $50,000.

County Manager Atchley clarified the only policy change was to the spending level; none of the other policy changes or procedures were changing.

Chair Melendy called for further discussion. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Agenda Item Appointments 13B:

Chair Melendy read the Board's rankings into the record:

Commissioner Chancey – Robert Abbott (1), Rebekah Tucker (2), and Gene Davis (3)
Commissioner Miller – Rebekah Tucker (1), Gene Davis (2), and Robert Abbott (3)
Commissioner Flores – Rebekah Tucker (1), Robert Abbott (2), and Gene Davis (3)
Commissioner Wells – Robert Abbott (1), Gene Davis (2), and Rebekah Tucker (3)
Commissioner Melendy – Gene Davis (1), Rebekah Tucker (2), and Robert Abbott (3)

Chair Melendy opened the floor for a motion to accept Rebekah Tucker as the new appointment to the IDA.

Motion by Commissioner Wells and second by Commissioner Miller to accept Rebekah Tucker as the new member of the IDA.

Chair Melendy called for further discussion. None noted.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy announced Rebekah Tucker was selected to serve on the IDA (Industrial Development Authority) Board.

17. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Flores congratulated the new commissioners and expressed a desire for a good working relationship moving forward as they each strive to do what they feel is best for the community.

Commissioner Wells noted he was thankful to be a part of the Board, and he is looking forward to working with the Commissioners, County Manager, and County staff.

Commissioner Chancey echoed the ideas of other commissioners, noting that even though they may not all agree, the Board is working together to do what is best. He thanked County staff for their hard work.

Commissioner Miller expressed his excitement to serve and appreciation for the discussion, County staff, and their work and professionalism.

18. REMINDERS

- November 28-29, 2024 - County Offices Closed for Thanksgiving Holiday
- December 4-6, 2024 - FAC Legislative Conference
- December 7, 2024 - Hardee County Christmas Parade at 6:00 p.m.
- December 12, 2024 - BOCC Meeting at 8:30 a.m.
- December 14, 2024 - Movies Under the Stars at Pioneer Park
- December 20, 2024 - Employee Appreciation Luncheon at Noon
- December 24-25, 2024 - County Offices Closed for Christmas Holiday

19. ADJOURNMENT

With no further business, the meeting was adjourned at 1:32 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Offico Clerk
Board of County Commissioners



MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

December 12, 2024, at 9:00 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice-Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Present	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager/Budget & Finance Director	Present	
Christopher Simpron	Assistant County Manager/Public Works Director	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Laura Barker	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 9:05 a.m.

3. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

Chair Melendy opened the floor for a motion to approve the agenda.

Motion by Commissioner Flores and second by Commissioner Wells to approve the agenda.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

No meeting minutes were presented for Board approval.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

6. PROCLAMATIONS

No proclamation items were presented.

7. CONSENT AGENDA

No Consent Agenda items were presented for Board approval.

8. PRESENTATIONS

A. Florida Association of Counties (FAC) Stormy Skies Calendar Photo by Justin Battles:

Marketing & Tourism Manager, Lacey Webb, announced to the Board that Hardee County was chosen for the Florida Association of Counties "Stormy Skies" calendar. Hardee County is featured as the July photo; the photo was taken by Mr. Justin Battles and submitted by Parks and Recreation staff. Manager Webb provided a brief history of the FAC "Stormy Skies" calendar, noting that 16 of the 67 Florida counties are featured in the calendar, and 560 photos were submitted by 55 counties.

The full list of winners is available on the FAC website here: https://www.fl-counties.com/stormyskies/.

Chair Melendy and Commissioner Flores highlighted the honor it is for Hardee for Mr. Justin Battles' photo to be featured in the FAC calendar.

Manager Webb noted another community event update was to increase awareness of the parks program. On December 2, 2024, the Courthouse hosted "The Elves Did It" program as a contribution to the community from Team Hardee. There has been a lot of positive feedback from the public.

This coming Saturday December 14th will be the first drive-in movie event "Under the Stars at Pioneer Park;" Polar Express will be shown. This will be a three-part movie series and sponsors have been secured; Mosaic Fertilizer, LLC, (Mosaic) is the title sponsor with MidFlorida Credit Union being the popcorn sponsor. Free admission to the wildlife refuge will be offered on December 14th in connection with this event.

Hardee Lakes Park is part of the Florida Fishing Trail. Manager Webb showed a sneak-peek video of what is coming for Hardee Lakes Park that was also shown at the Florida Wildlife Commission (FWC) meeting on December 11, 2024. This is a partnership with Mosaic, Hardee County, and FWC; the fishing trail will be opened in 2025.

County Manager Atchley noted that Team Hardee was invited to attend the FWC meeting in Lakeland on December 11, 2024. The project will be promoted both state and nationwide by the Fish and Wildlife Commission as a premier bass fishing spot.

Chair Melendy thanked Manager Webb for her presentations and called for any comments or questions from the Board. None noted.

B. 2024 Florida Hurricane Disaster Recovery and Resilience Presentation:

Ms. Anna Nunez, Public Affairs Specialist, Office of Disaster Recovery and Resilience, U.S. Small Business Administration, made a presentation on the 2024 Florida Hurricane Disaster Recovery and Resilience connected with Hurricane Milton and Hurricane Helene.

Ms. Nunez thanked Emergency Management Director, Lane Schneider, for coordinating with the Small Business Administration (SBA). In times of disaster the SBA helps small businesses, nonprofits, homeowners, and renters with uninsured or underinsured disaster related losses. You do not have to own a small business to apply for an SBA disaster loan. She noted that Hardee County was declared a primary county in the Florida Presidential Disaster Declaration and is eligible for both physical and economic-injury disaster loans from the SBA.

Ms. Nunez highlighted the three types of SBA disaster loans that Hardee County residents can apply for:

1. Business physical disaster loans for up to $2 million
2. Home disaster loans for up to $500,000 to cover damage to primary residences and up to $100,000 for homeowners and renters to replace disaster damaged personal property
3. Economic injury disaster loans for up to $2 million to help small businesses and nonprofits to meet ordinary and necessary financial obligations

Benefits of an SBA loan: no fee to apply for a low fixed interest rate loan with terms up to 30 years, no payment and no interest for 12 months, no need to wait for insurance to settle before applying, funds are available to build back better and protect against future disasters. These types of loans are called mitigation loans.

The SBA has a Business Recovery and Assessment Center, i.e., a one-stop business assistance center, located in Tampa. It is open Monday through Friday 8 a.m.to 5:00 p.m., and Saturday from 9:00 a.m. to 2:00 p.m., at the Entrepreneur Collaborative Center, 2101 E. Palm Ave., Tampa, Florida, 33605.

The application deadline for physical damage loans has been extended to January 7, 2025, and the economic injury disaster loan application deadline has been extended to July 11, 2025.

Commissioner Chancey asked Ms. Nunez for any Hardee County data showing how many people have applied and what percentage was granted from Hurricanes Milton and Hurricane Helene. Ms. Nunez offered to get this information for the Board and noted that FEMA (Federal Emergency Management Agency) has separate numbers that she can also provide for the Board. The SBA works in partnership with FEMA and noted that if people receive rejection letters, they can help them find the answer as to why and resubmit the application.

Commissioner Miller inquired about the process for distributing this information to Hardee County residents. County Manager Atchley noted he cannot speak to the past, but any information being provided from here forward will be shared through the community development office, county website, and hard copy materials.

Chair Melendy thanked Ms. Nunez for bringing this information to their attention.

9. BUSINESS AGENDA - Quasi-Judicial Items:

No business agenda quasi-judicial items were presented.

10. BUSINESS AGENDA - Ordinances:

No business agenda ordinance items were presented.

11. BUSINESS AGENDA - Action Items:

A. Hardee County Clerk of Courts Records Disposition Documents:

Clerk Rogers informed the Board that it is necessary to have on public record the County's destruction of records that are listed according to the State of Florida's retention records. She noted that timelines for specific record types have been provided for the Board and include clerk accounting records, board accounting records, and courts' records.

Chair Melendy called for any questions from commissioners. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to approve the Records Disposition Documents for the Hardee County Board of County Commissioners, Hardee County Clerk of the Circuit Court, and Hardee County Clerk of the Circuit Court Judicial Records as presented.

Chair Melendy called for further discussion. None given.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

B. Opioid Agreement – Central Florida Behavioral Health Network, Inc.:

General Services Director, Lorie Ayers, presented an agreement with Central Florida Behavioral Health Network, Inc., (CFBHN) regarding an opioid settlement from several years ago. The request is to enter an agreement with the County to bring the funds directly to the County to be distributed to the community.

Chair Melendy called for any questions or comments from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Wells to approve Purchase Agreement PK300 between Central Florida Behavioral Health Network, Inc., and Hardee County Board of County Commissioners in the amount of $168,143 in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager and Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for further comments.

County Manager Atchley clarified that the request is for the County Manager or Chair to sign; both signatures are not required.

Commissioner Flores confirmed his motion was for the "County Manager or Chair."

Commissioner Chancey clarified that the county will be responsible for dispersing funds. Director Ayers affirmed this to be true.

Chair Melendy called for any further questions. None noted.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

NOTICE OF ATTORNEY-CLIENT SESSION:

County Attorney Johnston announced the Board would recess the meeting for an attorney-client session concerning circuit civil case Wauchula Sun, LLC, vs. Hardee County:

Pursuant to Fla. Stat. § 286.011 (8)(a), governing public meetings, there will be an attorney-client session beginning at 9:30 a.m., or shortly thereafter, on December 12, 2024, attended by Commission Chair Russell A. Melendy, Commission Vice-Chair Noey A. Flores, Commissioner Timothy Wells, Commissioner Kenneth Miller, Commissioner Donald Chancey, County Manager Terry Atchley, County Attorney Sarah Johnston, and Special Litigation Counsel Carlos Kelly as well as a court reporter.

The regular meeting of the Board of County Commissioners will be recessed for this session. These officials shall meet in private for approximately thirty (30) minutes. At the conclusion of the attorney-client session, the regular meeting shall be re-convened.

Chair Melendy recessed the meeting at 9:30 a.m.
Chair Melendy reconvened the meeting at 10:45 a.m.

C. Resolution 2025-13 - 2025 Legislative Packet:

General Services Director, Lorie Ayers, informed the Board that Resolution 2025-13 concerns the legislative packet that will be presented at the 2025 Legislative Session in January. She reminded the Board that County Manager Atchley reviewed some of the County requests and priorities at the previous Board meeting.

Chair Melendy inquired if the County Manager had any comments.

County Manager Atchley highlighted the packet contents including:

- $2 million appropriations request to complete the administration potion of the new Hardee County Sheriff's Office (HCSO)
- $25 million appropriations request to construct the jail side of the new HCSO
- $5 million appropriations for funding at Pioneer Park
- Funding for a multi-purpose government complex to house county administration, commission chambers, the property appraiser, and tax collector.

Chair Melendy called for any questions or comments from the Board.

Commissioner Wells inquired of the County Manager about what would happen with the old HCSO and jail. County Manager Atchley noted that the HSCO and jail are county owned properties. Once the new construction project has been completed and HSCO staff have vacated the old property, the Board will need to determine what could and should be done with the property; there is no predetermined purpose for the building. County Manager Atchley noted that repairs are needed to the current HCSO facilities.

Commissioner Miller inquired about funding for building modifications before the courts move into the current county administration building and commissioners' chambers. County Manager Atchley noted that the County currently has a $850,000 grant to be used towards this purpose; design and engineering work will begin after the first of the year to obtain an OPC to begin applying for grants for additional funding for construction.

County Manager Atchley noted he has received official notification that Hardee County will be supporting/endorsing a Polk County appropriations request for the expansion and renovations needed on the medical examiner/coroner's office (located in Winter Haven) for the tri-county area. He reminded the Board that Hardee County's contribution will be $500,000; staff have already begun looking for how and from where they can fund this project.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve Resolution 2025-13, a resolution of the Hardee County, Florida, relating to the 2025 Legislative Session; authorizing staff to prepare a legislative packet; identifying infrastructure and economic development issues, and providing for an effective date.

Chair Melendy called for further discussion from the Board. None noted.

Chair Melendy called for any public comment. None given.

County Manager Atchley reminded the Board to save the date for Wednesday, January 29, 2025, at 4:00 p.m. The Legislative Delegation Hearing meeting will be held at that time in the Commissioners' Chambers; all related agencies will be present as the legislative packet from the Board is presented to the legislative delegation.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

D. Request for Proposal (RFP) 24-018 Award Approval:

Community Development Director, Todd Miller, informed the Board of an award of the Request for Proposal (RFP) for the U.S. Highway 17 Economic Development Study. He noted that the County and The Development Group applied for a U.S. - EDA grant and were awarded a grant for $240,000 to conduct a study of the U.S. Highway 17 corridor.

Director Miller explained that two RFP bid packets were received; one was deemed incomplete, and the remaining RFP was from Kimley-Horn. A selection committee met on October 2, 2024, to review the bid response for completeness, responsiveness, and to score the bid. Members of the committee unanimously voted to award the bid to Kimley-Horn. The bid is for the amount of the $240,000 grant that was received; this will cover the cost of the study without taxpayers needing to fund it.

Chair Melendy called for any questions from Commissioners.

Commissioner Flores asked for an explanation of the recipient's share of the cost of $48,000. Director Miller explained that the grant is broken into a $192,000 grant award and a $48,000 match that will be covered by The Development Group.

Commissioner Miller noted that the proposal content is quite extensive and includes a cost of $243,400. Director Miller affirmed this number and stated that if the bid is awarded to Kimley-Horn, the details of this figure would be worked out in the contract negotiations; either the decision would be made for The Development Group to cover the additional cost, or the price would be reduced by Kimley-Horn to match the $240,000 grant.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the award of Request for Proposal (RFP) 24-018 for the U.S. Highway 17 Economic Development Study to Kimley-Horn, subject to approval by the County Attorney, and authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for further comments from the Board. None noted.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

E. Fiscal Year 2021-2022 Uncollected Ambulance Bill Write-Offs:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, reminded the Board that in his first year as Fire Chief he received direction from the Board to develop a plan to improve the numbers related to uncollected ambulance bills. Typically, the County writes off uncollected debts after a two-year time period.

Chief Dasher noted that the solution to mitigating this problem is long-term and multifaceted. As part of this solution, the County now participates in the Public Emergency Medical Transport - MCO Revenue Program (PEMT-MCO), a supplemental federal-level program. Hardee County participated in this program in 2019 for the first year and again in 2021. He explained that sometimes bills are unpaid for multiple reasons including the patient not paying, Medicare/Medicaid only paying up to a certain amount or an insurance plan that only covers a specific amount.

The uncollected amount for FY 2021-2022 is $419,000, which is high. The County has hired a billing clerk who begins work on January 6, 2025, and will help to follow up on unpaid bills in the future. A collection agency is also going to be pursued as an option for the county, but internal policies must be developed regarding percentages for collection.

Chair Melendy called for any questions or clarity needed.

Commissioner Flores noted the ongoing nature of the unpaid ambulance bills. He inquired about the county's approach to filing deadlines for Medicare/Medicaid.

Chief Dasher noted that this is not an issue because the PEMT-MCO program handles this for the county. He noted that Medicaid pays a flat fee (determined annually) regardless of the ambulance bill. The difference between 2021/2022 and 2022/2023 write off amounts is significant because of the benefits gained from these programs; next year it will be a lower amount for the county to pay.

Chief Dasher noted that each ambulance call costs the county about $1,500. The current Florida average rate for ambulance bill collections is 60%. For FY 2021-2022, Hardee County collected approximately 63 percent, which leaves a write-off of 37 percent.

Commissioner Wells inquired about other counties of similar size and their collection rates; he affirmed the benefits of using a collections agency. Chief Dasher noted that for the rate of comparison he compares Hardee with Dixie County; Dixie County does all of their billing and collection in-house using three employees. Hardee County uses a third-party billing company, which is an asset for auditing. Dixie County utilizes a collections' agency.

Commissioner Chancey inquired if the collection numbers are better related to automobile accidents than ambulances. Chief Dasher noted that the biggest issue are the unknowns (not automobile or private insurance); unknowns include things like is the patient deceased, what specific plan of Medicare do they have. Having a billing clerk who can dedicate time to following up on these unknowns will hopefully help decrease this line-item.

Commissioner Miller inquired as to how fees are set for ambulance charges. Chief Dasher noted the process involves a combination of comparison with other counties and considering the cost of doing business, combined with recommendations from the third-party billing company for advice on what the county should be charging. He affirmed that the county could reassess the current charges when fee schedules are evaluated as medical equipment costs are increasing and costly.

County Manager Atchley noted that fee schedules for services in the county are reviewed annually during the budgeting process; the fee schedules are then brought before the Board for review and approval.

Commissioner Flores inquired if the county automatically sends a firetruck and ambulance to all car accident calls. Chief Dasher explained that there is a matrix; he noted that a firetruck and ambulance are automatically sent to accidents and explained some of the rationale behind this action.

County Manager Atchley asked Chief Dasher, who establishes the criteria for protocol related to the matrix, to expand on the matrix information. Chief Dasher explained that the deputy chief and himself are responsible and coordinate that with the dispatch coordinator at the sheriff's office.

Commissioner Chancey inquired if the fire truck is billed when both firetruck and ambulance are sent to an accident, but fire services are not needed. Chief Dasher noted that the firetruck is not billed.

Chair Melendy called for a motion if there are no further questions.

Motion by Commissioner Flores and second by Commissioner Wells to approve the write-off of Fiscal Year 2021-2022 Uncollected Ambulance Bills, in the amount not to exceed $408,651.

Chair Melendy called for further discussion. None noted.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

F. Resolution 2025-15 - Commerce Park Communications Tower Easement for Electrical Services Installation:

Capital Projects Manager, Bobby Keene, presented Resolution 2025-15, that grants Peace River Electric Cooperative, Inc., a right-of-way easement for electrical services installation for the Commerce Park communications tower. Manager Keene detailed for the Board the location of the tower.

Chair Melendy called for any questions or comments from the Board. None noted.

Motion by Commissioner Miller and second by Commissioner Chancey to approve Resolution 2025-15, a resolution of the Board of County Commissioners of Hardee County, Florida, hereby grant unto Peace River Electric Cooperative, Inc., and to its successors or assigns, the perpetual right to enter upon lands over, across and/or under a strip of land 30 feet wide lying 15 feet on either side of the power line as constructed at Commerce Park to extent said land is owned by the Hardee County BOCC; and authorizing the County Manager or Chair to execute and grant right-of-way easement for the sum of $1.00 and other good and valuable considerations; providing for authorization, and providing for an effective date.

Chair Melendy called for further Board discussion. None noted.

Chair Melendy called for public discussion. None given.

County Manager Atchley informed the Board that the structure of the new communications tower at Pioneer Park is now in place.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

G. Resolution 2025-14 - Pioneer Park Communications Tower Easement for Electrical Services Installation:

Capital Projects Manager, Bobby Keene, presented Resolution 2025-14, that grants Peace River Electric Cooperative, Inc., a right-of-way easement for electrical services installation for the Pioneer Park communications tower.

Manager Keene provided an update informing the Board that the 400-foot mark for this tower was achieved on Tuesday, December 10, 2024. The structure to house the electrical components was installed today Thursday, December 12, 2024.

Chair Melendy called for any questions or comments from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Chancey and second by Commissioner Miller to approve Resolution 2025-14, a resolution of the Board of County Commissioners of Hardee County, Florida, hereby grant unto Peace River Electric Cooperative, Inc., and its successors or assigns, the perpetual right to enter upon lands over, across and/or under a strip of land 30 feet wide lying 15 feet on either side of the power line as constructed at Pioneer Park to extent said land is owned by Hardee County BOCC; and authorizing the County Manager or Chair to execute and grant right-of-way easement for the sum of $1.00 and other good and valuable considerations; providing for authorization, and providing for an effective date.

Chair Melendy called for further Board discussion. None noted.

Chair Melendy called for any public discussion. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

H. Resthaven Property Sale:

Capital Projects Manager, Bobby Keene, informed the Board that staff are seeking Board direction to move ahead with the sale of the Resthaven property. He provided a summary of what has been doing regarding the property since it has been vacated:

- March 21, 2024 - County Manager Atchley requested approval to proceed with the actions needed to prepare the property for sale. Following the approval, County staff worked to meet requirements and prepare the property
- May 14, 2024 - County staff utilized the continuing services agreement with CivilSurv Design Group to obtain Professional Surveying and Mapping services
- October 8, 2024 - The boundary survey was completed and provided to the County
- October 5, 2024 - A final appraisal report from Charles R. Cowart & Associates was submitted to the County with a rounded sum of $345,000

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores expressed his concern that the appraisal price received by the County is low. He noted that the comparables used in the appraisal were old and the prices of the comparables were lower. He does not feel the $345,000 is indicative of the value of the property, especially when compared to recent sales of nearby properties.

Manager Keene noted that the initial appraisal price was higher, but when the cost of needed repairs was taken into consideration, the appraisal price was reduced to sell the property as is.

Commissioner Flores noted that the price per square foot is $30, but perhaps it should have been closer to $100 per square foot; at this price considering the building alone is 11,000 square feet, this comes to $1.1 million not including the five acres of land. Even considering depreciation of the property and needed repairs, the cost of $30/square foot is low.

Assistant County Manager Simpron informed the Board that he talked with the appraiser who noted that the building cannot be sold as an assisted living facility (ALF) because it does not meet the criteria of this type of facility.

Commissioner Wells inquired as to the detracting factors for Resthaven being an ALF. Assistant County Manager Simpron noted that many improvements need to be made to each room: floors and bathrooms replaced, as they are not up to the required standards for an ALF. He explained that the appraiser changed the appraisal from $800,000 to $345,000, due to these issues.

County Manager Atchley noted deficiencies related to access, bathrooms, the kitchen, etc., as not being ADA (*Americans with Disabilities Act)* compliant.

Commissioner Wells noted that the property could be sold as a former assisted living facility and expressed his agreement with Commissioner Flores that the property being undervalued at $345,000.

Commissioner Chancey noted that after Hurricane Charley there were extensive and expensive repairs done at Resthaven. He expressed that many voters are not happy about the situation with Resthaven and inquired as to what the money would be used for if the property is sold.

County Manager Atchley expressed that up to now there are no specific plans; the Board will make the final decision, and staff will bring ideas before the Board after the property is sold.

Commissioner Chancey echoed Commissioner Flores and Commissioner Wells and stated that the appraisal price seems low for this County asset.

County Manager Atchley expressed to the Board that it would be staff's recommendation to utilize the GovDeals.com.com program for the sale of the property. He noted that it would be advertised locally, but also nationally. A base price or minimum bid can be set with GovDeals.com. No one has officially approached the County regarding the purchase of this property.

Commissioner Flores highlighted some of the comparable properties. He noted that the old rehab center sold for $875,000 and expressed that he believes the Resthaven property could/would sell for more than the appraisal. Resthaven has a lot of history and sentimental value for the County, and he does not want to undervalue that.

Chair Melendy stated that the direction from the Board was to get an appraisal, which the County has done. This does not mean this is what the property will be listed for. He noted that to date there has been no formal bid or request.

County Manager Atchley noted that the County has had expenses related to determining legal boundaries, had to remove squatters and invested money in a potable water system in order to keep the property in a position to sell. He expressed that staff, at the Board's discretion, can obtain another appraisal if desired, list the property for bid, noting that the Board can reject any and all bids, or go in a different direction.

County Attorney Johnston noted the purpose of the appraisal was to provide a baseline minimum value for the Board; Resthaven is public property and there is a statute that governs how this public property is sold. A base amount can be set, but any offers will have to be accepted or rejected by the Board in order to execute the sale.

Chair Melendy noted the Board's discretion to sell or not, to utilize GovDeals.com or not, etc.

Commissioner Flores expressed that he was thinking of marketing the property locally first due to the historical significance.

County Attorney Johnston expressed that this would require an RFP process to obtain a realtor, then the property would be listed. She explained it is not practical to limit the process in this way.

Commissioner Wells inquired about a number that the Board is not willing to accept less than.

Chair Melendy noted the appraised value plus County expenses would be around $360,000.

Commissioner Wells expressed his idea of asking $750,000 for the property.

County Manager Atchley noted that there must be a way of connecting the minimum price to something, i.e., appraisal and invested costs.

Commissioner Chancey inquired about the property appraisers' evaluation. Commissioner Flores stated the assessed value was around $600,000 with an appraised value close to $1.3 million.

Commissioner Chancey asked if the County's property appraiser value is sufficient to justify the number. County Attorney Johnston noted that she is not a realtor. Commissioner Chancey inquired if legally the Board could use that value to set the minimum value with GovDeals.com She noted there is no legal requirements or minimum; legally the County must have an appraisal, but can set the value as they see fit.

Commissioner Flores noted that the 40 acres adjacent to Resthaven was divided into 5-acre tracts that are priced at $148,000 just for the land. The appraiser used the original land sale of the 40-acres, but since the appraisal that property has been divided and the 5-acres are selling for more. He expressed a willingness to table the discussion until they could determine a

more accurate number for the 11,000 square foot building and five acres; even if it's not being sold as an ALF, it is still a large property with acreage. Commissioner Flores stated that he would value the property at $800,000.

Commissioner Wells inquired if they could move to table the discussion.

County Manager Atchley noted that he needs direction from the Board. If they are going to continue the conversation, what does the Board want staff to do?

Chair Melendy noted that the County is incurring expenses for the property.

Commissioner Miller stated he thinks the property should not be marketed as an assisted living facility; the appraisal is based on the property as is, not as an ALF. He suggested setting a fair price and moving forward.

Commissioner Flores noted the appraisal is based on the building; the area and zoning will need to be considered in light of the sale and future of the property. He expressed that tabling the discussion until January would give the new commissioners a chance to see the property. Commissioner Flores expressed he is ready to move forward, but not at a sale price of $345,000.

County Manager Atchley stated that the Board will either need to accept the appraisal as the appraised value for the property or staff will need to seek another appraisal. He noted that other appraisers were 90 days out for being able to conduct an appraisal.

Commissioner Melendy inquired of Commissioner Wells what he would like to do.

Commissioner Wells removed his idea of tabling the discussion and suggested putting a price of $800,000 on the property at GovDeals.com

Commissioner Chancey inquired if a second appraisal is necessary. County Manager Atchley stated that if the Board does not want to accept the current appraisal, then staff will need to seek another appraisal.

Commissioner Chancey stated his agreement with the price of $799,000 for the property on GovDeals.com

County Manager Atchley noted there are still steps to the process such as creating a resolution, and deciding how long to let the bidding run, etc.

Commissioner Flores expressed his agreement with the price of $799,000, rather than $800,000 and noted he will second moving forward with the process.

Chair Melendy clarified the wording of the motion.

Motion by Commissioner Wells and second by Commissioner Flores that we direct staff to proceed marketing it through GovDeals.com at $799,000.

County Manager Atchley asked for clarification regarding the timing of the advertisement.

County Attorney Johnston clarified the motion was to direct staff to advertise the property with a minimum of $799,000 on GovDeals.com and bring back an update on the status of it at the February meeting.

Commissioner Wells affirmed this clarification.

Chair Melendy called for any further discussion from the Board or staff. None noted.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

County Manager Atchley invited the commissioners, who would like to see the property, to contact staff to set up a tour.

I. Demolition of the County Owned Property located at 219 South 10th Avenue, Wauchula:

Capital Projects Manager, Bobby Keene, and Budget Manager, Diane Moore, presented a request for the demolition of a county owned property at 219 South 10th Avenue. Manager Keene explained that this demolition is part of the site preparations for the multi-purpose county government building and new EOC (Emergency Operations Center) that will be built. Staff have been working with the City of Wauchula as well as the County building and general services department to follow all permitting requirements to move forward with the demolition.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores stated that the County has received funds for the planning, development, and engineering of the multi-purpose government building. County Manager Atchley noted that they have applied for funds that will be received in the upcoming legislative year. It was included in the submission this past year, but no funds were received; he explained that the EOC building that will be built is fully funded.

County Manager Atchley explained that the home at 219 South 10th Avenue was most recently used as a warehouse for SendMeMissions, Inc. If it were to ever be used again as a residence, it would require renovation. Eventually it will need to be torn down and to do so now removes it from the County's insurance roll.

Commissioner Miller inquired about the demolition process and if it would be funded by a grant. County Manager Atchley noted that the demolition will be carried out in-house though the County will need to apply for permits.

County Manager Atchley remined the Board that there had been a white building on adjacent property to the 219 South 10th Avenue building; that building has been torn down and trees removed to prepare for new construction of County buildings.

Chair Melendy called for any questions or comments from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Wells and second by Commissioner Chancey to approve the demolition of the county property and driveway located at 219 South 10th Avenue, Wauchula, FL; subject to approval by the County Attorney; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any further Board discussion. None given.

Chair Melendy called for any public comment. None given.

Chair Melendy called for any further staff input. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

J. Fixed Asset Transfer and Disposal:

Budget Manager, Diane Moore, presented the County's fixed asset transfers and disposals.

She noted for the Board that included in the resolution is a form to dispose of the property and driveway at 219 South 10th Avenue, Wauchula, FL. The County will transfer four Ford Ranger trucks to facilities and a Sterling Semi to fleet maintenance; other items will be sent to auction:

- PRC #196-A 2010 Ford Ranger 4x2 to Facilities Department
- PRC #197-A 2010 Ford Ranger 4x2 to Facilities Department
- PRC #172-L 2011 Ford Ranger to Facilities Department
- PRC# 195-A 2009 Ford Ranger 4x2 to Facilities Department
- PRC #106 2006 Sterling Semi to Auction
- PRC #289-B Canoe Trailer to Auction
- PRC #253-B 2013 Land Pride 10 Ft Mower to Auction
- PRC#290-B John Deere 15 Ft Mower to Auction
- PRC #194-B 2002 John Deere Tractor to Auction

- PRC #43 1995 Volvo GM 9000 Semi to Auction
- PRC #140-A 2004 Ford F-150 4x4 to Auction
- PRC #165-B 1998 Ford 6610S Tractor to Auction
- PRC#168-A 2011 Ford Explorer to Auction
- PRC#219-B 2005 CAT 416D Backhoe/Loader to Auction
- PRC#195-B 2002 Athens 55 Disk to Auction
- N/A C&G Fueling Station to Auction

Chair Melendy called for any questions on the transfers or disposals. None given.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancy to approve the fixed asset transfers and disposals as presented.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

K. Budget Operating Amendment(s):

Budget Manager, Diane Moore, presented one operating amendment to the Board related to mosquito control. The amendment increases the budget for Fiscal Year 2025/2026 reflecting Florida Department of Agricultural and Consumer Services Grant #31809 in the amount of $27,745.12.

Chair Melendy called for questions from the Board. None given.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the operating amendments as presented.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

12. APPOINTMENTS

No appointment items were presented.

13. COUNTY MANAGER NON-CONSENT

A. Intent to Bid (ITB) for Insurance Provider:

County Manager Atchley requested Board approval of the Insurance Committee recommendation for an ITB for an insurance provider. He provided a brief history of the County's ITB process for an agent of record, noting that Accentria had been the agent of record and was approved to continue in this role. The Insurance Committee is now also recommending that the County go to market for an insurance provider.

County Manager Atchley noted that the Insurance Committee will be meeting tomorrow.

Chair Melendy affirmed that there is a timeframe for this type of process. He called for any questions from Commissioners.

Commissioner Flores asked for clarification, noting that United Healthcare is the insurance provider and Accentria was chosen last year as the agent of record. County Manager Atchley affirmed this to be true and explained the process for agent of record.

Chair Melendy called for further discussion.

Commissioner Miller asked for clarification if this insurance is only for healthcare. County Manager Atchley affirmed this to be true.

Chair Melendy opened the floor for a motion.

Motion by Commissioner Wells and second by Commissioner Miller to approve the recommendation by the Insurance Committee to move forward with an Intent to Bid (ITB) for an insurance provider.

Chair Melendy called for any further Board discussion. None given.

Chair Melendy called for any further staff input. None given.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

14. COUNTY ATTORNEY

No other comments were given by County Attorney Johnston.

15. OTHER BUSINESS

No other business was presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Chancey updated the Board about a call from someone regarding their water bill and the recent rate increases. He inquired if this specific increase reflected the overall rate increase and asked if a public meeting was hosted that allowed the public to be informed and ask questions.

County Manager Atchley noted that staff are receiving similar calls and are going over the detailed bill with customers to ensure that the increase is correct. He explained that some of the larger consumers had old agreements in place that have now expired, which has led to significant increases. All utility customers received notifications inviting their participation in public workshops and hearings regarding the proposed rate increase.

Commissioner Flores stated that he has been receiving calls regarding debris collection and specific roadways. County Manager Atchley expressed that staff have been receiving calls and have addressed individual needs. Commissioner Flores noted that Steve Road near Griffin Road and Highway 64 has trees in the road that need to be addressed.

County Manager Atchley informed the Board that there have been inquiries made about cold weather shelters; the County does not open cold weather shelters. He noted that according to the rules if the temperature drops to 28 degrees the Sheriff's Office would be responsible for taking the lead on getting someone to open cold weather shelters for anyone seeking or needing it.

17. REMINDERS

Chair Melendy reviewed the following reminders:

- December 14 - movie in the park at Pioneer Park
- December 20th - Employee Appreciation Luncheon at Noon
- December 24th through 25th - County Offices Closed for Christmas Holiday
- January 1st - County Offices Closed in Observance of New Years
- January 2nd - BOCC Workshop at 8:30 a.m.

18. ADJOURNMENT

With no further business, the meeting was adjourned at 12:21 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners



MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

January 16, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chairman	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chairman	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Jessica Santibanez	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:31 a.m.

3. APPROVAL OF THE AGENDA: ADDITIONS, DELETIONS, AND AMENDMENTS

Chair Melendy called for a motion to approve today's agenda.

Motion by Commissioner Flores and second by Commissioner Miller to approve the agenda.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

A. BOCC Regular Meeting Minutes of June 20, 2024, at 8:30 a.m.
BOCC Workshop Session Minutes of July 15, 2024, at 8:30 a.m.
BOCC Budget Workshop Minutes of July 16, 2024, at 8:30 a.m.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the minutes as presented.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

6. PROCLAMATIONS

A. Proclamation Declaring January 2025, as "Human Trafficking Awareness Month":

Ms. Misty Audra Sperry, Hardee County Sheriff's Office, read the proclamation for the record.

Chair Melendy called for Commissioner questions or comments.

Commissioner Flores and Chair Melendy thanked the Hardee County Sheriff's Office for bringing awareness to the issue.

Chair Melendy opened for a motion.

Motion by Commissioner Chancey and second by Commissioner Wells to approve this proclamation.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

7. CONSENT AGENDA

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the Consent Agenda as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Request for Board approval of the following:

A. Motion to approve the agreement between the County and State of Florida, Department of Commerce, in the amount of $1 million, for Pioneer Park infrastructure improvements in substantially the attached form, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided in the agreement.

B. Motion to approve Resolution 2025-24, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the replacement of Center Hill Bridge, providing for severability, and providing for an effective date. ($1,827,531.00 – County Incentive Grant Program (CIGP))

8. PRESENTATIONS

A. Crisis Stabilization Unit (CSU) and Detox Unit for Hardee, Highlands, and DeSoto Counties:

Mr. Donn Van Stee, Tri County Human Services, Inc. (Tri-County), provided the following presentation for the Board:

- Identifying the Need:
  - Throughout the years the community need has grown with the impact of individuals who were and are Baker or Marchman Acted and transported to the Lakeland area or facilities on the west coast of Florida for treatment and services. This has continued to cause a great strain on local law enforcement for many years, to transport these individuals to the nearest facility outside the local community, taking valuable law enforcement hours to complete the transport and return to their duty station
  - The need for localized CSU (Crisi Stabilization Unit)/Detox services within the growing community has been identified and is now very clear
  - Tri-County solicited support from community leaders in Hardee County to discuss our desire:
    - Through efforts of former Senator Denise Grimsley, Senate President Ben Albritton, Representative Kaylee Tuck, and others Tri-County received $5.2 million to build a facility in Wauchula/Hardee County
    - This facility will house a total of 20 beds, with 10 CSU and 10 detox beds for adults (housing adolescents is still under consideration)
    - This program has the support of the Sheriffs in Hardee, Highlands, and DeSoto counties
- Advantages to the Community:
  - Less travel time for law enforcement away from the community to transport an outside CSU/Detox

- More time for law enforcement to be in the communities instead of transporting
- Better utilization of behavioral health services already in the community
- Better coordination of services between the CSU/Detox and available local services such as hospitals, pharmacies, primary care physicians, and local coalitions
- Local data of people served not combined with other counties (admitting diagnosis, readmissions, and referrals to other outside resources, including the state hospitals)
- Local community benefits regarding spending on goods and services

- Identified Challenges in Operating the Facility:
  - Seeking the following qualified staff to work in a rural community environment:
    - Psychiatrist – one
    - Physician assistants and/or APRN (Advanced Practice Registered Nurse) – two to three
    - Nurses – three to four
    - Clinical staff – one to three
    - Medical/clinical support staff – ten to twelve
  - What are our goals to meet those challenges?
    - Pursuing recurring funding through the Department of Children and Families through our managing entity Central Florida Behavioral Network (we anticipate that we may receive about half of the annual recurring budget from them)
    - Secure contracts from private insurance companies for beds occupied by insured lives (CSU and detox beds) (we are anticipating that this will account for one-third of the annual expenses)
    - Utilize Medicaid and Medicare programs as appropriate
    - Seeking support from the local hospitals, the mines in the area, and other support industries
- Annual Operating Costs for the Facility:
  - The annual operating budget identifies about $3.5 million in annual expenses (salaries, supplies, food, security, maintenance, technology, insurance, pharmacy, and utilities)
  - Annual inflationary impacts will add more expense over the future years
  - What are our goals to meet these challenges?
    - Seeking recurring support from the local County Commissioners (Hardee, Highlands, and DeSoto). We are hoping with match funding, Tri-County will receive about $1 million, collectively from the three counties
    - Seek supplemental appropriations from the State Legislature if funding falls short
    - This facility:
      - Is it critically needed in the community
      - Will be an economic boost to the local community, with local dollars spent
      - Will help keep law enforcement in the community and not transport to a facility over an hour or more away
    - Data showing our local needs to the State will help secure funding for other critical needs in the future
    - The time is now to make this work

Chair Melendy thanked Mr. Van Stee for his presentation and opened the floor for questions or comments from Commissioners.

Commissioner Miller requested the amount of funding the County currently provides to Tri-County. Mr. Van Stee noted Tri-County currently receives in-kind services (rent-free) of office space located within the Hardee County Health Department; no cash dollars are received from the county. There is no budget impact on the county.

Commissioner Miller inquired about the maintenance costs for the new building and who is responsible for providing this maintenance. Mr. Van Stee explained that Tri-County will be responsible for maintaining the building (inside and out) as well as the immediate grounds surrounding the building; access roads to the facility would be the county's responsibility.

County Attorney Johnston clarified that currently there is no agreement between Hardee County and Tri-County Services for this building; any agreement would come before the Board for approval.

Mr. Van Stee informed the Board that Tri-County's out-patient services in Hardee County currently serve about 80 new people each month: approximately 3,600 billable units. This number has grown in 2024, both in the number of walk-ins as well as the number of referrals.

Commissioner Miller expressed his support for the project and inquired about the potential cost share with Highlands and Desoto counties. Mr. Van Stee noted that the Highlands County Board understood that their numbers were greater; therefore, their cost share would be higher. He explained the reasoning why the location would be in Hardee versus Highlands or Desoto counties.

Commissioner Wells asked for an approximate potential cost for Hardee County. Mr. Van Stee explained that the initial approximate amount was $300,000 annually, but he does not think now that it will cost this much.

Commissioner Flores inquired about the details of the property being a county asset and insurance, etc. County Manager Atchley noted that the details of the arrangement still need to be worked out regarding limitations, etc. He noted that these details would need to be addressed before a contract was brought before the Board.

Chair Melendy expressed that no specific action is required today by the Board.

Commissioner Chancey inquired about the funding and plan to cover any financial shortfalls. Mr. Van Stee explained how Tri-County has worked to be financially independent, including marketing and raising funds to cover their services; he explained the difficulties in raising funds for behavioral health issues and highlighted ways they are working to fundraise.

Commissioner Chancey inquired as to how services are covered financially if one of the three counties is unable to pay. Mr. Van Stee noted that state funds can be used and explained this type of situation.

Chair Melendy thanked Mr. Van Stee for the presentation and expressed that the Board is looking forward to the ways the County will cooperate with Tri-County Services on this project.

9. BUSINESS AGENDA - Quasi-Judicial Items:

A. Variance Request - Hardee County Grants Management Department:

County Attorney Johnston explained the BCC General Rules of Procedure:

- Quasi-Judicial Proceedings:
  - Decisions of the Board must be supported by substantial and competent evidence presented to the Board during the hearing
  - Substantial and competent evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion
  - In rendering its decision, the Board will rely solely upon testimony and evidence, which is relevant, material, and fact-based
  - Any testimony given in the form of an opinion will not be relied upon, unless given by a qualified witness
  - The applicant as well as the County shall have the right to give testimony, present evidence, and witnesses
  - The applicant, the Board, and any interested parties shall be given an opportunity to ask any questions of witnesses
  - Any person who wishes to testify shall be administered an oath to swear or affirm to tell the truth

County Attorney Johnston administered the oath of witness to those who wished to offer testimony.

Deputy Clerk Jessica Santibanez read the ex parte disclosures to the Board asking "has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Community Development Director, Todd Miller, informed the Board of a variance request on behalf of property owners, Delana Herrin and Johnnie Brown. The request is to reduce the front and rear setbacks on a 0.5 lot of record located at 3992 E Main Street, Wauchula; the property is zoned A1 - Agricultural and has an Agricultural Future Land Use designation, as do all surrounding properties. Because the lot is only 108 feet deep, it is essentially an unbuildable lot when front and rear 50-feet setbacks are taken into consideration.

The Grants Management Department has worked with the applicant to secure Hurricane Recovery Funds to replace the structure as it was damaged in Hurricane Ian. The request is to reduce the front setback from 50 feet to 40 feet and the rear setback from 50 feet to 42 feet. Staff have reviewed the application and are recommending approval.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores expressed concern regarding the setback due to the road being a highly trafficked road; can the front 50 feet of setback remain, and the distance be taken from the rear setback.

Director Miller deferred to Accounting Specialist, Tapanga Arana, who noted that both the well and septic tank on this property are located in the back. The septic tank could be moved to the side, but the well was replaced five years ago.

Chair Melendy expressed that he does not see a reason to delay this project.

Commissioner Chancey inquired about the distance required between the well and septic tank and the structure. He noted that if East Main Street was to become a four-lane road having a 50-foot uniform setback would be preferred.

Commissioner Wells inquired about the location of the well. Accounting Specialist Arana noted that the well is located along the construction line at the back of the property and the septic tank can be moved to the front.

Chair Melendy inquired if the request to move the setback is coming from the homeowner or the engineer. Accounting Specialist Arana noted that the plan as presented was drawn up by the engineer and would need a new design plan from the engineering department. Chair Melendy asked who would cover the cost of the new design plan. Accounting Specialist Arana explained that the grant would cover the cost (approximately $1,500), but this is taken from the maximum allowable building cost.

Commissioner Miller proposed that the right of way plus the setback allows enough space for this request.

Commissioner Flores noted that the possibility of a potential four-lane of East Main Street along with the uniformity of 50-foot setbacks is a concern for him.

Accounting Specialist Arana noted that the work is being completed by a volunteer group who are ready to begin work on the home and will be working in the county until March 2025. They are attempting to complete one renovation and two rebuilds.

Chair Melendy expressed his support for moving forward with the plans as presented.

Commissioner Chancey inquired as to why staff needed to contract with someone in Ft. Myers regarding the septic tank. Accounting Specialist Arana explained that the septic tank needed to be inspected to see if it was usable, which required a company with the capability to bring in their own water to flush through the system as there is no water turned on at the property. The permitting of the new septic tank will be done locally.

County Manager Atchley explained the necessary grant requirements regarding the use of the funding for construction, noting that the state requirements call for an engineered site plan.

Commissioner Flores inquired about the cost for re-engineering a new site plan that would move the home back 10 feet and the septic tank to the front.

Commissioner Wells emphasized the need to complete the project in a timely manner due to the use of volunteers who are on hand to begin construction.

Commissioner Chancey inquired if moving the septic tank required a re-engineered plan if the location of the home was not moved, but the septic tank was relocated to the front. Accounting Specialist Arana confirmed that the septic tank location can be moved, but the volunteers must follow the plan for the location of the home. She noted that the biggest concern is the amount of time required to change the plan because the volunteers' time is limited and if they have to leave before the project is complete then a contractor will need to be hired, and a special exception requested from the Board. This scenario happened during a previous home build.

Commissioner Chancey inquired about the surrounding properties and whether or not the setbacks are uniform. Director Miller noted that he did not have exact figures, but it is likely that not all of the surrounding properties maintain a 50-foot setback.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve the variance request from the Hardee County Grants Management Department, authorizing the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for public comment. None given.

Chair Melendy called for further discussion from the Board.

Commissioner Chancey stated that he is leaning towards moving forward with the site plan as given to save time and money.

County Manager Atchley noted that Accounting Specialist Arana is new at her job, but is doing amazing work.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

10. BUSINESS AGENDA - Ordinances:

A. Fire Prevention Ordinance 2025-01:

County Attorney Johnston began the discussion with a general overview of the ordinance. She stated that Ordinance 2025-01 creates Chapter 15 of the Hardee County Code of Ordinances "Fire Prevention and Protection" to provide guidelines for fire prevention, providing for enforcement, imposition of penalties, and administrative fines.

Substantive changes to the code of ordinances related to fire prevention and protection include:

- Some of these items were included in several ordinances, but the goal was to group them together within the code of ordinance
- One goal was to clarify authority in line with statutory requirements; language was added to subject this to the existing code enforcement process
- Abatement for specific emergencies and emergency items was added to the code
- A section on Fire Safety Inspections was included
- Regulations for fire lanes, dead ends, and key box lock systems, etc., was added
- Fire alarm systems' regulations were included
- Guidelines for fireworks
- Defining minimum inspection frequency, etc.

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, affirmed that the goal was to revise the language to ensure consistency with the State of Florida requirements as well as streamline processes to avoid roadblocks and timing related to the burn ban.

Chair Melendy called for questions or comments from the Board.

Commissioner Chancey inquired about how inspection fees are collected and where the money "goes;" why fire inspections are paid for as a separate assessment on commercial buildings.

Chief Dasher explained that fees are collected in person or by mail at Fire Station One; there is not currently an online advance payment process though this is the goal along with EMS (Emergency Medical Services) billing. The fees are set on an annual basis and were last adopted by resolution in October 2024.

County Attorney Johnston noted that there is Fire Assessment Ordinance that addresses Commissioner Chancey's question; that information is not included in this ordinance.

Chief Dasher explained that fire inspections are mandated by the Florida Fire Prevention code based on occupancy level frequency. He affirmed that this excludes residential and applies only to businesses.

Commissioner Chancey inquired as to why businesses are paying for fire inspections when their taxes pay for the fire department/salaries. Chief Dasher noted that what is paid for through taxes is fire suppression and capabilities, not fire prevention. He explained that Fire and EMS are two different budgets with some overlap for services shared. Prevention fees alone do not cover the salary cost of the employee responsible for fire inspections.

County Attorney Johnston explained that fire assessment fees offset costs; they do not fully fund. She referenced the ordinance that was created for the fire prevention services; fees go towards physical construction, reconstruction, salaries, labor and materials for facilities, fuel, parts and supplies, computers, and services, etc. The assessments are broadly applied towards fire, but do not cover it completely; they offset costs.

County Attorney Johnston reiterated that the purpose of this ordinance is not to impose a fee; the fee is pre-existing and reviewed annually. The purpose of this ordinance is to clarify the requirements of the fire prevention assessment.

Chair Melendy called for any further questions or comments. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Melendy to approve the first reading of Ordinance 2025-01, an ordinance of the Board of County Commissioners of Hardee County, Florida, creating Chapter 15 of the Hardee County Code of Ordinances, "Fire Prevention and Protection" to provide guidelines for fire prevention; providing for enforcement, imposition of penalties and administrative fines; providing for repeal, conflicts, severability, codification, and for an effective date.

Chair Melendy called for public comment. None given.

Motion carried 3 to 2.
Ayes – Wells, Melendy, and Miller
Nays – Flores and Chancey

Chair Melendy recessed the meeting at 10:00 a.m.
Chair Melendy reconvened the meeting at 10:10 a.m.

11. BUSINESS AGENDA - Action Items:

A. Next Generation Core Services Grant (NGCS) Agreement Amendment No. 01:

Ms. Christy Reschke, Hardee County Sheriff's Office (HSCO), reminded the Board of a previously approved grant for Next Generation Core Services for 911. This amendment to that original grant agreement is changing some of the basic wording, the name, and the plan from a reimbursement plan to a plan where the HSCO would submit the bill.

Chair Melendy called for any questions or comments from the Board. None given.

Chair Melendy called for a motion.

Motion by Commissioner Chancey and second by Commissioner Wells to approve the submission and acceptance of the Next Generation Core Services Grant (NGCS) Agreement Amendment No. 01; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for the grant application and agreement.

Chair Melendy called for any discussion from the Board. None given.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. Resolution 2025-05, Technical Standards Manual Amendments:

Community Development Director, Todd Miller, presented Resolution 2025-05, noting that this is modifying the Technical Standards Manual. He reminded the Board that this manual was adopted in October 2023 with the Unified Land Development Code (ULDC) update. The Public Works Department has identified that the material list for pipe culverts did not reflect accepted standard materials; staff have worked with this department to amend it allowing for these materials as well as adopting the FDOT (Florida Department of Transportation) Drainage Manual.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores inquired about the items in the amendment that have been scratched out. Assistant County Manager Simpron explained this change and correction, noting that the table was removed from the manual because the values were obsolete. FDOT will provide the relevant information in their manual and update it as needed.

Commissioner Miller inquired if this manual will be accessed via an online link or some other way. Director Miller affirmed that links to this information can be available through the Planning & Development Department as well as Road & Bridge Department. The new land development code is also available on Municode.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Flores and second by Commissioner Chancy to approve Resolution 2025-05, a resolution of the Board of County Commissioners of Hardee County, Florida, amending the technical standards manual for Hardee County, providing for conflicts, severability, and an effective date.

Chair Melendy called for further discussion from the Board. None given.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Florida Division of Emergency Management Performance Agreement (EMPG) Grant Agreement G0537:

General Services Director, Lorie Ayers, presented EMPG Grant Agreement G0537, noting this is an annual allocation. This funding is to assist the county in funding the Emergency Management Department.

Chair Melendy called for any questions or comments from the Board. None given.

Chair Melendy requested the pleasure of the Board.

Motion by Commissioner Wells and second by Commissioner Miller to ratify the submission and acceptance of the Florida Division of Emergency Management Performance Agreement (EMPG) G0537 for emergency management services in the amount of $48,727; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

D. Fire Station 1 Generator Grant:

General Services Director, Lorie Ayers, presented a grant agreement awarded to the County for the purpose of replacing the generator at Fire Station 1.

Chair Melendy called for any questions or comments from the Board regarding this grant agreement.

Commissioner Chancey asked for specifics regarding the cost of the generator ($63,006.12). County Manager Atchley noted that most of the smaller generators start in the $45,000 price range.

Capital Projects Manager, Bobby Keene, explained that this is a 100-kW generator that includes automatic transfer switches and gas tanks.

Commissioner Chancey noted that a new station is being built and inquired about the generator's location. County Manager Atchley noted that the new building will be located next door, and the generator should be capable of powering both buildings if needed.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the submission and acceptance of the Division of Emergency Management Mitigation Bureau Grant Agreement H1102 for Fire Station 1 Generator, in the amount of $63,006.12, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

E. Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Residual Grant:

General Services Director, Lorie Ayers, presented the Justice Assistance Grant Countywide Residual in the amount of $29,819 for the Hardee County Sheriff's Office to purchase a stealth patrol vehicle. She noted that the vehicle to be purchased will cost more than the grant amount and the difference will be paid for by the Sheriff's Office.

Chair Melendy called for any questions or comments from the Board.

Commissioner Chancey inquired about the meaning of a stealth patrol vehicle.

Sheriff Crawford explained that this vehicle will have no markings to identify it as a patrol vehicle. The specific wording "stealth patrol" is related to the grant funding.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the submission and acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) for JAG Countywide Residual (JAGCR) for the Hardee County Sheriff's Office to purchase a stealth patrol vehicle, in the amount of $29,819, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for the grant application and agreement.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

F. Torrey Preserve Utilities Extension Project Update:

Capital Projects Manager, Bobby Keene, provided an update for the Board on the Torrey Preserve. He noted that County Staff have worked with Craig A. Smith & Associates and Go Underground Utilities, LLC, for the completion of the Torrey Preserve Utilities Extension Project. This extension has provided an additional 3,030 ft. of sewer force main and 2,030 ft. of potable water mains in the Bostick Road area.

Manager Keene explained that a final change order is required to complete this project as several line-item expenses have changed; he listed for the Board the affected line-items, including those that were not needed for the project. Therefore, the change order is for a deduction in construction costs of $25,597.02. Staff are recommending approval of this change order along with authorization of Final Pay Application #4.

Chair Melendy called for any questions.

Commissioner Flores thanked Manager Keene for the completed work and noted that the change order is less than the originally estimated expense.

Commissioner Miller asked for a detail of the Torrey Preserve footprint. Manager Keene detailed the boundaries of this geographical region, noting that the current termination is Hanusch Road.

County Manager Atchley explained that the project name for a potential housing development in this area is Torrey Preserve.

Commissioner Chancey affirmed the work that is being done highlighting the savings in this change order.

Chair Melendy called for the pleasure of the Board.

Motion by Commissioner Chancey and second by Commissioner Flores to approve the final change order and closeout of the Torrey Preserve Utilities Extension Project as presented.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

G. Fixed Asset Transfer and Disposal:

Budget Manager, Diane Moore, presented the list of fixed asset transfers and disposals, which included a 2009 Aluminum Cargo Trailer being transferred to the Public Works Department and the disposal of a typewriter from the Clerk's office.

Chair Melendy called for any questions from the Board related to this transfer and disposal.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the fixed asset transfers and disposals as presented.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

H. 2024-2025 Operating Budget Amendments:

Budget Manager, Diane Moore, presented an operating amendment to move cash forward into the 2024/2025 Budget, which closes out the Indigent HealthCare Fund.

Chair Melendy called for questions related to the operating amendment presented. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the operating amendments as presented.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

I. 2024-2025 Capital Budget Amendments:

Budget Manager, Diane Moore, reviewed the list of Capital Amendments shown below:

CAPITAL BUDGET AMENDMENTS
2024-2025

January 16, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
001-399-000-1	Cash Forward Budget	$ 5,500,000.00	$ 5,500,000.00	$ 1,816,588.00		$ 7,316,588.00	Actual cash forward less than budgeted in 25. Cover Vendor Software Suite, Cover generator for Jail, Cover utilities at Resthaven
001-513-531-0	Purchasing Professional Services	$ -	$ -	$ 38,000.00		$ 38,000.00	
001-523-064-0	Detention Facility Equipment	$ 40,000.00	$ 40,000.00	$ 120,000.00		$ 160,000.00	
001-564-243-0	Resthaven Utilities	$ -	$ 1,953.00	$ 12,600.00		$ 14,553.00	
001-513-355-0	H/R Training	$ 3,500.00	$ 3,500.00	$ 1,200.00		$ 4,700.00	Cash forward to cover open Pos rolled into FY24-25,PO#529904, PO#529891, PO#529188, PO#530416, PO#530267, PO#530496, PO#529904
001-519-431-0	Fac Mgt Professional Services	$ 61,032.00	$ 61,032.00	$ 6,161.00		$ 67,193.00	
001-519-434-0	Fac Mgt Other Contractual Svcs	$ 100,000.00	$ 100,000.00	$ 33,396.00		$ 133,396.00	
001-519-463-0	Fac Mgmt Infrastructure	$ -	$ -	$ 24,179.00		$ 24,179.00	
001-523-046-0	Sheriff Repair and Maint	$ 110,000.00	$ 110,000.00	$ 9,326.00		$ 119,326.00	
001-599-100-0	Fund Balance	$ 1,191,971.00	$ 1,191,971.00	$ 1,555,273.00		$ 2,747,244.00	
001-581-000-00	Transfer to Fine Forfeiture	$ 744,455.00	$ 744,455.00	$ 16,453.00		$ 760,908.00	

103-381-200-1	FF Transfer from General Fund	$ 744,455.00	$ 744,455.00	$ 16,453.00		$ 760,908.00	Roll PO#529904 into FY24-25
103-712-064-0	FF Facilities Mach/Equip	$ 89,600.00	$ 89,600.00	$ 16,453.00		$ 106,053.00	
102-337-700-0	EDA Roadway Pavement Management Grant	$ 143,000.00	$ 143,000.00		$ 52,350.00	$ 90,650.00	EDA Pavement Management Plan Tru Up for FY 25 to decrease the 2025 budgeted amount.
102-541-363-32	EDA Roadway Pavement Management Capital Expense	$ 143,000.00	$ 143,000.00		$ 52,350.00	$ 90,650.00	
102-337-700-1	EDA - Public Works Admin Bldg Grant	$ 380,000.00	$ 380,000.00	$ 56,092.40		$ 436,092.40	EDA Public Works Admin Building Tru Up for FY 25.
102-541-062-0	EDA - Public Works Admin Bldg Capital Exp.	$ 380,000.00	$ 380,000.00	$ 56,092.40		$ 436,092.40	
135-337-700-03	EDA PP Lift Station Grant	$ -	$ -	$ 1,944.88		$ 1,944.88	Grant funds forward into FY26
135-572-063-04	EDA PP Lift Station Capital Exp.	$ -	$ -	$ 1,944.88		$ 1,944.88	

Chair Melendy called for any questions from Commissioners.

Commissioner Chancey asked for clarification regarding the increases and decreases in budget lines. Budget Manager Moore noted the 2025 budget was an estimate and when "it all settled out" some line-items needed decreases, and some line-items needed increases.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to approve the capital amendments as presented.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

J. Resolution 2025-31 – Florida Department of Transportation (FDOT) State Funded Grant Agreement - Martin Luther King, Jr., Blvd (MLK, Jr., Blvd) Resurfacing Project (FPID# 448743-1) - from Bay Street to Sally Place for $2,637,946 through the Small County Road Assistance Program (SCRAP):

Assistant County Manager Simpron presented Resolution 2025-31 for the resurfacing of MLK, Jr., Blvd. He explained to the Board that this project has been funded through a grant that the county applied for more than five years ago. The original amount for this grant was lower and due to inflation, the budget needed to be increased.

Assistant County Manager Simpron explained that FDOT allows counties to rank and revise projects for the use of funds each year; this project was originally intended to resurface the roadway from Bay Street to Baker Street, but has been shortened to Sally Place. Assistant County Manager Simpron referenced two other projects funded through grants: CR 664 and Goose Pond Road. He explained that CR 664, along with the MLK, Jr. Project, also needed immediate repairs due to the PCI (Pavement Condition Index) ratings. The repairs for Goose Pond Road have been pushed out to FY 2029.

The cost of resurfacing for the Martin Luther King, Jr., Blvd Project is more than the original amount. This difference is not allocated in the current fiscal year; therefore, the Grants Management Department will need to make a budget amendment once the supplemental agreement is approved. The design portion of the project will take place in FY 2025 with the resurface paving to happen in FY 2026.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores inquired whether the funding for this project included sidewalks.

Assistant County Manager Simpron explained that there is an overlap of funding for safety improvements and drainage including sidewalks. The funding will be provided either through state funding options of SCRAP and SCOP (Small County Outreach Program) or federal funding through HRTPO (Heartland Regional Transportation Planning Organization) TA (Transportation Alternatives). Sidewalks are not currently in the plan, but funding is allocated for this through either Plan A or Plan B.

Commissioner Flores noted the need for sidewalks due to the amount of foot traffic on this road.

Commissioner Chancey clarified that this project will be fully funded by the State; Assistant County Manager Simpron affirmed this to be true.

Chair Melendy called for any further questions. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Chancey and second by Commissioner Wells to approve the submission and acceptance of the Florida Department of Transportation State Funded Grant Agreement for the resurfacing of Martin Luther King, Jr., Blvd from Bay Street to Sally Place, in the amount of $2,637,946.00, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chair Melendy called for any public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

K. Local State of Emergency Discussion:

County Manager Atchley reminded the Board that at the end of calendar year 2024 the County was still under a Local State of Emergency; this coincides with the State of Florida State of Emergency. After review of this with the Emergency Management Director and staff, it has been determined that the Local State of Emergency should terminate at the end of the business day on January 17, 2025, as this status is no longer needed.

Chair Melendy thanked County Manager Atchley for this update and affirmed that there is no action needed on the part of the Board.

12. APPOINTMENTS

A. Health Council of West Central Florida, Inc., Board of Directors Appointment:

County Manager Atchley reminded the Board that at their recent workshop they were informed of a citizen vacancy on the Board of Directors for the Health Council. Staff have begun advertising for applicants for this appointment through social media.

Chair Melendy informed the Board that the HRTPO (Heartland Regional Transportation Planning Organization) Citizen Advisory Committee is also looking to fill a citizen vacancy.

13. COUNTY MANAGER NON-CONSENT

No County Manager Non-Consent items were presented.

14. COUNTY ATTORNEY

A. January 2025 County Attorney Report:

County Attorney Johnston stated that there is nothing significant to discuss from the workshop; she noted that her report is on file with the County Manager's Office.

Chair Melendy called for any questions related to this agenda item. None noted.

15. OTHER BUSINESS

No other business items were presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Flores presented an item for future discussion. He noted that he is being approached by citizens who are concerned about how money is being spent by the IDA (Industrial Development Authority). He referenced businesses that have gone out of business and the need to have safeguards in place; he inquired about the potential for a workshop to discuss with the IDA how to move forward with common goals.

Chair Melendy called for any comments or questions related to this topic.

Commissioner Miller noted that he met with County Manager Atchley and The Development Group (TDG) President/CEO, Densie Grimsley; he expressed that there is much that can be gained from the two Boards communicating with each other.

Commissioner Wells expressed that he too has received questions from citizens regarding how The Development Group is being run; he stated his agreement with a meeting or workshop to discuss the "what and why" on both sides.

County Manager Atchley noted that if it is the pleasure of the Board his staff will work to coordinate a joint meeting with The Development Group to explore the legal explanation of how and why each Board operates and the relationship between them; this meeting would need to be advertised just like any public meeting.

Commissioner Chancey expressed his agreement with a joint meeting, noting that he would like information related to revenue and expenses of The Development Group.

Commissioner Flores stated that he feels it would be a great opportunity to have a joint public discussion rather than one-on-one conversations; he noted that the County Commissioners appoint the Board members for the TDG, the County negotiates the terms of the mitigation of the money, but has no oversight into how the money is spent. He proposed the question of can the funding come through the EDA (Economic Development Authority), which would then include city representation and double the accountability, i.e., county and city. He proposed the possibility of the director of the Economic Development Board being a county employee to increase accountability.

County Manager Atchley expressed that a joint meeting could provide insight and understanding into why the process is the way it is and any legal ramifications.

Chair Melendy called for further comments.

Commissioner Chancey expressed his opinion that any funds should be directed to the Clerk of Courts and then dispersed so it would all be public record.

Chair Melendy stated that he is on the Community Traffic and Safety Team; the team met yesterday, and the county was well represented by multiple parties. He noted the need to be careful and safe on the road; speeding and distracted driving are two concerns.

Chair Melendy called for any comments from elected officials. None noted.

17. REMINDERS

Chair Melendy reviewed the following reminders:

- January 20, 2025 - County Offices Closed in Observance of Martin Luther King Jr., Day
- January 21, 2025 - TDC Meeting at 8:30 a.m. (this meeting was moved to February 4, 2025)
- January 23, 2025 - IDA Meeting at 8:30 a.m.
- January 28, 2025 - Strategic Workshop at 8:30 a.m.
- January 29, 2025 - Legislative Delegation Meeting in Commission Chambers at 4 p.m.
- February 6, 2025 - BOCC Workshop at 8:30 a.m.

18. ADJOURNMENT

With no further business, the meeting was adjourned at 11:09 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

January 28, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Laura Barker	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:30 a.m.

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comment. None given.

County Manager Atchley noted that County Attorney Johnston is running late and will be arriving around 8:45 a.m.

4. BUSINESS AGENDA

A. Strategic Workshop – Board Discussion:

County Manager Atchley informed the Board of the purpose of this meeting, noting that this is the first of multiple strategic workshop meetings. He noted that almost two years ago the County began the creation of their first strategic plan. County Manager Atchley explained for the benefit of the new commissioners that during 2010-2011 the County went through a visioning process "Visioning for a Brighter Future" that led to the creation of a vision document. The previous Board reaccepted and adopted the visioning plan as a blueprint for the Strategic Action Plan. He noted that this plan is to be reviewed and reevaluated by the Board each year.

Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRPC), along with Ms. Marybeth Soderstrom, Transportation Director for Central Florida Regional Planning Council (CFRPC), led the Strategic Planning Session Presentation:

- Goal of the Strategic Action Plan: Provide an **enduring, living document** for elected officials, decision making bodies, and the community to review and access on a regular basis

- Mission Statement - **Hardee County**: Building a vibrant and resilient environment focusing on the health, safety, and welfare of the community

Ms. Codo-Salisbury provided an overview of the current Strategic Action Plan; she began by reiterating that the baseline for the plan was the visioning document referenced by County Manager Atchley as well as other considerations which included:

- Heartland 2060: Building a Resilient Region
- Focus group data and feedback from The Development Group
- Heartland Regional Transportation Planning Organization's "Long Range Transportation Plan"
- Florida Transportation Plan
- FDOT Resiliency Plan

- Heartland Regional Resiliency Action Plan

As we continue to grow, Hardee County continues to take intentional, proactive strategic steps to strengthen our financial position while increasing transparency, innovation, and operating efficiencies countywide.

The vision for the future: a strong community of integrity where people want to be.

Ms. Codo-Salisbury reminded the Board of the **guiding principles** of the strategic plan: promote economic development in the County, protect property rights, enhance the quality of life for residents and visitors, protect the natural environment and provide housing opportunities and choices. She reviewed the values of the strategic plan including the ideas of innovation and opportunity.

Hardee is one of the seven Heartland counties, which include Desoto, Hardee, Highlands, Okeechobee, Polk, Glades and Hendry. The core values of the Heartland include stewardship of natural resources, water, communities, and the future for our children.

Strategic focus areas of the plan: housing, health care, land use, transportation and infrastructure, education and workforce, economic development, recreation, open spaces and environment, public service, and government.

Chair Melendy called for any questions or comments from the Board.

Commissioner Chancey raised the question of how do we attract new residents to Hardee County when they are looking for housing and shops and services that are not available here. Regarding natural resources, he noted that mining owns 34 percent of the county's natural resources.

Ms. Codo-Salisbury responded to these questions, highlighting the county's assets and the current development happening in communities.

Ms. Soderstrom noted the cyclical nature of this issue: that you need things to draw people and you need people to create things. She expressed that the steps toward this are going to occur incrementally in small steps. Ms. Soderstrom asked the Commissioners where they think the county is now.

Commissioner Miller noted that the Strategic Action Plan is lengthy and comprehensive. He noted that prioritizing a few critical goals is a manageable step to accomplishing them.

Commissioner Flores expressed his agreement with Commissioner Miller, noting he sees little bits of progression, but would like to see concrete goals. He is interested in how to accomplish the "big picture" goals.

Ms. Soderstrom reminded the Board that the Strategic Plan belongs to them; CFRPC helped Team Hardee craft it, but the plan reflects the county's goals and priorities. She asked County Manager Atchley to give input as to how the plan guided the actions of County staff over the past year.

County Manager Atchley explained that the plan has given staff focal opportunities and targets. He reminded the Board that during the budget development process staff referenced the plan in connection to their actions. The County is able to budget according to the plan because there is a target to aim for. Current staff direction for this year is to outline and build departmental strategic plans. He explained that the developmental overlay was a result of the strategic plan because in order to focus on developing infrastructure staff first needed to understand where the development needs to happen. The goal of developing infrastructure led to the development of the Utilities Master Plan.

Commissioner Wells expressed that it is crucial to focus on economic development that will bring in jobs, which will drive the need for housing. If the county wants to develop specific areas like Torrey, then they should focus on developing infrastructure in these areas, i.e., sewer in the Torrey Oaks community; cooperation with The Development Group to bring in businesses that will create jobs, which will bring in people.

Commissioner Melendy expressed that the County staff work hard under the direction of the County Manager to plan for the future of Hardee County. He noted that there is competition when trying to attract businesses and residents.

Commissioner Flores noted the challenge of embracing manageable growth, while also loving the Hardee County small town lifestyle that exists and is loved by many residents. He suggested changing the vision for the future statement to **a strong community of integrity where people want to live (as opposed to simply be).**

Commissioner Chancey noted that all interior counties have a minimum square footage for new home construction. He inquired if lowering the minimum square footage should be considered to make new construction homes more affordable for people.

Ms. Codo-Salisbury asked the Board to consider if there are communities that have embraced growth and expansion while preserving their character.

Commissioner Wells noted that he feels the Winter Haven area has maintained a small-town feel. He described the idea of a development of tiny homes for retired couples who do not need as much space as a larger family.

Commissioner Flores noted that housing has been discussed quite a bit; perhaps this should be one of the priorities for development and growth. Considering the average price of a new home is $300,000, this is difficult to obtain on the County's median income. He expressed that the 55 and older population do not take from the job market, but the residents require and utilize services, restaurants, etc. Commissioner Flores posed the question of whether this population should be specifically targeted for marketing purposes.

Ms. Soderstrom noted that documents like the Strategic Action Plan tend to narrow and segment topics that in reality are intertwined and overlapping. She affirmed that the Board could choose a specific focus area or priorities for the year, which they would in turn communicate to staff.

Ms. Soderstrom **reviewed** the Strategic Action Plan **housing category**. The **following strategies were identified** as relating to housing:

- Develop infrastructure to serve existing and new housing including central water and wastewater facilities, as well as bicycle and pedestrian paths
- Develop a housing program to meet community needs including assistance with housing repairs and infrastructure improvements
- Develop community-based strategies to address homelessness; advance policies that recognize housing's role as essential to health
- Encourage a range of housing opportunities to address the needs of all economic segments of the community
- Support small-scale in-fill housing in established neighborhoods
- Encourage housing options for special needs populations (independent living for seniors, assisted living, memory care, and mental health facilities)
- Encourage the provision of support services including transportation options to allow seniors or special needs to remain in their own homes

Ms. Soderstrom asked the Board to consider what is missing from the list or what should be prioritized from the list.

County Manager Atchley noted that the processes the County has been working on in the Bostick Road/Torrey area correspond with some of these strategies including expanding infrastructure (water and sewer) in this area and considering how to address transportation and roads. He emphasized the need to have a range of housing options in order to fund the services in the County.

Commissioner Chancey inquired about how taxes are generated with RVs. Commissioner Flores noted that the infrastructure is taxed with an RV park along with sales/tourist development tax.

Commissioner Chancey inquired if there is a fire assessment for an RV lot. Assistant County Manager Baber noted that larger RV parks are assessed for fire and water.

Commissioner Miller highlighted the negative impact that homestead exemptions can have on the tax base, yet the residents of these homes still use County services. He emphasized that more expensive homes add value to the tax base.

Commissioner Wells affirmed that all types of housing options are needed in the County and that many of these moving parts work together and influence each other.

County Manager Atchley affirmed that these initiatives are helpful for County staff to know what to follow-up on and to focus on the direction set by the Board. He noted that there has been interest in developing property in and near the Torrey community and where the new light will be installed at U.S. Highway 17 and SR 62.

Ms. Soderstrom highlighted the **economic development** segment of the Strategic Action Plan: **diversifying the Hardee County economy and creating opportunities for an educated, ready workforce**. The strategies identified included:

- Expand employment opportunities through business growth and retention
- Identify programs and needs to attract and retain targeted industries
- Recognize existing economic development activities, business, and industry
- Diversify the economy by establishing relationships between universities, regional research institutions, and local business
- Identify and target green industries and technologies
- Support and encourage the core industries within the community including agriculture and agricultural-support services

Ms. Soderstrom asked the Board to comment on this section regarding what should be prioritized or pursued.

Chair Melendy called for any questions or comments from the Board.

Commissioner Miller referenced the decline of the citrus industry and noted that much of that land may not return to citrus, but could possibly attract other types of agriculture if services were available (for packing/shipping strawberries or blueberries, etc.). He noted that citrus and other forms of agriculture are a higher tax base than pastureland. He posed the question, “how do we manage that?” The key is to increase our tax base and increase the employment base in Hardee County.

Commissioner Wells noted that there are several businesses and industries in the County and inquired if the County staff ever go to them and ask how we can help you expand your business. If they are already here, what can we do to help them thrive and stay? He highlighted the benefit of working with The Development Group to encourage new businesses, manufacturing, and industry to come to Hardee.

Commissioner Chancey highlighted the strategy “identify programs and needs to attract/retain targeted industries” and his desire to attract or target existing successful businesses who are looking to expand into the County.

Commissioner Flores referenced the use of tax abatements to bring in businesses from other locations.

Chair Melendy highlighted the first strategy “business growth and retention.” He noted that local employers are influenced by and affected by new businesses that come into town and begin hiring workers.

County Manager Atchley affirmed all of the Commissioners' comments. He noted that the IDA (Industrial Development Authority) was created by statute because they can do things to influence industry and development in ways that the county government cannot. The Board is able to grant tax abatements, but is not able to give money to businesses the way the IDA can. Working closely together with the IDA will help accomplish these economic development goals.

Ms. Codo-Salisbury highlighted the **education and workforce** segment of the Strategic Action Plan. She noted the importance of working closely with the middle and high schools and South Florida State College utilizing programs to educate and invest in people who will remain in or return to Hardee County. The aim of this segment is to **diversify the County’s economic base and create opportunities for an educated and ready workforce.** Strategies identified include:

- Expanding the County’s tax base and business-related revenue streams
- Expanding employment opportunities through business growth and retention

- Implement innovative programs in collaboration with community partners to develop an educated and skilled workforce
- Capitalize on the County's geographic, strategic advantages
- Support and encourage diversification of jobs creating business and industry

Chair Melendy called for any comments from the Board related to these subjects.

Commissioner Flores noted the importance of dialogue among the various Commissioners and understanding the priorities of each. He expressed an interest in more educational opportunities for the County like a good welding school or other telecommunication or technical jobs.

Ms. Soderstrom shared with the Board that if one of their priorities is the workforce needed to support broadband infrastructure, there are grant programs and dollars for workforce agencies to train people. She noted that County staff could work with CareerSource Heartland to help accomplish this.

Commissioner Miller inquired of staff if Hardee County is part of the broadband last mile initiative. County Manager Atchley noted that Hardee was one of the first counties to complete the last mile project; he noted there is still a need to continue expanding this and there are additional grants that have recently been awarded to the IDA for this purpose.

Commissioner Miller inquired if the County has considered leveraging Peace River Electric Cooperative for this purpose to install and expand or use rights-of-way. County Manager Atchley noted this is an area that continues to need to be addressed to establish services. Commissioner Miller noted the positive influence increased speed of the internet can have on education and small businesses.

Commissioner Flores noted that investing money in infrastructure may not always be needed when considering services like Starlink. County Manager Atchley noted the priority that businesses place on fiber above broadband and the issues that the County had with Starlink during cloudy days around the time of Hurricane Milton.

Commissioner Wells affirmed these discussion points and that having fiber optic cables installed throughout the County would be a benefit. He asked why this had not happened sooner. County Manager Atchley noted the challenge of funding is a hindrance.

Ms. Soderstrom highlighted the **land use, transportation, and infrastructure** segment of the Strategic Action Plan: **improve coordination of economic development, land use, infrastructure, transportation, and natural resource planning.** The strategies identified included:

- Provide well-designed, functional, cost-effective transportation, utility and public services to workplaces, neighborhoods, communities, and centers of economic activity
- Creating a balance between natural resources and new development
- Balance existing and future mining efforts
- Improve gateways to communities to draw visitors and commerce
- Coordinate, identify appropriate utility service areas for efficient provision of utilities including broadband
- Improve infrastructure (sidewalks, street lighting, and drainage, etc.)
- Integrate connected transportation systems
- Build infrastructure capacity to support new manufacturing
- Establish balance of available lands and efficient use of facilities

Chair Melendy called for any comments on these strategies.

Commissioner Chancey acknowledged that the Board has a role in setting the strategic plan and setting zoning and policies, but once policies are set this does not return to the Board; he noted that the Board might not know what the planning department and developers are proposing. He posed the question, "How does the Board have oversight without micromanaging?"

Ms. Codo-Salisbury noted that there are pretty defined requirements in the Torrey community overlay; the overlay is designed with flexibility, but also guidance. The intent of the Comprehensive Plan and Strategic Action Plan was to provide this type of direction. She highlighted the balance between setting policies and providing enough guidance within them; if the local government would like additional oversight this could come through public hearings.

Commissioner Chancey acknowledged that words and policy may not convey vision of what the Board is anticipating the outcome to look like. Ms. Codo-Salisbury noted that the Board could require Planned Unit Developing (PUD), which would be more costly for the developer, but give the Board more oversight. The key is building enough definition in policies to meet the vision of the community and the Board.

Commissioner Miller referenced the balance between existing and future mining requirements strategy and the opportunities available through the Comprehensive Plan amendments and mining ordinances. He noted the importance of doing this sooner, rather than later.

Commissioner Wells asked Commissioner Miller about the homes being built on Hwy 555 and the timeline from mining to construction of houses on reclaimed land. Commissioner Miller noted that land and lakes reclamation can happen pretty quickly.

Chair Melendy highlighted the utility services strategy and provided efficient provision of utilities including broadband. The EDA (Economic Development Authority) is focused on this topic in trying to prepare the way for new businesses. He noted the improvements to infrastructure (sidewalks, street lighting, and roadways) and how this is important to constituents and contributes greatly to the feel of an area.

Chair Melendy recessed the meeting at 10:00 a.m.
Chair Melendy reconvened the meeting at 10:11 a.m.

Commissioner Wells referenced towns that regularly host an open market with vendors allowing people to walk through the downtown. He emphasized adding more of these types of activities to downtown Wauchula; this leads to people's increased desire to live in this type of community.

Commissioner Miller highlighted the fact that all of the County's wastewater with the exception of the Town of Zolfo Springs is deposited into Mosaic Fertilizer, LLC, (Mosaic) property. He noted that this option may go away one day, and it is important to begin considering how the County will meet the current costly standards regarding this form of infrastructure. These agreements with Mosaic are signed on an annual basis. How will this be managed going forward?

County Manager Atchley affirmed the need to begin considering how to address this wastewater issue; he highlighted regulations that are going to take effect in 2036 that will influence this type of open discharge.

Commissioner Miller highlighted aeration type septic tanks that are a small sewage treatment plant that discharges clear water to a drain field and whether this type of infrastructure could/should be required in the future for small scale developments.

Commissioner Flores inquired about the possibility of discharging to a reservoir or small lake and what implications this could have for the County.

Ms. Soderstrom highlighted the **healthcare** segment of the Strategic Action Plan: **promote safety and enhance community health.** The strategies identified included:

- Identify public safety risks that have the greatest impact
- Protect the public by identifying, monitoring, and responding to public health threats
- Promote excellence in education, medical employment, and recreation opportunities
- Promote healthy living and access to vital services
- Develop an ambulatory surgery center
- Enhance specialties services
- Attract independent and assisted living facility with memory care skilled nursing

Commissioner Chancey asked for clarification on the strategy "protect the public by identifying, monitoring, and responding to public health threats." Ms. Codo-Salisbury noted that there was a lot of discussion surrounding this strategy when developing the plan. She emphasized working with providers in light of public health notices, coordinating with health providers and agencies and the health department to disseminate information, while looking for ways to maintain open communication with the public.

County Manager Atchley referenced the real-life example of the new digital sign at the Hardee Health Department and the dengue fever outbreak in Hardee County; he noted that various ways were utilized to share this information with the public.

Commissioner Flores referenced the importance of quality health care, particularly for the population of residents who are over 55.

Commissioner Miller highlighted placing a priority on an assisted living facility with memory care.

Ms. Codo-Salisbury highlighted the **recreation, open space, and environment** segment of the Strategic Action Plan: the goal is to plan for recreation, open space, and environmental needs of the County**.** The strategies identified included:

- Provide parks and recreation with quality recreation opportunities
- Promoting economic development
- Having connectivity between neighborhoods, schools, and recreation
- Prioritizing development to enhance intra-county connectivity
- Ensure provision of sufficient parks, recreation facilities, and open space to meet the needs of residents and visitors
- Protect, conserve, and restore natural resources and ecological function
- Encourage citizen engagement and partnership that balance growth and natural resource preservation

Chair Melendy called for questions or comments related to recreation. None given.

Ms. Soderstrom highlighted the **public services and general government** segment of the Strategic Action Plan: **deliver excellent public services with a commitment to fiscal management, community engagement, and transparency.** The strategies identified included:

- Provide and maintain facilities and programs that are available and accessible to all
- Promote activities that bring our community closer together
- Operate in a fiscally responsible and stable manner

Chair Melendy called for questions or comments related to public services and government.

Commissioner Flores inquired about the use of public libraries and if there has been a decline due to the ease of acquiring material in other ways.

Ms. Codo-Salisbury noted that from personal experience she utilizes library services in many communities and noted that libraries are frequented and used by the general public. Libraries are often a busy place.

Ms. Soderstrom noted that libraries and the library system provide a lot of opportunity for programming related to helping people access the internet and other services. She highlighted the Winter Haven Library System that has put an emphasis on making their libraries a technology hub, so they could offer programs to the public.

County Manager Atchley noted that the local library manager is passionate and effective at her job; summer programs are well used by the public.

Commissioner Miller praised the county staff and constitutional officers for their collaborative efforts and efforts at providing information to citizens.

Chair Melendy highlighted the strategy "promote activities that bring our community closer together" and noted that there is no lack of opportunities in the county.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

County Manager Atchley asked the Board for guidance as to how to move forward with the Strategic Action Plan. Specifically, does the Board want to continue to think about the contents of this plan until the next scheduled workshop in March 2025 or was there anything specific that County staff or CFRPC staff can be working on between now and then?

He noted that the conversation this morning has affirmed the overarching principles of the Strategic Action Plan combined with a desire to actively pursue some of the goals; the discussion also raised questions related to other agencies that the Board needs or wants to interact with concerning these topics. County Manager Atchley inquired if the Board would like to readopt the current plan and then have staff begin lining up meetings with the other agencies to discuss these topics and begin acting on the goals.

Chair Melendy requested the Board's input and response.

Commissioner Chancey affirmed his willingness to move forward with the plan "as is"; he noted that this plan is a broad overview and meeting with other agencies would help to narrow the focus and view.

Commissioner Flores noted he has no problem adopting the plan as it is; he reiterated his suggestion to change the wording of the vision from "**The vision for the future: a strong community of integrity where people want to be"** to "**The vision for the future: a strong community of integrity where people want to live."**

Commissioner Flores affirmed having the Board meet with the IDA and begin exploring ways to accomplish specific goals and funding these projects. He expressed a desire to "keep the people first" in everything they do as a Board.

Commissioner Wells expressed his agreement with moving forward with the Strategic Action Plan, with meeting with other agencies to assist in this, and with keeping the people of the County in the fore front of their thoughts.

Commissioner Miller affirmed the current Strategic Action Plan as a good starting point and prioritizing the "low hanging fruit." He voiced a question related to how quickly they can begin moving forward with some of these points as well as an update from staff addressing things that are currently in place to address these goals/plans. He noted the importance considering the costs, the time frame as well as the value to the community. Should they rank and assess the priority, benefits, and risks of specific items on the action plan?

Chair Melendy noted that there is consensus from the Board in moving forward. He called for any further questions or comments.

Commissioner Wells noted that the photo of the Board of County Commissioners needs to be updated. He affirmed the desire for Board workshops to be based on a particular subject.

County Manager Atchley affirmed that a typical monthly workshop is for the purpose of reviewing items that will be voted on at the monthly meeting; however, additional workshops can focus on specific topics from the Strategic Action Plan.

Chair Melendy called for further discussion. None noted.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 10:33 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

February 6, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Laura Barker	Deputy Clerk	Present	
Joley Pleger	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:31 a.m.

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

4. BUSINESS AGENDA

A. Award Presentation for Life Saving Measures:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, presented an award recognizing 14-year-old Leila Randolph for assisting an elderly man in cardiac arrest at Pioneer Park until emergency services could arrive and take over. Public Safety Director Dasher relayed the details of this incident with the Board.

B. East Academy Presentation:

Mrs. Brandie Hartline and Mrs. Blair Thornton, co-owners of East Academy, gave a presentation to the Board on behalf of East Academy Learning Lab – Growth is on the Horizon. East Academy provides education for students from VPK through 8th grade and is located in Zolfo Springs.

Mrs. Hartline provided a brief history of East Academy and their approach to education, noting the small class sizes and individualized approach. Their vision includes an academically rigorous program run by highly qualified and passionate staff; core values include being kind, respectful, responsible, working hard, and having fun. Class sizes are small with a goal of 10 to 12 students.

Mrs. Thornton noted the importance of educating the whole child, not only a focus on academics.

East Academy's mission is to provide a supportive, inclusive environment that cultivates a community of lifelong learners through small group instruction and communication with parents. Another priority is empowering and valuing teachers and helping provide flexibility and support for teachers.

Mrs. Thornton highlighted the important role that parents play at East Academy in the education of their children.

Mrs. Hartline shared with the Board about the families along with a review of the Academy's 21 staff members. She reviewed the academy's history over the past couple of years; currently the building they occupy is 7,000 sq. ft. and they have over 100 students in grades VPK - 8th. Students have excelled during the first half of 2024/2025 school year with some having made up two years of growth in reading or math. Florida School Choice Programs have allowed these students to attend East Academy.

Florida ranked number one last year in the nation for 3rd and 4th grade test scores. The founders of East Academy believe this is due in part to Florida's School Choice options that work best for individual students; the number of school choice vouchers awarded between last school year and the upcoming one increased by 74 percent, particularly in big school systems like Miami/Dade and Broward County. These larger counties also showed an increase in reading scores as well.

Mrs. Hartline expressed that East Academy's vision is to be an agriculture-infused school where agriculture is tied to many of the main subjects; this would include cooperations with secondary education options. She noted that to facilitate growth and invest in the future of East Academy the school needs a permanent home and its own building; House Bill 1285 details property use guidelines for private schools related to zoning and special exceptions. East Academy owners have considered the Resthaven property and talked with the IDA (Industrial Development Authority) about this possibility. They would like to pursue this option to see if it is feasible to form a partnership with the Board in this matter.

Chair Melendy called for any questions or comments from the Board.

County Manager Atchley asked for a short recess to work out some technical issues.

Chair Melendy recessed the meeting for a 15-minute recess.
Chair Melendy reconvened the meeting at 9:25 a.m.

Commissioner Flores asked if Agenda Item 4.J. could be moved up on the agenda as this item pertains to the current discussion.

Commissioner Chancey thanked East Academy for their presentation and noted that he is a "big fan" of school choice.

Chair Melendy affirmed that it was a great presentation.

Commissioner Wells thanked Mrs. Hartline and Mrs. Thornton for their presentation and noted that he too is interested to see if there is a way to work together regarding Resthaven.

Agenda Item 4.J.:

Update on Sale of Resthaven: ***Agenda Item 4. J. was moved to be heard after Agenda Item 4.B.***

Capital Projects Manager, Bobby Keene, reminded the Board that Resthaven was posted for sale on GovDeals.com (GovDeals) on January 7th through January 29, 2025, and ended with no official bids. He noted that during that time frame several prospective buyers viewed the property. The property is currently posted again on GovDeals.com until February 27, 2025. The current bid on the property is $275,000, which does not meet the appraised value of $384,000, nor the asking price of $799,000.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores noted that on the GovDeals.com website only the appraised value of $1.3 million is listed; he questioned whether this might cause confusion for potential buyers and wondered if there is the option of a "buy it now" price.

County Manager Atchley explained that the minimum asking price is $799,000. There had previously been a "buy it now" price of $1.3 million, which has changed to $899,000. Bidding will go up to $799,000 or the property can be purchased outright for $899,000.

Commissioner Chancey inquired if staff have any idea for what purposes or use any prospective buyers are looking at the building.

County Manager Atchley noted that one interested buyer was looking at the building for potential agricultural housing.

Commissioner Flores noted that he has gone out to look at the property with County Manager Atchley and the property is definitely in need of updating and cleaning, specifically the kitchen. The structural foundation seems to be better than it used to be. He was pleasantly surprised by the condition of the property.

Commissioner Flores expressed that he would like to see it become either a school or an assisted living facility rather than agricultural housing; he believes this is what the community would rather invest in. If this is not feasible, would a lease option be a possibility? He would like to take advantage of this opportunity with East Academy. Without a purpose, someone is not likely to invest in the property.

County Manager Atchley noted that as of this morning there is now a second bid of $278,000.

Commissioner Wells agreed with Commissioner Flores' perspective that this is a grand opportunity to assist a local business in the education realm. He supports this purpose for the use of the building.

Commissioner Chancey expressed his agreement with Commissioner Wells and Commissioner Flores; he noted that he too had toured the building, and it is in better condition than he expected to find it. He would support seeing it returned to a school and welcomed discussion about how to make this happen.

Commissioner Miller thanked East Academy for their presentation; he expressed his appreciation for the historical perspective that this building brings to Hardee County. He inquired if the land use purpose needs to be legislated and considered to allow for protection of the building.

Commissioner Flores noted that East Academy is in the beginning stages of their business; he inquired of County Attorney Johnston what the requirements are in regard to a lease option.

County Attorney Johnston stated that her recommendation is for the Board to determine what direction they would like to go in regarding the building and to advertise it thus allowing for a competitive process, regardless of whether this is a lease or donation. There are substantive obligations to consider if the building is being used for the purpose of education.

Commissioner Flores inquired if a lease option could be directed at specific purposes and clients such as an assisted living facility or education facility.

County Attorney Johnston noted that a lease option can be limited to specific types of facilities.

Commissioner Wells affirmed with the county attorney that the Board could limit the purpose to a school.

County Manager Atchley reiterated that the property is currently posted for sale on GovDeals.com until after the next Board meeting on February 20, 2025. If there is a Board consensus on the direction, staff could have more options available for them to consider and discuss at their March workshop. He expressed that it would be wise to consider their obligations and liability for any unforeseen repairs and noted that this was a concern of the Board in the past.

Commissioner Wells inquired if the property could be taken off the market.

County Manager Atchley noted that they could do this, but leaving the property for sale on GovDeals.com requires no obligation to sell. The Board can choose to reject any and all offers.

Commissioner Wells proposed a “lease to own” option with someone like East Academy and inquired about this possibility.

County Manager Atchley responded to this inquiry, noting that county staff can bring back to the Board potential options based on the desires of the Board.

Chair Melendy affirmed the work being done at East Academy and the desire to see the Resthaven property used for a meaningful purpose. He affirmed the need for the Board to clarify and provide direction to staff. He expressed a slight hesitation to deviate from the current path because the previous Board also had similar offers, but had chosen to move forward with selling the property.

Commissioner Flores asked if East Academy representatives, Mrs. Hartline and Mrs. Thornton, could answer specific questions regarding their interest in and thoughts about the property.

Commissioner Chancey stated that in the private sector real estate has the option of a triple net lease where the tenant pays for property taxes, insurance, and maintenance in addition to base rent and utilities; this would alleviate the burden from the taxpayers.

County Manager Atchley noted that this information could be conveyed to the Board at the March workshop.

County Attorney Johnston expressed that the Board should carefully consider what questions they ask of East Academy in this setting as this could have a negative effect on specific offers. She noted that it is not to the County's benefit to openly discuss their liability, but more information regarding the range of liability can be presented at a later date.

Commissioner Flores inquired if the East Academy families would find the location of the property a burden as a schooling option for their children.

Mrs. Hartline explained that multiple families are already traveling from Manatee and Highlands counties.

Chair Melendy called for any further questions.

Commissioner Flores expressed his support for East Academy's vision and thanked them for their presentation and interest in the Resthaven property.

Mrs. Hartline noted that this property fits well with their vision for being a school with an agriculture focus. She shared with the Board that East Academy has begun a new FFA (Future Farmers of America) chapter. She affirmed the desire to see the Resthaven property preserved for the County whether that is through East Academy or someone else.

County Manager Atchley affirmed that the County will complete the current process for the property on GovDeals.com; staff will bring information to the Board at the March workshop regarding the GovDeals.com process as well as other options for this property.

Chair Melendy confirmed this direction.

Commissioner Flores inquired about the septic system and how it would need to be updated for a residence facility versus daily use of a school. He asked if the County has ever done a formal inspection on the property.

County Manager Atchley affirmed the need to consider these things and have specific needs or issues listed. He asked Capital Projects Manager, Bobby Keene, about the most recent inspection of the building.

Manager Keene shared that Building Code Enforcement had looked at the septic system at the beginning of the sale process. He affirmed that the County would need to identify potential issues and consider how to address them.

County Manager Atchley noted that there is not currently a budget line for this property and any inspection may incur a cost for the County. He affirmed that if the County is going to declare the facility to be safe and sound, then a professional would need to be hired for the inspection.

Chair Melendy affirmed that the budget is a consideration.

Commissioner Wells noted that there are multiple contractors in the County and perhaps someone(s) would be willing to donate their time.

County Manager Atchley expressed that there is still a liability, which needs to be someone who has the licensing and credentials and would put their stamp of approval on that.

Commissioner Chancey noted that since the County is the owner of the building, they need to hire a structural engineer to affirm that the property is sound. Typically, the buyer pays for any other inspections or needed considerations based on their specific requirements for the use of the property. As the owner of the property, his position is that the County needs to as a minimum affirm that it is structurally sound.

Commissioner Flores affirmed the need to consider all of their options so that the operating costs of the property are not a burden on the taxpayers.

County Manager Atchley affirmed the need to bring options and considerations before the Board so that the County does not take on any additional liability.

Commissioner Miller noted that the general consensus seems to be that people want the Resthaven property preserved and not used for H-2A housing. He inquired if the Board should take action to regulate the use of the property.

Commissioner Wells affirmed his agreement with Commissioner Miller.

County Manager Atchley noted that spot zoning is not allowed, and the zoning of this area will need to be considered in consultation with the county attorney and staff.

C. Memorandum of Agreement for Use of WeatherSTEM Stations:

Emergency Management Director, Lane Schneider, informed the Board that during Hurricane Milton it was identified that there are only two government owned weather stations in Hardee County, but they are not reporting to the national weather service. This agreement provides for up to five weather stations to be placed in the county by the Florida Division of Emergency Management and covers three years of maintenance; these stations will be connected with the National Weather Service. The stations are solar-powered, have 10-year life spans, live-stream capabilities, and communicate off of cellular data. Two stations will be located at county parks offering live views of the current weather conditions. He noted that Hardee County is often a "blank spot" on the news because of the lack of weather stations and lack of communication with the National Weather Service.

Chair Melendy called for any questions from the Board.

Commissioner Miller shared that the local airport has an automated surface observation system for aircraft weather and inquired if there is a way to partner with that system. Director Schneider stated that this system is not easily accessible by the public in the way that a weather station would be. Commissioner Miller noted that there is a website for the airport system as well.

Commissioner Flores inquired about the cost to the County for the initial purpose of the five weather stations. Director Schneider noted that the purchase cost, installation, and first three years of maintenance is covered by the Division of Emergency Management.

Chair Melendy called for any further questions. None noted.

D. Fixed Asset Transfers and Disposals:

Budget Manager, Diane Moore, reviewed the list of items to be transferred and auctioned.

Chair Melendy called for any questions or comments from the Board.

Commissioner Flores inquired whether the items being auctioned are operational or not. He noted that the condition is poor, but to what extent. County Manager Atchley responded to this inquiry; some of the machinery may run and staff will field these specific questions from potential buyers.

Commissioner Chancey inquired about the road paving equipment being auctioned and the purpose behind disposing of these machines. County Manager Atchley explained that the equipment is old; it does operate, but it is most useful for patching and not paving. He noted that in-house staff are working hard to keep up with right-of-way maintenance and patching of pavement; the county does not have sufficient staff to pave roads and utilize this equipment.

E. Capital and Operating Budget Amendments:

Budget Manager, Diane Moore, reviewed the operating and capital amendments:

- The first operating amendment increases the Mosquito Control Grant revenue, increases the respective grant expense, and the amendment brings the balance forward into the Fiscal Year 2025 Budget
- The second operating amendment is regarding the wellness grant:
    - The amount is being reduced along with a reduction on the related expense line
    - The amendment brings the balance forward into the Fiscal Year 2025 Budget
- The third operating amendment is regarding the HHRP (Hurricane Housing Rehabilitation Program) Grant:

  - The cash forward is increasing, and the corresponding expense lines are increasing and decreasing
  - The amendment brings the balance forward in the Fiscal Year 25 Budget
- The first capital amendment increases the EDA (Economic Development Authority) Grant for the Hardee Parks Infrastructure:
  - Increases the corresponding grant expense
  - The amendment brings the balance forward into the Fiscal Year 2025 Budget
- The second capital amendment reduces the SCOP (Small County Outreach Program) Grant #445066:
  - Reduces the related expense line
  - The amendment brings the balance forward into the Fiscal Year 2025 Budget
- The third capital amendment increases the SCOP (Small County Outreach Program) Grant #445076:
  - The corresponding expense lines
  - The amendment brings the balance forward in the Fiscal Year 25 Budget.
- The fourth capital amendment decreases the Wauchula Hills State Appropriation Grant:
  - The corresponding expense line
  - The amendment brings the balance forward in the Fiscal Year 25 Budget

Budget Manager Moore noted that staff are recommending approval for the capital and operating amendments.

Chair Melendy called for any questions or clarification needed regarding the amendments. None noted.

F. Ratification of the County Manager's Expenditures Between $25,000 and $50,000:

Budget Manager, Diane Moore, reminded the Board that the County Manager was given temporary authorization during the November 19, 2024, Board Meeting to approve expenditures up to $50,000 until March 31, 2025. A list of seven expenditures incurred between November 19, 2024, and January 28, 2025, were presented.

Chair Melendy called for any questions regarding the expenditures.

Commissioner Flores noted that his understanding was that the authorization was to be used for emergency spending and not everyday expenses.

County Manager Atchley reminded Commissioner Flores that the agreed upon authorization was not relegated to only emergency spending; the authorization was granted in response to needed county repairs that were having to wait until the monthly Board meeting to be approved because they were above $25,000. The county manager noted that each of the seven expenditures were budgeted expenses for the county.

County Attorney Johnston expressed that the language of the motion had been modified from emergency to urgent expenses to avoid delays.

Commissioner Chancey inquired if the expenses are allowable if they are urgent and timely, but not budgeted. He asked for clarification regarding budget amendments.

County Attorney Johnston noted that the county is not able to make any expenditures that are not budgeted.

County Manager Atchley explained the use of budget amendments, line-item transfers, and contingencies. He affirmed that he cannot spend contingency funds without the approval of the Board.

Commissioner Miller noted that his recollection of the authorization was due to inflation and increasing costs; the $25,000 limit had been in effect for years, but was insufficient to cover normal operations today.

County Manager Atchley noted that most of the expenditures were around $41,000 for needed, budgeted repairs or expenses.

Chair Melendy noted that today’s agenda item is not related to the authorization that has already been granted, but rather to the follow-up required for expenditures between $25,000 to $50,000.

Commissioner Wells affirmed that the County Manager’s authorization amount should be $50,000. He inquired if the Orkin expenditure completes the bid process. County Manager Atchley affirmed this to be true.

G. Certification of Statutory Dedication for Allen Road:

Project Coordinator & Right of Way Agent, Tara Holt, presented a request to the Board on behalf of the Thao family. They are requesting to extend Allen Road 120 feet into their parcel of land and to split Parcels 1 and 2 with the intention of selling smaller parcels and building on the western part of Parcel 1. She provided details of the request and parcel layouts, noting that no utility approvals are needed.

Chair Melendy called for any questions from the Board.

Commissioner Flores inquired if the 120 feet of Allen Road would be built by the County or the Thao family. Project Coordinator Holt noted that the Thao family paid for the survey, the shell, and the road expense; the County would be responsible for maintenance of the road.

Commissioner Miller inquired if the property has already been subdivided. Community Development Director, Todd Miller, stated that the property has not been subdivided; the Thao family had inquired about splitting Parcel 1, but could not do so because it did not have public road access. Therefore, they have gone about the process of adding to Allen Road.

Chair Melendy noted that adding a road, as opposed to vacating a road, is a new process for the Board. He inquired about the right of way width and whether it is enough for a grader to turn around and provide maintenance for the road. Project Coordinator Holt affirmed this to be true.

Commissioner Flores expressed that the residents of Allen Road had previously inquired about the county paving the road. At the time, they were informed that the roads are prioritized in a certain way, and dead-end roads are lower on the list. He inquired if there is currently a timeline for paving since the county is no longer paving roads.

County Manager Atchley explained that there is a program that has all roads listed; dirt roads and dead-end roads rank low and are not a high priority for paving. He noted that the County has one new grader and is experimenting with a piece of equipment that may be an alternative to another $650,000 Gradall for maintaining ditches.

Assistant County Manager Simpron explained the pilot program for the pavement management plan. There is an initial list of prioritizations of paved roads that will be updated every three years in order to include changes in prioritization.

Chair Melendy called for further discussion. None noted.

H. Courthouse Annex Elevator Change Order 1:

Capital Projects Manager, Bobby Keene, presented Change Order 1 explaining the reason as a delay in procurement and delivery required for materials needed for the courthouse annex elevator. The expected delivery was February 2, 2025; the contractor has asked for an additional 40 days to accommodate delays in delivery. The original completion date of March 6, 2025, will be extended to April 15, 2025; no dollar amount will be added to the project due to this change.

Chair Melendy called for any questions related to the change order. None noted.

I. Hardee County Jail Generator Purchase:

Capital Projects Manager, Bobby Keene, presented a request for a mobile generator purchase for the Hardee County Jail. He noted that staff has previously identified the requirements for upgrades to the Hardee County Sheriff Departments Emergency Power System. Working through the Hazard Mitigation Grant Program the County was awarded funding to perform these upgrades including the purchase of a new generator. This has been a lengthy process due to the grant awarding process and manufacturing/procurement of equipment of this size generator, which can be up to 60 weeks. The latest schedule update from the contractor indicates late third quarter 2025.

The current system continues to degrade and is requiring weekly maintenance, which creates a significant public safety concern. County staff are recommending the purchase of a 160KW mobile generator for $119,000, using funds available in the current FY 2025 Budget. This would resolve the ongoing issue until the new generator is ready as well as becoming a valuable asset to the county by providing a backup for the future.

Chair Melendy called for any questions related to this agenda item. None noted.

J. ~~Update on Sale of Resthaven~~: ***Agenda Item 4. J. was moved to be heard after Agenda Item 4.B.***

K. Certificate of Compliance for *GNA Acres* Subdivision:

Community Development Director, Todd Miller, presented a minor subdivision request on behalf of Farr Groves, LLC, to subdivide a 4.7-acre parcel into three new parcels with one remaining parent parcel. The parcel is zoned F-R Farm Residential and is located on the east side of Johns Road. The adjacent properties are zoned F-R, PI (Public Institutional) and A-1 Agricultural. Staff have reviewed the application and found that the request meets all criteria; staff are recommending approval.

Chair Melendy called for any questions or comments from the Board.

Commissioner Miller inquired about the PI (Public Institutional) use for the adjoining property. Director Miller noted that he does not know of a public institution in the vicinity and the property has been zoned this way for the entirety of his 10-year tenure.

L. Certificate of Compliance for *Vang Lee Yang* Subdivision:

Community Development Director, Todd Miller, presented a minor subdivision request on behalf of Mr. Vang Lee Yang to subdivide a 36.5-acre parcel zoned A1 Agricultural with an Agricultural Future Land Use into three 12-acre parcels. All parcels would have frontage on the south side of Steve Roberts Special. Staff have reviewed the application and found it to meet all criteria; staff are recommending approval.

Chair Melendy called for any questions or comments from the Board. None noted.

M. Resolution 2025-33 - Award ITB 25-001 for the Construction of County Road 663 to Ajax Paving Industries of Florida, LLC (Ajax):

Assistant County Manager Simpron presented Resolution 2025-33, the bid-opening results for the resurfacing of County Road 663. The bidding was opened on December 12, 2024, and three bids were received. Assistant County Manager Simpron explained that the resurfacing of the road is divided into three segments with different funding sources for each segment.

The base bid was for 7.6 miles; there are two alternate bids if all of the bids came out higher than the base bid. One alternative option is to reduce the length of the northern and southern segments; the second alternative is to reduce the asphalt thickness from three inches to 2.25 inches. Assistant County Manager Simpron detailed for the Board the breakdown of the three bidders, noting that Ajax was the overall lowest responsive bid. He explained the spreadsheet detailing the different alternate options and the bidding responses.

Assistant County Manager Simpron informed the Board that even with the alternate deductions there is a shortfall in funding for Segments 1 and 3. As soon as he knew this information, Assistant County Manager Simpron contacted FDOT (Florida Department of Transportation) and explained the situation. FDOT reconvened in January and made the decision to fund the shortfall for these segments. The bid is good for 90 days, meaning it will expire on March 12, 2025. The proposed resolution would allow the project to be completed in accordance with the restrictions of both deductive alternates 1 and 2.

Chair Melendy called for any questions or comments from the Board.

Commissioner Miller inquired about the scope of the project whether it reaches south of Limestone or to the Desoto County line.

N. Resolution 2025-34 - County Road 663 Florida Department of Transportation (FDOT) State Funded Grant Supplemental Funding Agreement for 445070-1-54-01 (Segment 1):

Assistant County Manager Simpron continued the discussion from Resolution 2025-33, noting that Resolution 2025-34 pertains to the supplemental funding agreement for Segment 1 of this project. He explained that this resolution is for additional FDOT funding to make up for the shortfall in funding as explained in the previous agenda item.

Chair Melendy called for any questions or comments regarding Resolution 2025-34. None noted.

O. Resolution 2025-35, County Road 663 Florida Department of Transportation (FDOT) State Funded Grant Supplemental Funding Agreement for FPN#445065-1-54-01 (Segment 3):

Assistant County Manager Simpron continued the discussion from Resolutions 2025-33 and 2025-34, noting that Resolution 2025-35 pertains to the supplemental funding agreement for Segment 3 of this project. He detailed for the Board the additional funding needed for the shortfall; when the supplemental agreements are fully executed by FDOT, a budget amendment will be needed to account for the increased funding. The total amount for the shortfall for both segments will be $365,440.

Chair Melendy called for any questions or comments on this agenda item. None noted.

COUNTY MANAGER'S COMMENTS

County Manager Atchley asked the management team to approach the Board and explained that it is time for his annual evaluation. Each Commissioner will receive an evaluation form for the County Manager. The management team is a group that the County Manager works directly with. County Manager Atchley asked each Commissioner to choose two management team members for selection as part of his evaluation process including the two assistant county managers who report directly to him.

Chair Melendy called for any comments.

Commissioner Chancey clarified if the review committee will include five or ten members.

County Attorney Johnston noted that this is not an agenda item that would come before the Board in the form of a vote; this is the distinction why this hand-written list of names is acceptable in this situation.

Chair Melendy called for any further questions or comments. None noted.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Melendy called for public comment. None noted.

Chair Melendy called for any comments from Sheriff, Vent Crawford, or Property Appraiser, Kathy Crawford. None noted.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 10:52 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners

MINUTES

Hardee County Board of County Commissioners

BUDGET WORKSHOP

July 15, 2025, at 8:30 AM

COMMISSIONER CHAMBERS
412 WEST ORANGE STREET,
ROOM 102, WAUCHULA, FL 33873

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Timothy E. Wells	Commissioner	Present	
Noey A. Flores	Vice Chair	Present	
E. Donald Chancey, Jr.	Commissioner	Present	
Russell A. Melendy	Chair	Present	
Kenneth A. Miller	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Present	
Sarah Johnston	County Attorney	Present	
Doug Baber	Assistant County Manager	Present	
Christopher Simpron	Assistant County Manager	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Joley Pleger	Deputy Clerk	Present	

Chair Melendy called the meeting to order at 8:30 a.m.

3. COUNTY BUDGET PRESENTATION

County Manager Atchley thanked the entire team, which included county staff, the five constitutional officers, and their staff, clarifying there were over 1,000 hours invested in creating and presenting this budget to the Board. County Manager Atchley provided a statement to the Board, noting he was not before the Board just to share "the numbers," but to affirm the shared responsibility to preserve the stability, the service quality, and future readiness of Hardee County. County Manager Atchley noted the budget was not about excess, but about essentials, which reflected the disciplined, deliberate work of the team to align every dollar with the County's most urgent needs, i.e., public safety, infrastructure, and long-term resilience. The approach to the budget process included a clear understanding that every tax dollar came from the citizens the County serves, and every tax dollar has been treated with the respect it deserves.
County Manager Atchley detailed the importance of and verified the presented budget was not "a wish list," but was absolutely "a must do list" that supported the County's workforce; delivered on mandates; prepares the County for emergencies and positioned the County to complete for new opportunities while maintaining the fiscal responsibility and transparency to citizens.

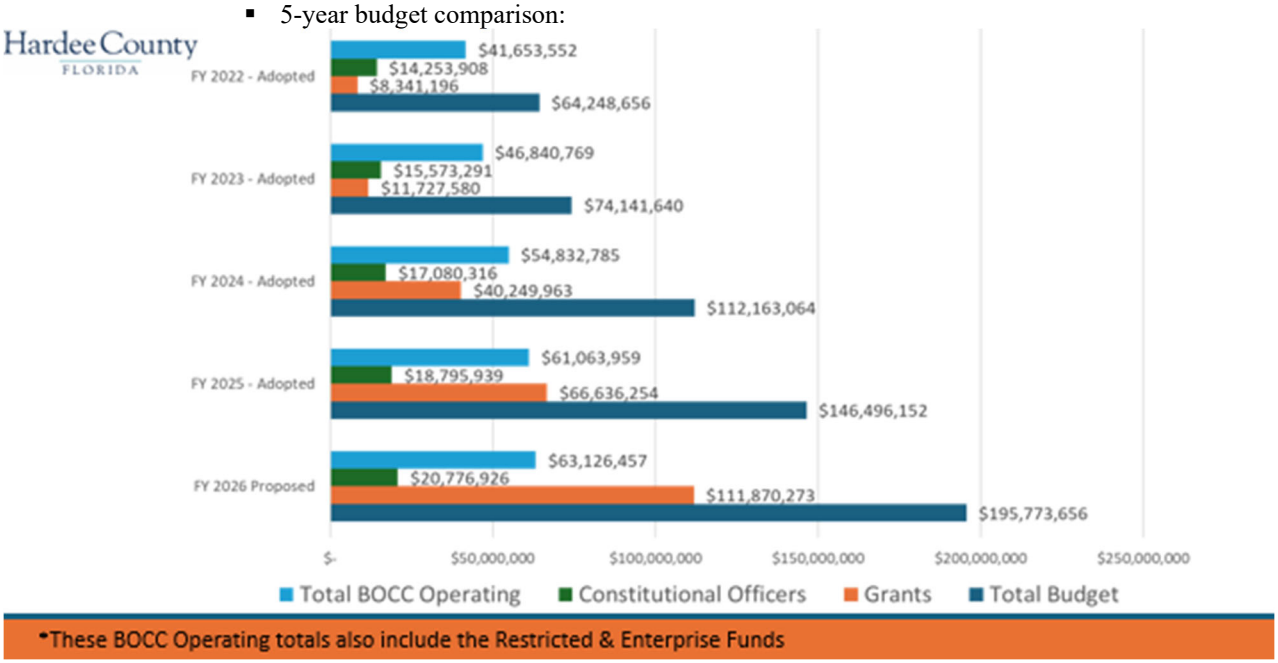
Assistant County Manager Baber, Budget Manager, Diane Moore, and General Services Director, Lorie Ayers, presented following to the Board:

A. Fiscal Year 2025-2026 Recommended Budget Presentation – "Our Future Looks Bright":

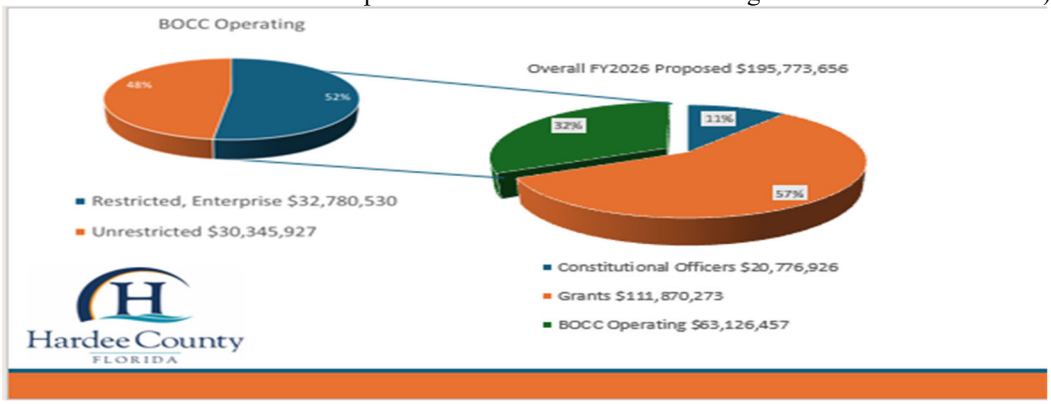
- Introduction to the Budget Document:
  - An overview of the Fiscal Year 2026 Budget - as this overall budget has increased, it is crucial to understand why it will yield positive results for our community:
    - Strategic investments – this budget allows us to invest in areas critical for long-term growth, such as infrastructure improvements, workforce development, and economic development initiatives
    - Grant leverage – the substantial increase in grant funding empowers us to stretch our resources further
    - Responsible budgeting – this budget prioritizes responsible spending while ensuring we have the resources needed to deliver essential services and maintain a high quality of life for our residents
    - The Fiscal Year 2026 Budget represents a thoughtful and strategic approach to our community's future
  - Fiscal stewardship:
    - Hardee County submitted the Fiscal Year 2025 Budget for consideration for the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA)

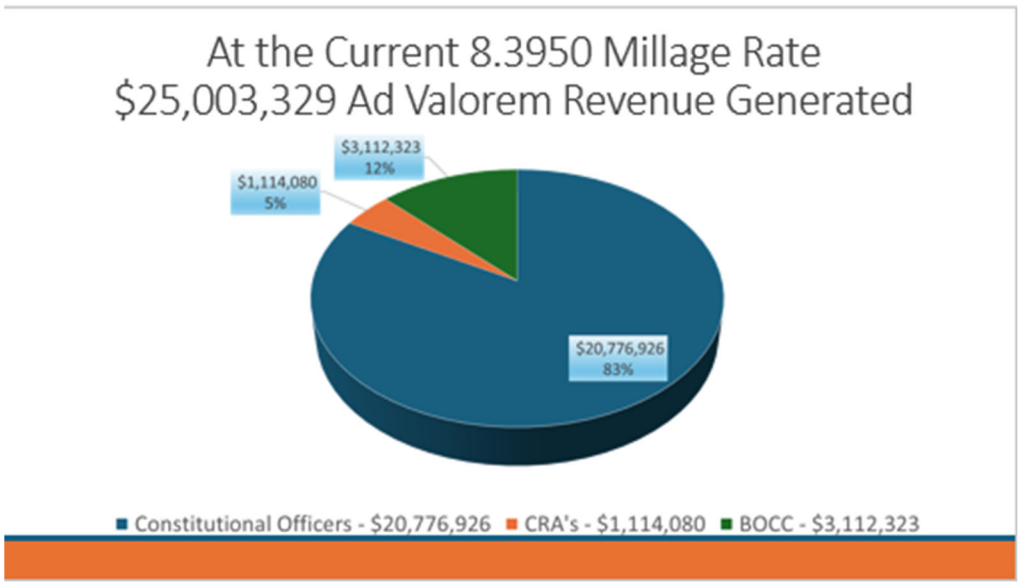
- The award was received for meeting the nationally recognized guidelines for an effective budget presentation
- BOCC budget process timetable:
  - July 10 – budget distributed to the Board
  - July 15 through 16 – BOCC Budget Workshop
  - July 17 – TRIM (Truth in Millage) maximum millage rates approved
  - September 9 – tentative millage rates and tentative budget approved
  - September 23 – adopt final millage rates and budget

- Ad Valorem and Budget Summary:
  - Fiscal Year 2026 Budget overview:
    - Proposed budget - $195,773,656
    - Team Hardee – 224.55 FTE's (full-time equivalent)
    - Taxes – 8.3950 aggregate millage rate
    - 5-year budget comparison:



- The total proposed Fiscal Year 2026 Budget sits at $195,773,656:
  - Grants - $111,870,273 – this substantial increase in grant funding allows us to invest in crucial projects without placing an undue burden on our local taxpayers
  - Constitutional Officer requests - $20,776,926 – these expenditures ensure we fulfill our obligations to essential services
  - Total BOCC operating budget - $63,126,457:
    - This core budget reflects our commitment to maintaining efficient daily operations while allowing for strategic investments in our workforce and infrastructure, as previously discussed
    - Includes restricted funds and enterprise funds - $32,780,530 (these expenditures ensure we fulfill our obligations to essential services)





- **Constitutional Officers:**

Sheriff, Vent Crawford - Request

FY 24-25 Adopted Allocation	$15,161,107.00
FY 25-26 Requested Allocation	$16,853,230.00
Increase	$ 1,692,123.00
Percent of Increase	**11.16%**
Major Variances:	
Salaries & Benefits	$ 1,324,012.00
Operating Expenses & Interfund Transfer/Misc	$ 16,166.00
Capital Outlay	$ 351,945.00
Requested Increase	$ 1,692,123.00

Tab #13

- Sheriff's Office budget history:
  - 2021 - $11,115,000
  - 2022 - $11,650,395 or 4.81 percent
  - 2023 - $12,672,987 or 8.78 percent
  - 2024 - $14,419,771 or 13.8 percent
  - 2025 - $15,161,107 or 5.14 percent
  - 2026 - $16,853,230 or 11.2 percent

Clerk of Courts, Victoria L. Rogers - Request

FY 24-25 Adopted Budget (BOCC Portion)	$859,375.00
FY 25-26 Requested Budget	$1,035,411.00
Increase	$176,036.00
Percent of Increase	**20.48%**
Major Variances:	
Salaries & Benefits	$159,775.00
Operating Expenses & Interfund Transfer/Misc	$ 16,261.00
Capital Outlay	$ 0.00
Requested Increase	$176,036.00

Tab #5

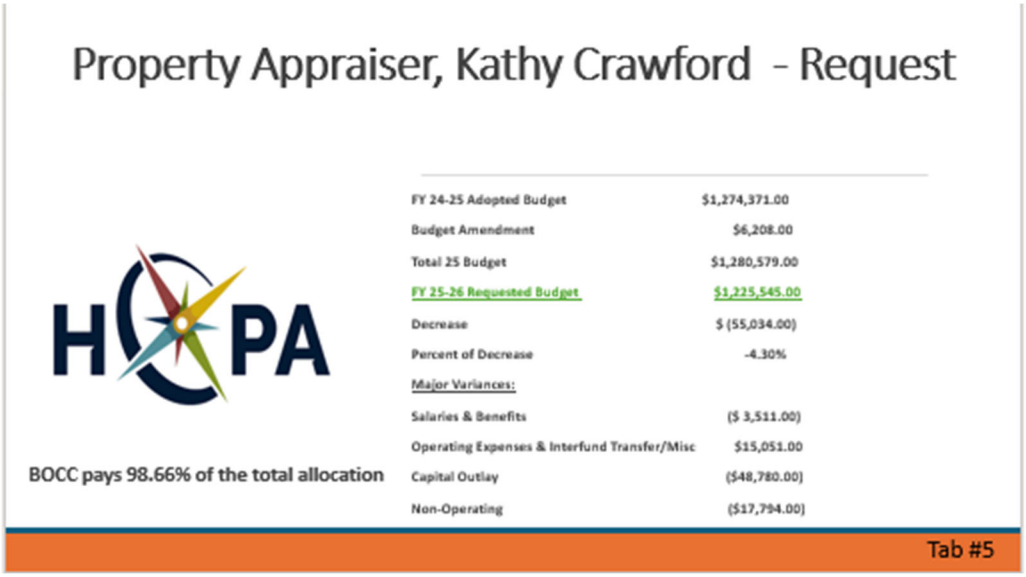
- Clerk of Courts budget history:
  - 2021 - $661,870
  - 2022 - $702,230 or 6.10 percent
  - 2023 - $781,300 or 11.25 percent
  - 2024 - $810,711 or 3.76 percent
  - 2025 - $859,375 or 6 percent
  - 2026 - $1,035,411 or 20.5 percent

Supervisor of Elections, Diane Smith - Request

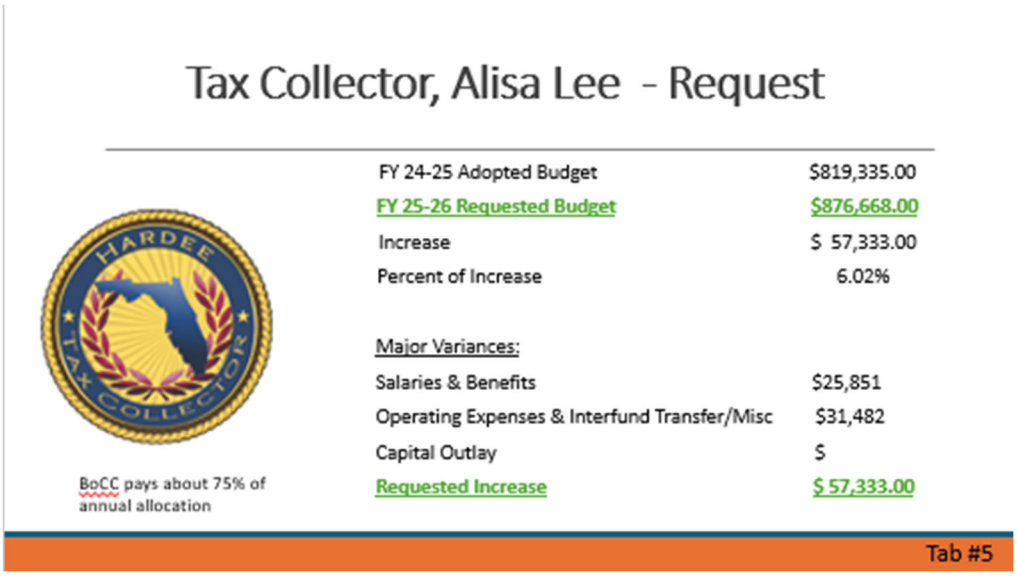
FY 24-25 Adopted Budget	$669,751.00
FY 25-26 Requested Budget	$786,052.00
Increase	$116,301.00
Percent of Increase	**17.36%**
Major Variances:	
Salaries & Benefits	$ 27,301.00
Operating Expenses & Interfund Transfer/Misc	$ 81,000.00
Capital Outlay	$ 8,000.00
Requested Increase	$116,301.00

Tab #5

- Supervisor of Elections budget history:
  - 2021 - $491,947
  - 2022 - $539,843 or 9.74 percent
  - 2023 - $591,418 or 9.55 percent
  - 2024 - $613,424 or 3.72 percent
  - 2025 - $669,751 or 9.18 percent
  - 2026 - $786,052 or 17.36 percent



- Property Appraiser budget history:
  - 2021 - $807,320
  - 2022 - $800,941 or 0.79 percent
  - 2023 - $926,622 or 15.69 percent
  - 2024 - $1,014,622 or 9.50 percent
  - 2025 - $1,274,371 or 25.6 percent
  - 2026 - $1,225,545 or -3.83 percent



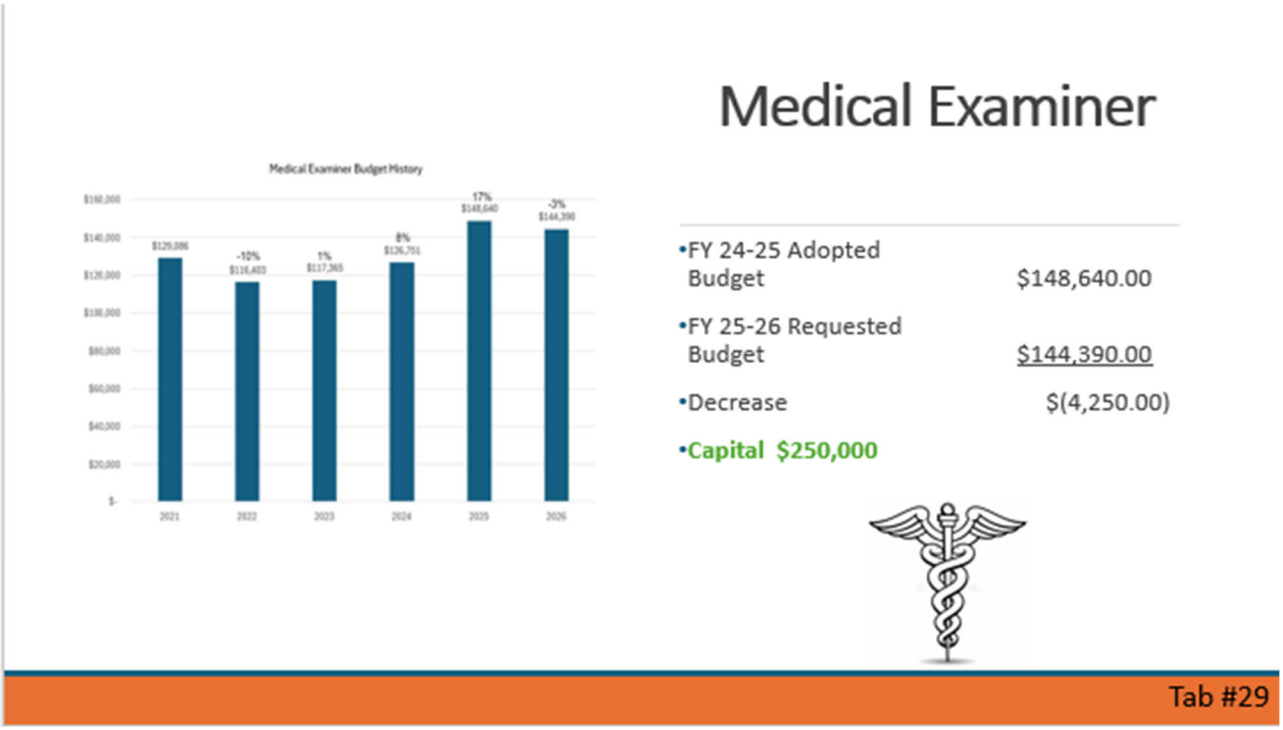
- Tax Collector budget history:
  - 2021 - $531,986
  - 2022 - $547,486 or 2.91 percent
  - 2023 - $610,805 or 11.57 percent
  - 2024 - $711,012 or 16.41 percent
  - 2025 - $819,335 or 15.24 percent
  - 2026 - $876,568 or 7 percent

Chair Melendy called for Commissioner questions.

Commissioner Flores requested the budget book tab numbers be announced, which would allow the Board to follow along with presentation more easily. Assistant County Manager Baber explained the tab numbers were referenced on the slides, and each tab number would be announced with each section review.

Commissioner Flores requested further explanation concerning the referenced four percent increase in each constitutional officer's budget. Assistant County Manager Baber explained each of the constitutional officers, excluding the Sheriff's Office, were advised to include a four percent COLA (Cost-of-Living Adjustment) for their employees and further explained an employee merit raise would be discussed later in the presentation.

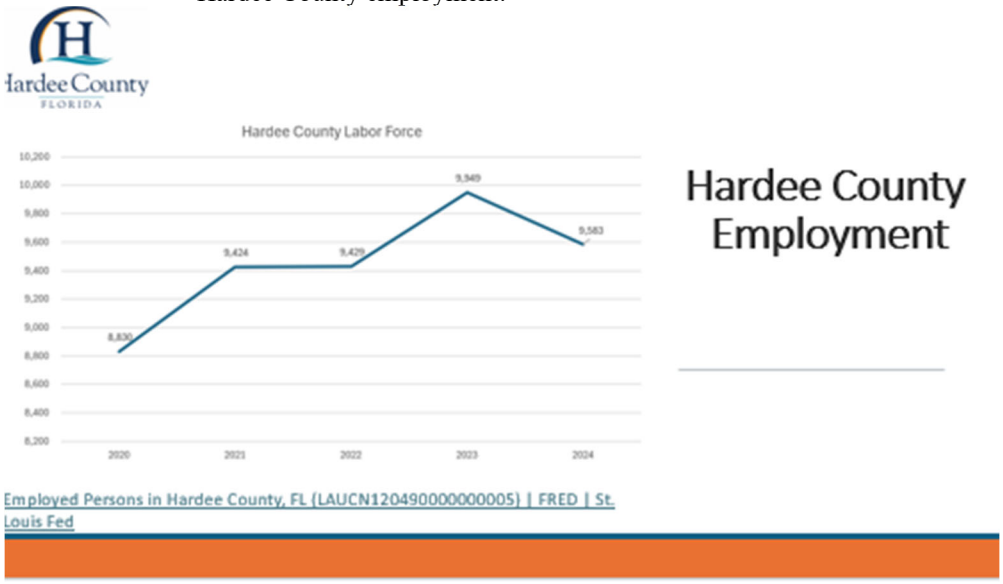
- Judicial Agencies Budget:
  - Guadian Ad Litem
  - Medical Examiner:



  - Public Defender
  - State Attorney
  - Circuit and County Court
- **Strategic Plan**:
  - Strategic Plan vision and mission:
    - **Vision** – to have a strong community of integrity where people want to be
    - **Mission** – building a vibrant and resilient environment focusing on the health, safety, and welfare of the community
    - Strategic Plan core values:
      - **Engaged** – focus on the community and strive to provide continuous transparent communication
      - **Innovative**:
        - Create and capitalize on opportunity
        - Be responsive and persistent
        - Employ our expertise and knowledge
      - **Intentional**:
        - Bridge necessities with resources for today and tomorrow
        - Dedicated to achieving our mission and vision for the future
      - **Leadership** – promote effectiveness and efficiency and foster mutual understanding and respect
    - Strategic Plan focus areas:
      - Housing
      - Education-workforce
      - Public services and government
      - Healthcare
      - Economic development
      - Land use, transportation, and infrastructure

- Recreation/open space/environment

- Economic Scan:
  - Fiscal outlook and budget strategy:
    - Total proposed budget - $195.7 million
    - Strategic investments in infrastructure, workforce, and economic development
    - Increased grant funding to reduce taxpayer burden
    - Proposed millage rate – 8.395 mills (9.83 percent increase over rollback rate)
    - Hardee County employment:

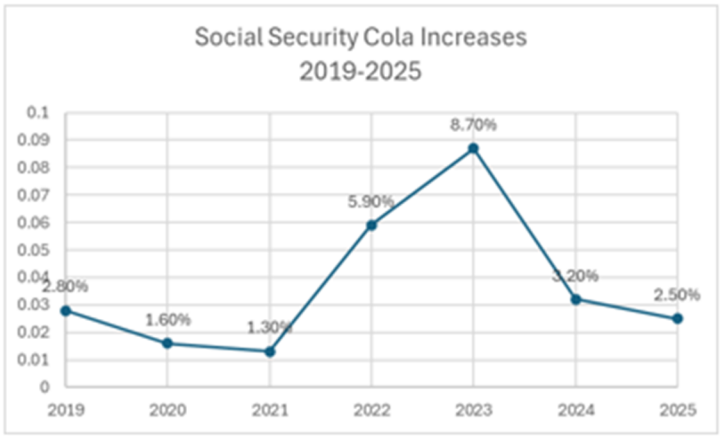


    - Median Hardee County homes values:

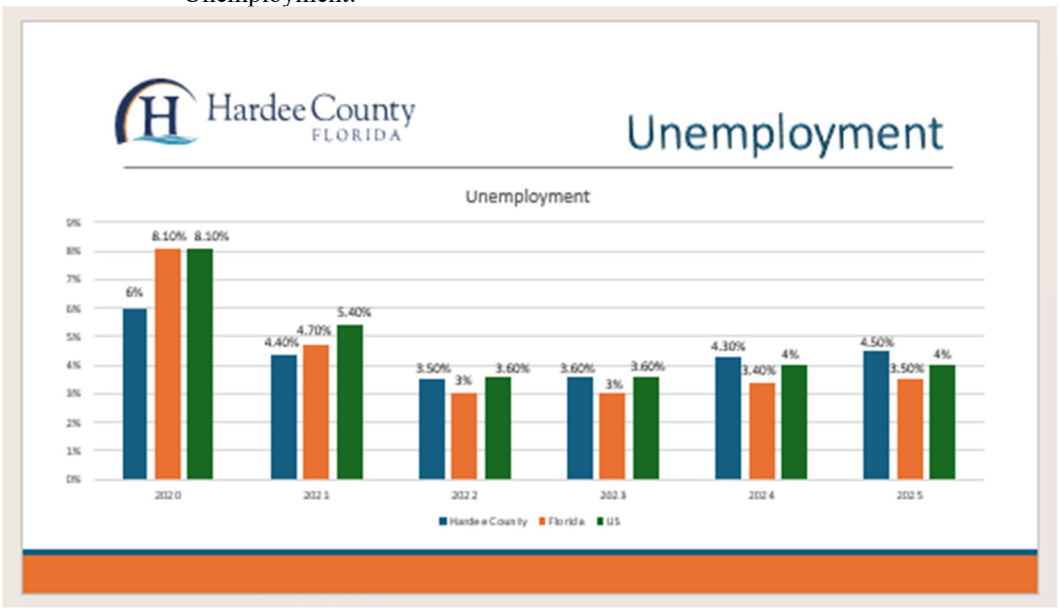


    - Inflation:
      - Headline CPI (Consumer Price Index) is rising at a moderate rate of plus 2.4 percent year-over-year
      - Food inflation – 2.9 percent average
      - Energy inflation - 6.8 percent
      - Core CPI (housing, apparel, medical care, recreation, and communication less food and energy) – 2.8 percent
      - 12-month percentage change – Consumer Price Index (CPI) May 2025:
        - All items – 2.40 percent
        - Food – 2.90 percent
        - Energy – 6.80 percent
        - All items less food and energy – 2.80 percent
    - Social Security COLA increases 2019-2025:

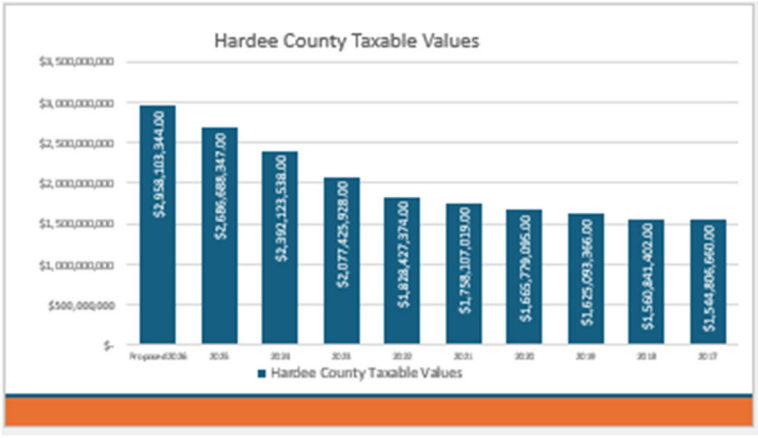
- Average total increase is 28.28 percent
- Average COLA increase is 4 percent



- Unemployment:



- Workforce and economic development:
  - The Development Group currently recruiting new CEO (Chief Executive Officer) – received over 85 applications to date
  - Strategic planning focused on resilience, health, safety, and innovation
- Hardee County taxable values:



- Real property vs. tangible property taxable value:

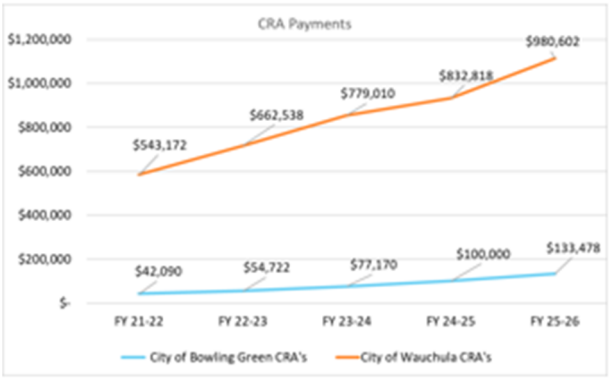
Certified by Property Appraiser (DR-240 Form)	Current	Last Year	Difference
Taxable Value of Real Property	$ 1,788,507,876.00	$ 1,524,040,803.00	$ 264,467,073.00
Taxable Value of Tangible Personal Property	$ 1,180,801,086.00	$ 1,121,606,729.00	$ 59,194,357.00
Centrally Assessed Property	$ 9,050,605.00	$ 8,554,869.00	$ 495,736.00
Total Taxable Value	$ 2,978,359,567.00	$ 2,654,202,401.00	$ 324,157,166.00

Commissioner Flores requested further explanation of the term "centrally assessed properties." Budget Manager Moore explained the property is assessed by the State and examples are publicly owned utilities or railroads.

- Hardee County new construction taxable value:

Construction	Amount
New Construction Taxable Value	$ 26,105,243.00
Value Demolished or Taken Off the Roll	$ 5,849,020.00
Net New Taxable Value	$ 20,256,223.00

- Community redevelopment areas:
  - City of Wauchula - $980,602.00 for 2026
  - City of Bowing Green (two areas) - $133,478.00 for 2026
  - Total - $1,114,080.00
- Community redevelopment payment history:



- Personnel Improvements:
  - Organizational chart
  - Investing in our greatest asset – Hardee County BOCC employees:
    - Hardee County continues to commit to a critical investment in the very foundation of our success – in our employees

- The Hardee County Board of County Commissioners has consistently delivered exceptional service to our community
- But this success would not be possible without the dedication, skill, and hard work of a talented workforce

- Wage compression and minimum wage increase:
  - Hardee County made this leap last year to bring all our employees up to $15 per hour
  - We are proud to report that we are ahead of the game because we want our employees to know they are our highest priority
  - We were able to fix wage compression last fiscal year, and made sure all employees were at least $1 over a new employee being hired for that same position
  - On November 3, 2020, Florida voters approved a constitutional amendment to gradually increase the state's minimum wage each year until reaching $15.00 per hour in September 2026
- Four percent COLA (Cost-of-Living Adjustment) recommended increase:
  - The primary goal of a COLA increase is to protect employees from the erosion of their real wages due to inflation
  - As prices for goods and services rise, a COLA increase adjusts compensation upward to reflect these higher costs
  - On October 1, 2025, each employee will receive a four percent increase
- Merit and cost-of-living adjustment:
  - Three percent merit - $207,953
  - Four percent COLA - $543,069
  - Fire department contract:
    - Two percent COLA - $56,295
    - Step - $64,986
  - Performance-based merit increases:
    - Continuing in Fiscal Year 2026, each employee has the potential to earn up to a three percent merit increase on their anniversary date or last date of promotion as a part of their performance review
    - Example:
      - John and Mary are both utility field works, Mary comes to work every day, does her best to complete her tasks, and is a top performer
      - John on the other hand calls in constantly and underperforms
      - So, Mary will get the three percent merit increase, while John may get a lower percent increase or a zero percent merit increase
    - This type of merit system has proven to increase productivity and reward employees for their exemplary performance

Commissioner Miller noted not all employees would receive the full three percent increase and questioned whether there would be funds left over, i.e., was the plan to spend all of the merit funds or just a portion of the funds. Assistant County Manager Baber explained he had factored into the budget one-half of a year at 1.5 percent across the board; therefore, there should not be any excess funds due to the merit increase being effective for each individual employee's employment date.

- Full-time equivalent (FTE) count:
  - New positions:
    - There were over 20 new positions requested by various departments during the budget process
    - After careful consideration, only 13 of those new positions were added to the budget
    - Additionally, two part-time positions were increased to full-time positions
    - Fiscal Year 2026 budgeted positions:
      - Building – one permitting technician
      - Facilities – two maintenance technicians and one custodian
      - Information technology – one technician
      - Procurement – one buyer
      - Parks & Recreation – one grounds keeper and one custodian
      - Public Works – four maintenance workers
      - Solid Waste – one heavy equipment operator
      - Veteran's Services - .5 part-time to full-time Veteran's Officer

- Library - .5 part-time to full-time library assistant

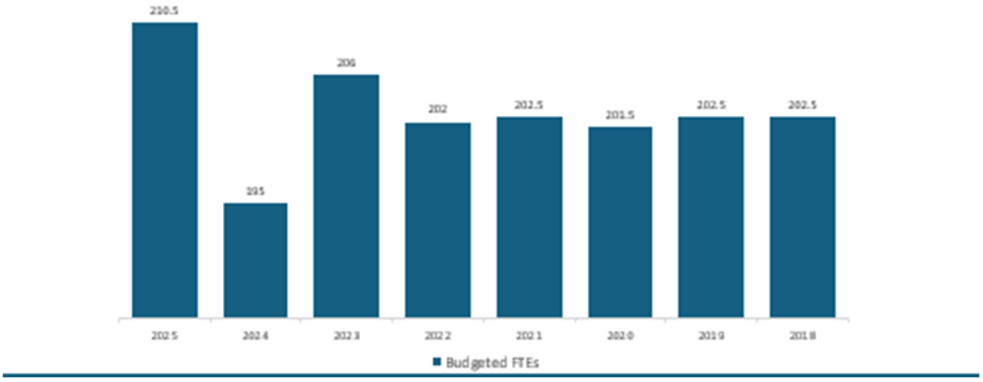
Chair Melendy questioned whether there was other funding sources available for any of the employee positions. Assistant County Manager Baber explained there were no grants that could be specifically utilized, the transportation trust funds cover the public works positions and facilities positions, and the building department's fund is replenished by fee collection.

Commissioner Chancey requested the employee numbers for the facilities department. Assistant County Baber noted there were 18 employees, which included four or five maintenance workers in the road and bridge department and for clarification eight new employees were requested; however, the goal is to hire four new employees.

Commissioner Wells requested the number of facilities department employees excluding the custodians and the cost per new employee. Assistant County Manager Baber explained there is eight full-time employees that included supervisors and crew leaders and noted the two new positions would cost $32,800.00 per year for entry level positions.

Commissioner Miller noted the cost of $32,800 would not be the total cost due to the benefits amount not being included in the estimate. Assistant County Manager Baber confirmed the total cost would be $45,000 to $50,000 when benefits were included. Commissioner Miller questioned whether the request for new solid waste department employees was determined by an increase in landfill usage by the public and whether the tipping fees were covering the cost of the landfill. Assistant County Manager Baber explained the estimate for received tonnage was approximately 3500 tons with two and one-half months left in the fiscal year, the tipping fee does off-set the cost, and a five percent increase for disposal is being requested, which will be discussed in further detail later in the presentation.
Commissioner Miller further questioned whether the tonnage deposited in the landfill was increasing. Assistant County Manager Baber noted the numbers were 100 percent on the increase and provided the tonnage numbers from 2023 forward.

- Hardee County FTE history:



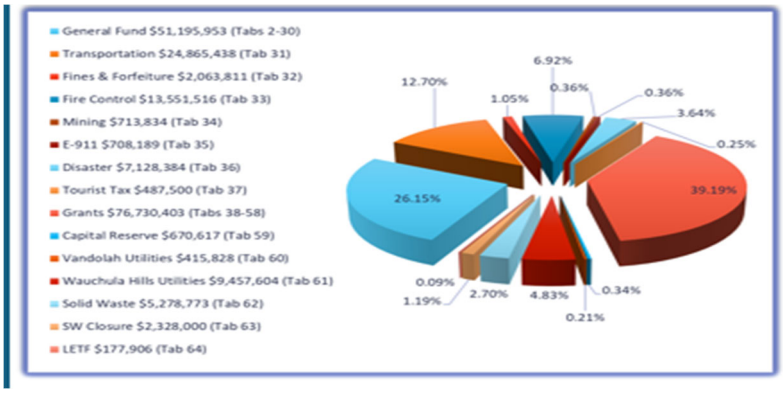
Chair Melendy recessed the meeting at 9:34 a.m.
Chair Melendy reconvened the meeting at 9:45 a.m.

Assistant County Manager Baber corrected his earlier statement regarding the number of facilities department employees and clarified there were 10 employees not including the custodian positions.

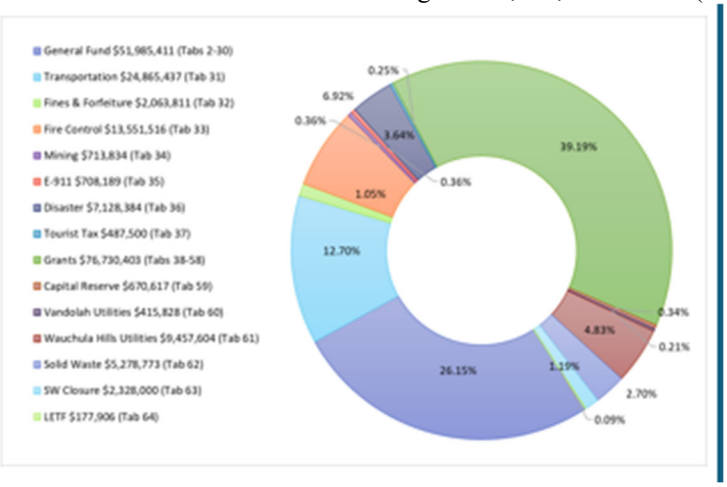
- Capital Improvement Projects Completed in Fiscal Year 2024-2025 (pictures):
  - Hardee County Library Teen Area
  - Hardee County Library Children's Area
  - New upgrades:
    - Door signs at the annex building and courthouse
    - Upgraded TV's and monitors for chambers conference room
    - New ADA (*Americans with Disabilities Act)* compliant elevator installed
  - Parks & Recreation – Magnolia Manor
  - Parks & Recreation – baseball field
  - Pioneer Park
  - Hardee Lakes Park
  - Public Works

- Fleet Department – new equipment list: A/C machine, air jack for the big trucks, and two jacks
- Procurement Department – new ladder for employee safety, new fan for climate control, and new shelving to replace broken shelves
- Extension Office
- Wildlife Refuge
- Solid Waste – semi, dozer, and track hoe
- New equipment – motor grader, half bat mowers, six-foot mowers, Kubota tractors, claw truck, and dump trucks
- Hardee County affordable housing:
  - In the past two years, seven homes have been demolished and rebuilt with the assistance of our approved contractors and local non-profit organization, SendMeMissions, Inc., as a result of Hurricane Ian's impact
  - First Time Home Buyer Assistance Program:
    - Five completed closings in the last three years
    - Income category – very low, low, and moderate
    - Maximum award:
      - $25,000 – very low-income and low-income households
      - $20,000 – moderate income households
    - Strategy assists first time homebuyers with down payment and closing costs to purchase a single-family site-built home or modular, manufactured, or mobile home for an applicant that obtains a first mortgage with state certified lending institution
    - Terms – 10-year forgivable deferred loan
  - Demolition/Reconstruction:
    - Income category – very low and low
    - Maximum award – up to $180,000
    - The strategy will provide funds for demolition and replacement to eligible applicants whose home needs more than $70,000 for rehabilitation
    - The home will be constructed on the same property
    - Homes destroyed by fire, or another catastrophic event will also be assisted under this strategy
    - Mobile and manufactured homes will be removed from the site and replaced with site-built home or modular, manufactured or mobile home
    - Under current policy, no owner-occupied dwelling will be subject to condemnation from program determinations
    - Only those dwellings occupied by eligible homeowners wishing to participate in this voluntary demolition action will be considered providing it meets the criteria
    - Terms – 10-year forgivable deferred loan

- Recommended Budget Summaries:
  - The budget structure:
    - Government accounting subdivides the budget into "funds"
    - Fund accounting allows a government to budget and account for funds restricted by law or policy
    - Each fund must balance, meaning that the revenues must equal the expenditures in each fund
  - Fiscal Year 2026 total recommended budget $195,773,656 million (revenues):



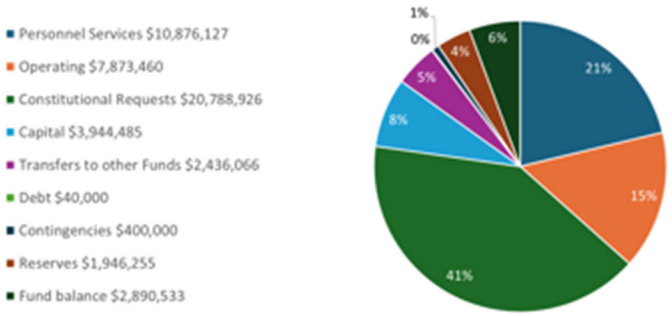
- Fiscal Year 2026 total recommended budget $195,773,656 million (expenditures):



- Fiscal Year 2026 General Fund (001) – Revenues - $51,195,853 million:
  - This shows the revenue in the general fund as a percentage for ad valorem, local taxes, fees, state revenues, charges for services, fines and forfeiture, other earnings, and cash forward:
    - Cash forward - $10,004,184 or 95 percent
    - Other earnings - $631,870 or 1.2 percent
    - Court related/fines and forfeitures - $15,300 or 0.03 percent
    - Charges for services – $2,863,840 or 5.6 percent
    - State revenues - $7,894,855 or 15.6 percent
    - Fees - $959,475 or 1.9 percent
    - Local taxes - $3,750,000 or 7.3 percent
    - Ad valorem taxes - $25,003,329 or 48.8 percent
  - Ad valorem taxes – what does it fund:

Items	Amount
Current Proposed Millage Rate	8.3950
Constitutional Officers Budgets	$ 20,776,926.00
CRA's	$ 1,114,080.00
Remaining Goes to BOCC - Unrestricted	
Remaining Goes to BOCC - Restricted/Enterprise Funds	$ 32,780,530.00
Total for Remaining BOCC(can only cut this)	$ 30,345,927.00

- Fiscal Year General Fund (001 Fund) $51,195,852 million expenditures – by cost category:



Tab #s 3-30

- Fiscal Year 2026 General Fund (001) $9,049,715 million expenditures – general government departments:
  - BOCC - $514,290
  - Procurement - $495,439
  - Legal Services - $200,00
  - Facilities - $2,636,389
  - County Manager - $428,867
  - Grants Management - $365,437
  - Community Development - $693,872
  - Miscellaneous - $1,983,895
  - Human Resources - $622,350
  - Management and Budget - $545,374
  - ITS - $563,802
- Fiscal Year 2026 General Fund (001) $7,053,958 million in expenditures – public safety:
  - Detention Facility - $1,253,604 or 18 percent
  - Building Department - $881,053 or 12 percent
  - Emergency Management $443,949 or 6 percent
  - EMS - $3,872,527 or 55 percent
  - Code Enforcement - $208,435 or 3 percent
  - Miscellaneous - $394,390 or 6 percent
- Fiscal Year General Fund (001 Fund) $2,589,169 million expenditures – physical environment – economic environment – human services:
  - Human Services - $1,637,467
  - Economic environment - $321,828
  - County Extension - $491,513
  - Soil Conservation - $138,361
- Fiscal 2026 General Fund (001 Fund) $4,001,230 million expenditures – cultural and recreation:
  - Library - $456,666.00 or 11 percent
  - Parks & Recreation - $950,359.00 or 24 percent
  - Wildlife Refuge - $475,321.00 or 12 percent
  - Hardee Lakes Park - $1,067,904.00 or 27 percent
  - Pioneer Park - $841,814.00 or 21 percent
  - Museum - $146,366.00 or 4 percent
  - Miscellaneous - $62,800.00 or 1 percent
- General Fund Fiscal Year 2026 capital requests – total proposed- **$3,944,485**:
  - Procurement:
    - RF (roll forward) stockroom upgrade - $16,000
    - RF stockroom equipment - $11,000
    - Total request - **$27,000**
  - Information Technology Services (ITS):
    - Firewall replacement EOC server room - $10,000
    - Synology NAS replacement x2 - $10,000

- Ford transit cargo van - $65,000
- Server replacement - $13,000
- Total request - **$98,000**

- Facilities:
  - Civic center refresh - $30,000
  - Civic center digital sign - $75,000
  - Civic center upgrade lighting - $15,000
  - Civic center commercial fridge - $15,000
  - Civic center freezer - $15,000
  - Civic center lift - $15,000
  - Tow behind lift w/generator - $75,000
  - A/C replacement county-wide - $325,000
  - RF floor replacement - $17,161
  - Total request - **$582,161**
- Facilities Detention:
  - Floor paint recurring - $10,000
  - AC replacement - $200,000
  - Walk-in cooler - $30,000
  - RF equipment replacement - $29,380
  - Total request - **$269,380**
- Building Department:
  - Office remodel - $30,000
  - New truck for new employee - $50,000
  - Scanner/printer lease - $10,000
  - Total request - **$90,000**
- Emergency Management:
  - Three portable emergency message boards - $32,000
  - Total request - **$32,000**
- Emergency Medical Services (EMS):
  - Lifepack 15 (three at $50,000 each) - $150,000
  - Laryngoscope replacement (six) - $20,000
  - RF signage and Tanker 1 refurbish - $87,200
  - Total request - **$257,200**
- Soil Conservation:
  - Carpet/flooring update - $10,000
  - Air conditioner - $40,000
  - Total request - **$50,000**
- County Extension:
  - Office updates/upgrades - $10,000
  - Bathroom breezeways - $50,000
  - Window replacement - $25,000
  - Exterior rehab - $20,000
  - Resurface parking lot - $50,000
  - Kitchen upgrades - $10,000
  - Total request - **$165,000**
- Marketing:
  - Gateway signs - $80,000
  - Total request - **$80,000**
- Veterans:
  - Vehicle/rideshare program - $50,000
  - Total request - **$50,000**
- Human Services (HS) Miscellaneous:
  - A/C handler contract Health Department - $250,000
  - Roof repair Health Department - $300,000
  - Total request - **$550,000**
- Library:
  - Update library circulation desk - $30,000
  - Permanent children's programming area - $10,000

- Teen study area - $10,000
- Adult area - $10,000
- Books - $31,600
- Total request - **$91,600**

- Parks & Recreation:
  - Parks beautification - $25,000
  - Wooden walkways – Hardee Park - $15,000
  - Fence – Magnolia Manor Park - $40,000
  - Baseball field improvement – Hardee Park - $45,000
  - Baseball field scoreboards – Hardee Park - $50,000
  - Restrooms – Magnolia Manor Park - $30,000
  - Safety fence – Hardee Park - $150,000
  - RF Hardee Park asphalt - $50,000
  - Total request - **$405,000**
- Wildlife Refuge:
  - Animals - $15,000
  - Otter enclosure update - $5,000
  - Raccoon enclosure - $25,000
  - Total request - **$45,000**
- Hardee Lakes Park:
  - Shop replacement - $150,000
  - Disc golf course - $25,000
  - Road improvement - $50,000
  - RV site pad installations - $50,000
  - Wooden walkways bridges - $10,000
  - Kubota UTV - $23,000
  - Dump trailer - $35,000
  - RF RV sites pad installations - $100,000
  - Total request - **$443,000**
- Pioneer Park:
  - Parking lot renovation - $180,000
  - Playground - $100,000
  - Digital road sign - $75,000
  - Sound system Nickerson-Ullrich Barn - $15,000
  - RF pool pavilion remodel - $12,144
  - Total request - **$382,144**
- Museum:
  - Modification to floors and walls - $20,000
  - Replace glass case tops - $12,000
  - Two teleprompters - $5,000
  - Signs and lights for village - $15,000
  - Bench seating for village - $5,000
  - Fence around carved bear and train - $10,000
  - RF museum remodel - $10,000
  - Total request - $77,000

Chair Melendy called for Commissioner questions.

Commissioner Flores requested more information concerning the wooden walkways at Hardee Lakes. County Manager Atchley explained the walkways were the wooden walkway bridges over the small ditches located around the Mosaic Pavillion. Commissioner Flores further requested whether there were future plans concerning the main boardwalk that is in bad condition. County Manager Atchley advised the agency's direction so far has been to allow the boardwalk to remain for now and the hope is to gain permission to go in and rebuild the boardwalk in the future.

Commissioner Flores noted the format of the capital requests have changed and now they were provided in a large list. Specifically, the budget notes explaining the capital requests were becoming vague and Commissioner Flores noted more information was needed when reviewing the budget; however, he did think the presentation was very well done or put together. Assistant County Manager Baber explained the information details were entered in the ADG financial software,

which could be easily accessed and the previous budget notes contained old information that needed to be "cleaned up." The plan going forward was to include up-to-date information in the budget notes. Commissioner Flores reiterated the importance of the Board having budget notes/information when reviewing the budget.

Commissioner Chancey requested further explanation regarding the roll forward items. Assistant County Manager Baber explained if the budgeted funds were not expended this fiscal year, then the funding amount was included in the cash forward line-item and not set out as a request in the new budget.

Commissioner Miller noted the current capital estimate was $4 million, looking forward, the average capital request was $6 million per year, and increasing to $12 million in 2026/2027. He questioned whether the increase was a result of projects being continually pushed forward. Assistant County Manager Baber clarified $11 million was "cut" from the department's capital requests to reach the $3.9 million current request and the "cut" requests were rolled forward to the next fiscal year. Commissioner Miller questioned whether a "return on investment" was calculated into the capital assessment, i.e., savings on equipment repairs, and fuel, etc. Assistant County Manager Baber noted the County has been "playing catch-up" since his employment began, there has been equipment with a $50,000 repair cost, and the "the return on investment" was absolutely management's approach to capital spending. Commissioner Miller suggested the budget information the Board reviews include the "why" for the capital request.

- Transportation Trust (102 Fund) revenues:
  - Revenues - $24,865,438 million:
    - General government taxes - $2,225,000
    - State grants - $12,507,423
    - Interest and other earnings - $15,450
    - Other sources - $286,700
    - Licenses/permits/fees - $31,500
    - State shared revenues - $3,337,080
    - Sales - $50,000
    - Federal grants - $4,225,296
    - Charges for services - $55,000
    - Miscellaneous - $257,000
    - Fund balance - $2,041,851
    - Less 5 percent - $166,862
  - Expenditures - $24,865,438 million by cost category:
    - Fund balance - $231,000
    - Contingency - $100,000
    - Capital - $18,541,219
    - Operating - $2,168,368
    - Personnel - $3,824,851
    - Road and Bridge Department capital request - **$1,647,500:**
      - Bridge deficiencies - $125,000
      - Streetlights - $50,000
      - Pavement Management Plan - $400,000
      - New Gradall - $640,000
      - Side arm mower - $200,000
      - 4-inch piston pump - $5,000
      - Plate compacter - $7,500
      - D3 dozer - $190,000
      - Traffic counters - $25,000
  - Infrastructure capital projects:
    - Bridge replacements – North Hollandtown Road and Polk-Hardee Line CR 664 - FDOT (Florida Department of Transportation) work in progress
    - Hurricane Ian repairs – eight bridges under consolidated bid package – funded in disaster (tab #36) - $550,493.11
    - Utilities and Facilities Master Plan – RFQ 25-005 for architecture and engineering services – funded in Wauchula Hills Enterprise - $850,000
  - Fleet Maintenance capital request - **$36,000**:

- Shop welder - $7,000
- Plasma cutter - $10,000
- RF electrical doors and flooring - $19,000

- Capital Projects capital request - **$25,000**:
  - Transit device - $5,000
  - Ground penetrating radar (GPR) - $20,000
- Transportation Trust Fiscal Year 2026 capital request overall - **$1,708,500:**
  - Road and Bridge - $1,647,600 or 96.43 percent
  - Fleet - $36,000 or 2.11 percent
  - Project management - $25,000 or 1.46 percent

Chair Melendy called for Commissioner questions.

Commissioner Flores requested more information concerning a transit device. Assistant County Manager Baber explained the transit device would help with surveying, working with grades, and would be shared with other departments. The ground penetrating radar would be used for locating property pens, which currently requires contracting with a land surveyor, and costs approximately $7,000 to $8,000 per request.

- Fiscal Year 2026 Fine & Forfeiture (103 Fund) $2,063,811 million revenues:
  - Criminal justice - $10,000
  - Court surcharge - $32,000
  - Traffic surcharge - $125,000
  - County Probation fees - $52,000
  - Pre-trial release - $16,000
  - Interest - $2,000
  - Transfer from General Fund - $1,091,613
  - Cash forward - $202,680
  - Cash forward restricted - $502,518
- Fiscal Year 2026 Fine & Forfeiture (103 Fund) $2,063,811 million expenditures:
  - Courthouse security - $23,800 or 1.15 percent
  - Courthouse facilities - $879,829 or 42.63 percent
  - Court systems ITS - $317,159 or 15.37 percent
  - County Probations - $273,505 – or 13.25 percent
  - Miscellaneous - $544,518 or 26.38 percent
  - Contingencies - $25,000 or 1.21 percent
- Fine & Forfeiture capital requests – overall **$378,335**:
  - Courthouse security X-ray machine - **$22,000**
  - Courthouse facility:
    - Court Room B floor replacement - $25,000
    - Security door lock system - $50,000
    - Railing replacement - $15,000
    - Facility upgrades - $50,000
    - Carpet in Clerk of Courts Office - $25,000
    - Sidewalk replacement – $25,000
    - Electrical upgrades for landscaping - $10,000
    - A/C replacement courthouse - $50,000
    - RF courthouse A/C units $52,888
    - Total request **- $302,888**
  - Courthouse system ITS:
    - State Attorney machinery and equipment - $10,000
    - Public defender building - $7,947
    - Circuit county court machinery and equipment - $20,500
    - Total request - **$38,447**
  - County probation – remodel **$15,000**

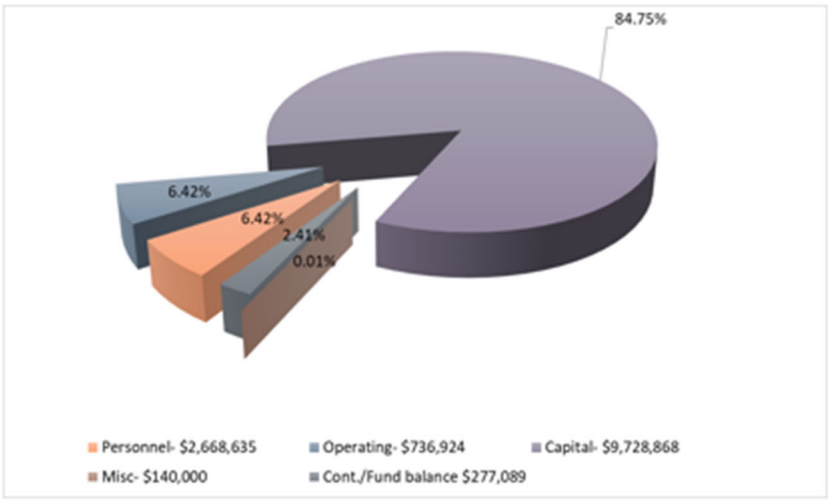
Chair Melendy called for Commissioner questions. None noted.

- Fiscal Year Fire Control (107 Fund) $13,551,516 million revenues:

Category	Amount	Percentage
State Grants	$9,571,068.00	69.90%
State Shared Revenues	$8,000.00	0.06%
Charges for Services	$39,000.00	0.28%
Interest & Other Earnings	$37,500.00	0.27%
Special Assessments	$2,823,975.00	20.62%
Misc.	$1,000.00	0.01%
Other Sources	$712,172.00	5.20%
Fund Balance	$500,000.00	3.65%
Less 5%	$(141,199.00)	

Tab #33

- Fiscal Year 2026 Fire Control (107 Fund) $13,551,516 million expenditures:



- Fire Control capital request:
  - Fire assessment study - $25,000
  - Engine-3 pump overhaul - $50,000
  - Total request **$75,000**
- Fiscal Year 2026 Mining (109 Fund) $713,834 revenues:
  - Cash forward - $201,334 or 28 percent
  - Mining fees - $510,000 or 72 percent
  - Interest - $2,500 or 0.35 percent
- Fiscal Year 2026 Mining (109 Fund) $713,834 expenditures:
  - Personnel - $374,037
  - Operating - $243,116
  - Transfer to General Fund - $50,000
  - Contingency - $25,000
  - Fund balance - $11,681
  - Reserve for machinery - $10,000

Chair Melendy called for Commissioner questions.

Commissioner Miller noted there were past issues with reimbursable fees, questioned whether the services budget should be increased, and thought there might be potential for exposure, which would require future amendments. Assistant County Manager Baber noted the budgeted contingency could be increased, some of the reimbursable fees were still in the unknown category and thought an amendment to increase contingency countywide by $500,000 should be considered.

- Fiscal Year 2026 E911 (110 Fund) **$708,189:**
  - E911 is funded from cellular phone bills
  - Provides County E911 with the opportunity to make system upgrades
  - Provides training for the E911 staff
  - These are restricted dollars – they can only fund E911 activities
  - State shares - $175,000 or 24.71 percent
  - Interest - $2,500 or 0.35 percent
  - Fund balance - $342,075 or 48.30 percent
  - State grants - $188,614 or 26.63 percent
- Fiscal Year 2026 Disaster (111 Fund) $7,128,384:
  - Expenditures:
    - Public safety - $7,003,384
    - Transfer to TT (Transportation Trust) - $125,000
    - This fund is restricted to Hurricane Ian and Hurricane Milton repairs
    - Federal grants - $2,163,755 or 30 percent
    - State grants - $72,500 or 1 percent
    - Fund balance - $4,892,129 or 69 percent
- Fiscal Year 2026 Tourist Development Council (TDC - 112 Fund) $487,500:
  - Revenue:
    - General government tax - $85,000 or 17.44 percent
    - Fund balance - $391,000 or 80.21 percent
    - Interest - $11,500 or 2.36 percent
  - Expenditures:
    - Personnel services - $38,095
    - Operating - $50,000
    - Capital - $80,000
    - Contingency - $319,405
  - Capital request:
    - Hardee County entry sign - $80,000

Chair Melendy called for Commission questions.

Commissioner Miller questioned whether the upcoming Pioneer Festival had requested funding. Assistant County Manager Baber advised community events was a budget line-item, there was a conversation about a request for approximately $5,000, but no formal request has been made. Any community event would need to expend the funds and then submit a request for reimbursement from the TDC.

Chair Melendy recessed the meeting at 11:00 a.m.
Chair Melendy reconvened the meeting at 11:10 a.m.

- Fiscal Year 2026 Grants (135 Fund) $76,730,403:

REVENUES

Category	Amount	Percentage
Federal Grants	$1,683,792.00	2.19%
State Grants	$73,890,659.00	96.30%
Local Grants	$1,038,040.00	1.35%
Interest & Other Earnings	$1,000.00	0.01%
Misc.	$17,507.00	0.02%
Other Sources	$99,405.00	0.13%

EXPENSES

Category	Amount	Percentage
Public Safety	$49,193,893.00	64.11%
Physical Environment	$21,108,488.00	27.51%
Transportation	$107,084.00	0.14%
Economic Environment	$351,000.00	0.46%
Human Services	$92,438.00	0.12%
Culture & Recreation	$5,875,000.00	7.66%
Other Uses	$2,500.00	0.01%

  - Grant management cycle:
    - Pre-award phase – research, proposal development, and application submission
    - Award phase – application review, negotiation, and acceptance

- Post-award phase – implementation and management, monitoring and reporting, evaluation, and closeout

Chair Melendy called for Commissioner questions.

Commissioner Miller requested more information concerning whether additional staff was needed to manage grants of this magnitude, i.e., procurement, expenditure, and reimbursable cash flow. Assistant County Manager Baber explained County Manager Atchley created the Cash Flow Task Force team, which oversees the projects and contractors, the Grants department was administering over $8 million in 2021, and the same number of employees are administering over $111 million in 2025. There is a request for another procurement employee to handle the purchasing aspect regarding the grant funds and the need for more grants department personnel is currently being assessed. Commissioner Miller noted his concern about whether there was a need for more staff to administer the grants.

Commissioner Wells requested more information concerning the number of grant projects that had been completed. Director Ayers explained that approximately $7 million in grant funding has been expended and completed. Commissioner Wells questioned whether there were any anticipated issues with the cash flow. Director Ayers noted she did not foresee any issues based on her 20-year cash flow experience and the establishment of the Cash Flow Task Force.

Commissioner Wells requested the buyer position's salary amount. Assistant County Manager Baber noted the pay range salary started at $55,000 and the total would include 30 percent to 35 percent more for employee benefits.

- Fiscal Year 2026 Vandolah (401 Fund) $415,828:
  - Revenue:
    - Charge for services - $155,000
    - Interest - $5,000
    - Cash forward - $255,828
  - Expenditures:
    - Contingency - $65,397
    - Cash forward - $32,910
    - Capital - $150,000
    - Operating - $57,946
    - Personnel services - $109,575
  - Capital request – tank coatings for $150,000
- Utilities Department:
  - Utility rates will remain the same
  - Mission statement - Hardee County Utilities Department's (HCUD) main objective is to improve county residents' quality of life by ensuring the health and safety of provided water and wastewater treatment as well as encouraging economic development through the ongoing expansion of water and wastewater infrastructures. This department includes the Vandolah Wastewater Treatment Facility and the Wauchula Hills Water and Wastewater Treatment Facilities

Commissioner Wells questioned whether any grants were received for the utilities department. Director Ayers explained there were grants received for projects and maintenance.

There was discussion concerning capacity for the Vandolah plant and Wauchula Hills plant.

Commissioner Miller questioned whether the recent utilities rate increase was beginning to contribute to the maintenance costs and capital items and whether there would be a return of funds or the utilities department could be considered to be "cash positive." Assistant County Manager Baber noted the County did not increase rates for 20 years, which was resulting in a $70,000 loss per month, and with the influx of cash from the rate increase the Utilities Department has been able to contribute to the general fund rather than needing a transfer of funds from the general fund.

- Fiscal Year 2026 Wauchula Hills (402 Fund) $9,457,604:
  - Revenues:

Category	Amount	Percentage
State Grants	$4,159,755	43.98%
Local Grants	$2,186,141	23.12%
Charges for Services	$2,194,674	23.21%
Interest & Other Earnings	$7,400	0.07%
Fund Balance	$909,634	9.62%

- Expenditures:
  - Physical environment - $8,509,766 or 89.98 percent
  - Other uses - $300,988 or 3.18 percent
  - Contingencies - $300,000 or 3.17 percent
  - Fund balance - $ 346,850 or 3.67 percent
- Capital request:
  - Bio solids treatment plant - $250,000
  - Truck with crane - $170,000
  - Kamstrup smart water meters - $250,000
  - Spare motor - $12,000
  - Total - **$682,000**

- Fiscal Year 2026 Solid Waste (403 Fund) $5,278,773:
  - Revenues:

Category	Cost	Percentage
State Grants	$110,250.00	2.02%
Charges for Services	$2,000,000.00	36.63%
Interest & Other Earnings	$11,000.00	0.20%
Special Assessments	$1,500,000.00	27.48%
Sales	$100,000.00	1.83%
Misc.	$1,000.00	0.02%
Fund Balance (Less 5%)	$1,556,523	31.82%

- Expenditures:
  - Physical environment - $3,274,755 or 62 percent
  - Other uses - $787,000 or 15 percent
  - Contingencies - $100,000 or 2 percent
  - Reserves - $600,000 or 11 percent
  - Fund balance - $517,018 or 10 percent
- Capital request:
  - Tanker - $140,000
  - Loader - $365,000
  - Rubber tracker skid steer with forks - $100,000
  - Outdoor generator - $5,000
  - Total - **$610,000**

Commissioner Miller questioned whether the landfill closure fund was a requirement. Assistant County Manager Baber explained that the closure fund's current balance is $2 million; the yearly contribution is $100,000; the goal is to place the funds into an interest-bearing account, and the interest earned this year was approximately $60,000. So, $100,000 was contributed along with the $60,000 that was earned in interest. Commissioner Miller requested the current balance of the funds and the minimum amount for the required funds. Budget Manager Moore noted the last closure fund report determined the fund balance was sufficient; however, there was a question about whether the life of the cell needed to be reduced. Assistant County Manager Baber clarified the former engineer who performed the assessment evaluation and calculation appeared to have shortened the cell's life, which equated to a $260,000 transfer to cover cell life reduction. With the addition of the new engineering firm, Kimley-Horn, staff believed an error in the calculations of the former

engineer was discovered and a correction can be made. The current cell has 17 more years of life, which is going to require more funds to be contributed. Commissioner Miller noted the County's liability and questioned whether DEP (Department of Environmental Protection) had a formula the County is required to meet. County Manager Atchley advised the fund is a "moving target" that is analyzed annually, which determines the annual contribution amount to cover the increasing liability.

Commissioner Wells requested the cost of the last cell closure. County Manager Atchley noted he did have that information readily available, but believed funds were pulled from the closure fund at the time, and the closure fund is assessed annually to determine the current contribution amount requirement.

- Proposed fee schedule changes:
  - Parks and Recreation:
    - Agricultural Training Center – rental fee $250 and refundable deposit $150
    - Vender fee (food trucks and crafts) - $25.00

Commissioner Flores questioned how the vendor fees for any events would be collected. Tourism Marketing Manager, Lacey Webb, explained the private event coordinator would be responsible for establishing and collecting their own vendor fees and the County's vendor fee would be collected by staff for any internal event the County hosts. Assistant County Manager Baber clarified the vendor fee is being added to offset the event costs.

  - Solid Waste:
    - Tires - $250 per ton
    - Concrete - $20 per ton
    - Special handling permit - $250 per ton
    - Car tire – less than 16 inches - $5 each
    - Car tire with rim -$10 each
    - Commercial semi tire - $10 each
    - Commercial semi tire with rim - $15
    - Other tires with rims - $250 per ton plus $5 per rim

Commissioner Flores questioned whether staff had the ability to remove the rim from the tire and whether revenue was collected for the metal. Assistant County Manager Baber advised that most everything that is removed or taken from the landfill is a cost to the County.

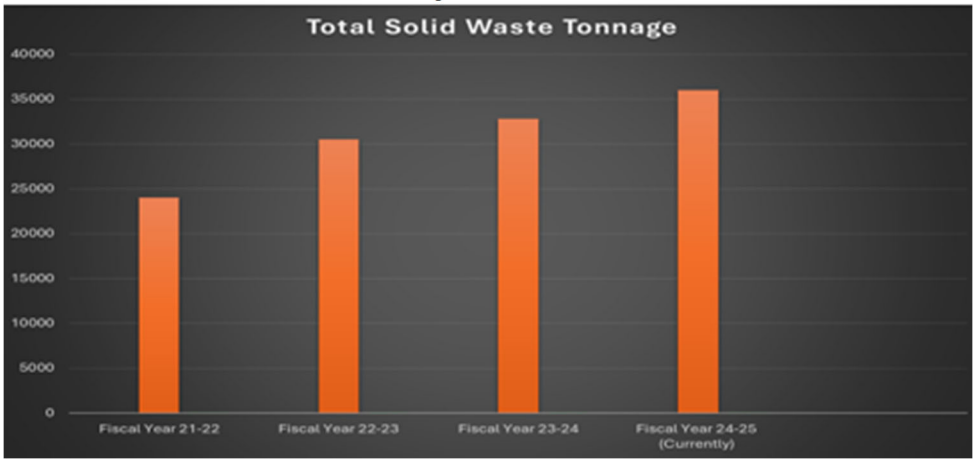
Commissioner Wells noted most places do not charge for clean concrete; however, he could "see" either disallowing the concrete with rebar or wire or charging for contaminated concrete. Assistant County Manager Baber provided information concerning concrete at the landfill: 3000 tons of concrete with rebar, which is unusable, on-site, the grinding machine rental fee is approximately $46,000 per month, and the per ton fee would help off-set the cost.

- Special Assessments:
  - Fire Control Special Assessments:
    - There are three fire/rescue stations positioned in Hardee County consisting of Bowling Green, Wauchula, and Zolfo Springs
    - There is a total of 13 personnel per shift and four administration personnel
    - Total full-time employees – 45
    - 2024 fire rescue statistics (Fire and EMS calls only):
      - Total calls for service for Hardee County Fire Rescue – 4,471
      - Advance Life Support (ALS) – 2,715
      - Basic Life Support (BLS) – 513
      - Total emergency medical service calls – 3,228
      - Fire related calls – 310
      - Motor vehicle accidents – 427
      - Total acreage burned by brush fires – 3,659
    - Fire protection special assessments in Hardee County fund rising costs of fire services, including medical supplies and rescue equipment
    - The proposed five percent increase will result in a household increase of $11.15 annually, which is $0.93 cents a month
    - Fire Control proposed rates:

	New Rate	Current Rate
Residential Property Use Categories	Per Dwelling Unit	Per Dwelling Unit
Residential	$234.31	$223.16
Non- Residential Property Use Categories	Per Sq. Foot	Per Sq. Foot
Commercial	$0.10	$0.10
Industrial	$0.16	$0.16
Institutional	$0.57	$0.54
Non- Residential Property Use Categories	Rate per Acre	Rate per Acre
Vacant Land	$1.04	$0.99

- Resolution 2025-61- rates for Fiscal Year 2025-2026:
  - Residential – $234.31 rate per dwelling
  - Non-residential property use categories – rate per square foot:
    - Commercial - $0.10
    - Industrial - $0.16
    - Institutional - $0.57
    - Vacant land - $1.04

- Solid Waste Disposal Special Assessments:
  - This assessment subsidizes the cost of providing landfill services to residents
  - Requesting a five percent increase in Solid Waste Disposal Assessments
  - Supports equipment replacement and opening of a new landfill cell
  - Current disposal residential assessment - $109.54
  - Proposed disposal residential assessment - $115.02
  - Annual increase - $5.48
  - Monthly increase - $0.45
  - Total solid waste tonnage:



  - This assessment is pasted onto our contracted collection company and per our contract they receive a cost-of-living adjustment each year
  - Current collection residential assessment - $149.50
  - Proposed collection residential assessment – $153.59
  - Cost-of-Living Adjustment - $2.89 percent
  - Annual increase - $4.09
  - Monthly increase - $0.34
  - Resolution 2025-62 – a tentative rate of assessment equal to $268.61 for each dwelling unit for solid waste collection and disposal services

- Capital Improvement Plan (CIP) 5-Year Forecast:
  - **Two crucial elements that will propel Hardee County towards building a stronger future:**
    - Investing in our capital infrastructure

- Implementing a robust 5-year strategic plan
- This CIP will also open many doors that have been historically closed due to not having this plan in place

Revenues by Department

Fiscal Year	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Public Works	$ 20,531,095	$ 12,813,000	$ 4,060,000	$ 2,597,000	$ 1,480,000	$ 41,481,095
General Services	$ 74,993,628	$ 90,000	$ -	$ -	$ 45,000	$ 75,128,628
Admin Services	$ 265,000	$ 302,500	$ 65,000	$ 100,000	$ 65,000	$ 797,500
Public Safety	$ 10,033,068	$ 1,275,000	$ 566,000	$ 50,000	$ 110,000	$ 12,034,068
Community Development	$ 188,000	$ 155,000	$ 70,000	$ 60,000	$ 10,000	$ 483,000
Utilities & Solid Waste	$ 7,787,896	$ 9,847,000	$ 4,970,000	$ 11,620,000	$ 160,000	$ 34,384,896
Marketing & Tourism	$ 1,603,744	$ 5,243,500	$ 3,385,000	$ 4,193,000	$ 1,620,000	$ 16,045,244
Human Resources	$ -	$ 127,000	$ 47,000	$ 47,000	$ 25,000	$ 246,000
Mosquito Control	$ -	$ -	$ -	$ -	$ -	$ -
Capital Projects	$ 25,000	$ 133,000	$ 20,500	$ 20,500	$ 70,500	$ 269,500
Total	**$ 115,427,431**	**$ 29,986,000**	**$ 13,183,500**	**$ 18,687,500**	**$ 3,585,500**	**$ 180,869,931**
Total minus Grants	**$ 7,711,120**	**$ 28,553,400**	**$ 13,183,500**	**$ 18,687,500**	**$ 3,585,500**	**$ 71,721,020**

Expenditures

Fiscal Year	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Professional Services	$ 185,000	$ 3,070,000	$ 1,625,000	$ 1,015,000	$ 15,000	$ 5,910,000
Operating	$ -	$ 555,500	$ 55,500	$ 55,500	$ 55,500	$ 722,000
Building	$ 66,734,978	$ 3,965,500	$ 290,000	$ 160,000	$ 160,000	$ 71,310,478
Infrastructure	$ 34,343,764	$ 10,912,000	$ 7,217,000	$ 6,137,000	$ 2,360,000	$ 60,969,764
Machinery and Equipment	$ 6,667,215	$ 11,463,000	$ 3,976,000	$ 1,300,000	$ 995,000	$ 24,401,215
Other	$ 7,496,474	$ 20,000	$ 20,000	$ 10,020,000	$ -	$ 17,556,474
Total with Grants	**$ 115,427,431**	**$ 29,986,000**	**$ 13,183,500**	**$ 18,687,500**	**$ 3,585,500**	**$ 180,869,931**
Total minus Grants	**$ 7,711,120**	**$ 28,553,400**	**$ 13,183,500**	**$ 18,687,500**	**$ 3,585,500**	**$ 71,721,020**

- Let's seize this opportunity to create a future where our community thrives, where our infrastructure supports growth, and where our strategic vision guides us towards a brighter tomorrow

Chair Melendy recessed the meeting at 12:02 p.m.
Chair Melendy reconvened the meeting at 1:30 p.m.

Assistant County Manager Baber continued with a recap of the budget presentation:

- Recap:
  - Newly requested rolling stock and big equipment items:

Rolling Stock and Big Equipment Items	Amount
Ford Transit Cargo Van	$ 65,000.00
Tow Behind Lift w/ Generator (GENIE TZ-50)	$ 75,000.00
New Truck	$ 50,000.00
LifePak 15	$ 150,000.00
Laryngoscope replacement	$ 20,000.00
Vehicle/Rideshare Program	$ 50,000.00
Kubota UTV	$ 23,000
Dump Trailer	$ 35,000
gradall	$ 640,000.00
Side Arm Mower	$ 200,000.00
4 inch Piston Pump	$ 5,000
Plate Compactor	$ 7,500
Billy Goat Walk Behind Mower	$ 5,000
D3 Dozer	$ 190,000
Ground Penetrating Radar	$ 20,000.00
Shop Welder	$ 7,000.00
Plasma Cutter	$ 10,000.00
X Ray machine	$ 22,000.00
Engine-3 Pump overhaul	$ 50,000.00
Truck with Crane and Truck	$ 170,000.00
Kamstrup Smart Water Meters	$ 250,000.00
Tanker	$ 140,000.00
Loader	$ 365,000.00
Rubber Tracked Skid Steer with Forks	$ 100,000.00
Total for Rolling Stock/Big Equipment	**$ 2,649,500.00**

Chair Melendy called for Commissioner questions.

Commissioner Miller requested more information concerning the truck with crane that would be used for pulling submersible pumps and specifically requested data for how often the submersible pumps were pulled, along with how many wells the County owned that would justify the purchase. County Manager Atchley explained the truck with crane would not just be used for wells, but would also be used for numerous lift stations throughout the community. Commissioner Miller questioned how the pumps were being pulled currently. Assistant County Manager Baber noted staff "made do with what was available."

Chair Melendy noted the purchase of new equipment makes the employees more productive and should foster a reduction in equipment maintenance costs. Chair Melendy recognized the importance of the Gradall to road maintenance, which was very important to citizens, and questioned whether data existed on the life expectancy of a Gradall. County Manager Atchley advised the piece of equipment with proper care and maintenance would have a 15-year to 20-year life expectancy. Assistant County Manager Baber noted there was a 2006 Gradall that had a maintenance cost of $158,000, and the current Gradall in the shop for repairs is at end-of-life due to the fact parts are no longer attainable for the needed repairs. Commissioner Miller noted the Gradall was a precision excavator for ditches and did not grade roads.

Commissioner Flores noted safety was an important factor when acquiring the proper equipment for employees to utilize.

Commissioner Wells requested more information concerning the side-arm mower. County Manager Atchley confirmed there were three side-arm mowers; however, one was inoperable but fixable. Both operable side-arm mowers are constantly running, are old, and at end-of-life. Commissioner Wells acknowledged the need; however, he noted the roof replacements and air conditioner replacements have been "kicked down the road" long enough and were of the utmost importance.

Commissioner Wells requested information on what was being done to set-aside funding for building maintenance and noted the previous lack of planning concerning County building maintenance. County Manager Atchley reminded the Board of the process that begun with last year's budget that was a request for a $750,000 commitment to a repair/maintenance fund that was unfortunately reduced to $250,000 and the commitment to add $400,000 is currently being presented for Board consideration. Commissioner Wells questioned whether borrowing funds was an option. County Manager Atchley noted there is a $250,000 line-item for the health department building that begins the funding process toward the $6 million that is needed for roof replacement, typically building repair and maintenance are not grant or appropriation eligible, and in the near future the Board may wish to consider bonding opportunities to get "caught up" that would stop wasting dollars on repair and maintenance.

Assistant County Manager Baber provided maintenance information on the side-arm mower that currently has a request for replacement, i.e., the side-arm mower is a 1999 New Holland model with year-to-date maintenance fees of $141,168. Commissioner Wells explained the cost of yearly maintenance as long as the equipment is safe for use needs to be compared against spending $200,000 on a new piece of equipment or utilizing the $200,000 somewhere else. Assistant County Manager Baber explained the goal was to prioritize, the side-arm mower under discussion was in the shop for repairs more than it was available for use, and a third side-arm mower "helps a lot" with the mowing rotation schedule.

Commissioner Chancey noted the decision appear to be whether the funding was going to be utilized more for purchasing the equipment and less for building and air conditioning maintenance and suggested a more even speeding balance between the two. County Manager Atchley noted three years ago there was no preventative maintenance for anything, the approach has been to move all of it along "a little bit at a time" to make sure as much is taken care of as possible across the board, and the goal for some building maintenance is to utilize other funding opportunities that is not directly from the citizens. Assistant County Manager Baber confirmed the whole budget had approximately $815,000 allocated for air conditioning units' replacement.

Commissioner Flores noted when he first became a commissioner the standing policy was to "put band aids" on everything, there was no plan for replacing anything other than purchasing more used equipment, and the consensus he has received from most citizens was they do not mind the taxes as long as they can see the return of provided services. He believed the equipment items under discussion were items that could be recognized as the return of services to the citizens and acknowledged the progress that has been made since the beginning of County Manager Atchley's term.

- Newly requested staffing:
  - Over 20 new positions were requested by various departments during the budget process
  - After careful review, 13 of the positions were approved and included in the final budget
  - Additionally, two part-time positions were converted to full-time
  - Fiscal Year 2026 budgeted positions:
    - Building – one permitting technician
    - Facilities – two maintenance technicians and one custodian
    - Information Technology – one technician
    - Procurement – one buyer
    - Parks & Recreation – one grounds keeper and one custodian

- Public works – four maintenance workers
- Solid waste – one heavy equipment operator
- Veteran's Services - .5 part-time to full-time veterans' officer
- Library - .5 part-time to full-time library assistant

Chair Melendy called for Commissioner questions.

Commissioner Chancey questioned whether the addition of staff to the facilities department would decrease the funds being paid to vendors, such as the air conditioning vendors. Assistant County Manager Baber explained the additional employees will be more for preventative maintenance, the recent air conditioning replacement job on the third floor of the courthouse was too large to be completed by the two-person air conditioning certified team, and the larger replacement jobs are contracted out.

There was continued discussion concerning the plans for replacing air conditioning units county-wide.

- Hardee County historical millage rates:

Tax Year	Millage Rate
2026 Proposed	8.3950
2025	8.3950
2024	8.8000
2023	8.8000
2022	8.8000
2021	8.8038 - rollback
2020	8.9900 - rollback
2019	8.8991
2018	8.8991
2017	8.8991
2016	8.8991
2015	8.8991 - rollback
2014	8.5540
2013	8.5540
2012	8.5540
2011	8.5540
2010	8.5540
2009	8.4450 - rollback
2008	7.7926

  - Proposed millage rate – 8.395
  - Advertised as a 9.83 percent increase
  - Roll back rate - 7.6433 or $2.2 million that will need to be removed from the budget

There was discussion concerning:

- An estimate for an example of the 9.83 percent proposed increase for a taxpayer who owned a $250,000 home
- The effect of the allowable property tax exemptions on the ad valorem tax amount
- Reducing the millage rate increase and setting the millage rate at 8.0192, which will remove $1.1 million from the proposed budget
- The real financial struggle taxpayers and the County are facing for the upcoming fiscal year
- The Governor's push to eliminate real property taxes
- The act of giving back to the community through the reduction of taxes
- Fiscal responsibility and willingness to invest in the County when the State has been investing in the County and is positioned to continue to invest in the County
- Viewing ad valorem taxes as payment for services the citizens receive
- Question of reducing only the County's budget or reducing both the County and the Constitutional Offices' budgets

Commissioner Flores requested Sheriff Crawford provide more insight into his requested budget increase. Sheriff Crawford noted when he began his yearly budgeting process for 2026 his increase was 25 percent, which he reduced to 11 percent before the budget was submitted. For the past four years the E911 excess funding has been utilized for the E911 dispatchers' funding and the previous year's excess amount was approximately $250,000 to $300,000 or 35 percent. The substantial factors to the budget increase included the E911 excess funding not being available to be used this fiscal year, employee radios reaching end-of-life requiring replacement with a cost of $1.6 million, and the $1.00 salary increase. Other contributing factors to budget increase were the continual increase to the cost of food and medical supplies for the inmates, and Sheriff Crawford clarified there were not any "wants" only needs included in his budget.

Chair Melendy reviewed the following:

- The difficulty the County is facing based on the cost of everything increasing
- The increase generated by the real property value increase, which was not due to the proposed millage rate
- All of the interested parties, the Board, Constitutional Officers, County employees, etc., try to reasonably maintain and provide the citizens with the necessary services
- The difficulty with being expected to operate the County at the same level as if no inflation had occurred

County Manager Atchley noted he communicated with Hardee County Property Appraiser, Kathy Crawford, who confirmed Budget Manager Moore's estimated $200 increase per household based on the $250,000 home example was correct and shared his closing remarks to the budget presentation.

County Manager Atchley advised the Board would be required to approve a resolution to set a millage rate and staff's recommendation was to approve the proposed millage rate, which would allow the Board and staff to work together to reduce the millage, if it was the Board's intent to lower the millage rate. Staff was requesting the opportunity to prioritize the County's needs, to allocate funding for the most beneficial items to move forward as efficiently as possible and be ready for the September 2025 Budget Public Hearings.

Chair Melendy opened for Board comments.

Commissioner Flores noted he had no issues with setting the millage rate at the proposed percentage due to the Board having time for further discussions and budget review to determine what reductions could be applied and commended staff for a very good presentation.

Commissioner Miller agreed with the proposed millage rate, which could be reduced, noted he would like to see property appraiser data that detailed whose taxes would be impacted and what the average increase would be for a commercial property owner, homeowner, and the intangible property owners.

Commissioner Wells noted he agreed with Commissioner Miller that the proposed millage rate was "a good high point" and there was time for further research and review.

Commissioner Chancey commend staff for a very well-presented presentation and agreed with the other Commissioners' statements concerning obtaining more data and setting the millage rate at 8.395 to allow time for further research and review before making a final decision. Commissioner Chancey did indicate he was more favorable to setting a final millage rate of 8.0192.

County Manager Atchley announced Property Appraiser Crawford sent a message apologizing for her absence from the workshop, but she would analyze all the information and prepare and make available the estimates that would include the proposed millage rate, half roll back rate, and roll back rate millage rates.

Chair Melendy inquired whether a motion or Board consensus was required. County Attorney Johnston advised no official action could be taken and the Board had expressed consensus in the previous comments.

Assistant County Manager Baber reminded the Board the maximum millage rate and the special assessment fees would be presented at the next Board meeting to move forward with the County budget.

4. ADJOURNMENT

With no further business, the meeting was adjourned at 2:51 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

Victoria L. Rogers, Ex-Officio Clerk
Board of County Commissioners

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: August 21, 2025

SUBMITTED BY: Lane Schneider, Emergency Management

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Lane Schneider, Emergency Management Director** - National Preparedness Month

SUGGESTED ACTION:

- Motion to approve the Proclamation declaring September 2025 as National Preparedness Month in Hardee County.

ATTACHMENTS:

PROCLAMATION_-_National_Preparedness_Month (1).pdf

Hardee County
FLORIDA

PROCLAMATION

National Preparedness Month

WHEREAS; September is recognized as National Preparedness Month, a time to encourage individuals, families, and communities to take proactive steps in preparing for emergencies and disasters; and

WHEREAS; disasters can strike at any time, often with little or no warning, causing significant disruptions to our daily lives, endangering public health and safety, and causing widespread property damage; and

WHEREAS; preparedness involves understanding potential risks, developing emergency plans, assembling emergency kits, staying informed about hazards in our communities, and learning lifesaving skills such as CPR and first aid; and

WHEREAS; the ongoing challenges of natural and man-made disasters underscore the importance of resilience and preparedness for all members of our community, including the elderly, people with disabilities, and those with limited access to resources; and

WHEREAS; public awareness campaigns and community engagement play a crucial role in enhancing preparedness and ensuring that all individuals know how to respond effectively in the event of an emergency; and

WHEREAS; emergency managers, first responders, health professionals, and volunteers work tirelessly to prepare and protect our communities, demonstrating the value of collaboration and shared responsibility; and

WHEREAS; by participating in Preparedness Month activities, individuals can take charge of their safety and well-being, while also contributing to the collective security and resilience of our communities;

NOW, THEREFORE, The Hardee County Board of County Commissioners do hereby proclaim the month of September as **Preparedness Month**, and encourage all citizens, businesses, and institutions to take action to prepare for emergencies and disasters, to support community-wide preparedness efforts, and to ensure that our communities are resilient in the face of any challenge.

_____ _____

Russell A. Melendy, Chair Date

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Casey Dasher, Public Safety/Fire/Rescue
ITEM TYPE:	Action Item
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Resolution 2024-71, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Rapid Response Medical Transportation, LLC to provide non-emergency transportation services for interfacility transfers; providing for authorization, severability and for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:

Rapid Response COPCN Renewal Memo.pdf
Rapid_Response_COPCN_Application_packet_2025_Redacted.pdf
Reso._Rapid_Response_COPCN_renewal (1).docx
Certificate Rapid Response Medical Transportation LLC.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
149 KD Revell Road
Wauchula, FL 33873

PHONE
863-773-4362

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: COPCN renewal for Aloha Medical Services, Inc.

Date: August 8, 2025

Subject: Renewal of Certificate of Public Convenience and Necessity for Rapid Response Medical Transportation, LLC.

Rapid Response Medical Transportation, LLC has requested a renewal Certificate of Public Convenience and Necessity (COPCN) to provide non-emergency interfacility transfer services in Hardee County.

A COPCN is a certificate issued by Hardee County that grants a private ambulance company the right to operate within the jurisdiction. In the context of non-emergency interfacility transfers, a COPCN ensures that private ambulance companies operate in a manner that does not disrupt Hardee County Fire Rescue emergency medical services by taking resources away from immediate emergency incidents.

The COPCN renewal issued by Hardee County will ensure that private ambulance companies have the necessary training and equipment to manage non-emergency transfers. This includes ensuring that ambulance drivers have the proper licenses, that vehicles are properly maintained, and that all equipment is up to date and functioning correctly. The COPCN issued shall have an initial term not to exceed one (1) year unless the state license issued to Rapid Response Medical Transportation, LLC expires or is otherwise revoked or suspended.

A COPCN for non-emergency interfacility transfers helps ensure that private ambulance companies operate in a safe and responsible manner in Hardee County. This not only protects patients but also helps ensure that emergency services are not disrupted. As such, it is important for private ambulance companies to obtain a COPCN before providing non-emergency interfacility transfer services in Hardee County.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY
APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Type of Application: New _____ Renewal ✓

Type of Service: Basic Life Support Ambulance (BLS) _____

Advanced Life Support Ambulance (ALS) ✓

Name of Service: Rapid Response Medical Transportation LLC, DBA. Rapid Response El MS

Mailing Address: 555 Sawgrass Corporate Pkwy

County Broward State Florida Zip Code 33325

Business Phone Number ( ) (863)978-1200 Fax ( ) _____

Type of Ownership (i.e., Private, City, County, Volunteer, etc.) Private

Date of Formation or Corporation: October 19, 2018

Manager's Name: Alex Torres

The area or areas which the applicant desires to serve: Hardee County

Attach the following information:

Attachment 1:	Provide names(s) of Owners (s), Officers, Directors and/or Shareholders and address.
Attachment 2:	Description of the staffing patterns to assure compliance with staffing requirements set forth in 64J, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics with a copy of certificates and/or licenses.
Attachment 3:	Insurance Verification (copy of Policy) – limits of coverage must be shown on policy. Must be current.
Attachment 4:	Copies of the last three (3) State Bureau inspections.
Attachment 5:	A statement of facts showing the demand or need for the proposed service.
Attachment 6:	A proposed schedule of rates, fares, and charges.
Attachment 7:	The addresses of the applicant's present and proposed base station location and all sub-stations. If approve, must be able to show proof of residency in Hardee County with the exception of air transport.

Attachment 8:	The year, model, type, Department of Health and Rehabilitative Services permit number, motor vehicle, or FAA license number and mileage of every ambulance, rescue vehicle, aircraft or other type of transporting or responding vehicle used by the applicant.
Attachment 9:	A copy of vehicle permit application.
Attachment 10:	A description of the applicant's communication system, including its assigned frequency, call numbers, mobiles, portables, range, and hospital communications ability.
Attachment 11:	The name of the municipalities and description of the geographical area that the applicant currently authorized to serve in Florida or any area outside of the State of Florida.
Attachment 12:	Compilation Statement showing assets and liabilities prepared by Certified Public Accountant.
Attachment 13:	Proof that the applicant possesses all required Federal or State licenses and permits.
Attachment 14:	Proof that the applicant has employed or contracted with a medical director qualified in the manner required by Section 401.265, Florida Statutes (1983), and obligated to fulfill all requirements of that statue.
Attachment 15:	The condition of the vehicles and equipment provided by the service.
Attachment 16:	The adequacy of the management plan of the applicant upon the request of this service.
Attachment 17:	Verification of drug free workplace.

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statues, and 64J, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. I understand there maybe additional reasonable documentation required. To the best of knowledge, all statements on this application are true and correct.

Signature

Chief of Operations
Position

FELISHA PORTNOV
MY COMMISSION # HH518808
EXPIRES: April 22, 2028

Notary Seal

Notary Signature: Felisha Portnov Date 06/01/2025



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Attachment #1

Rapid Response Medical Transportation LLC, DBA Rapid Response Ambulance, is a privately owned, family-run business. The company is proudly managed and co-owned by Steve Portnov, serving as the Chief Executive Officer (CEO), and Inna Portnov, who holds the position of Chief Financial Officer (CFO). Our address is 555 Sawgrass Corporate Parkway, Sunrise, FL, 33325



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Attachment # 2

Rapid Response Ambulance is a trusted provider of a complete spectrum of ambulance services, catering to the diverse needs of our community. Our unwavering dedication to patient care is the cornerstone of our mission. Since our inception, we have upheld a fully staffed 24/7 dispatcher center. When a call is received, our team of highly skilled and experienced dispatchers promptly categorizes and prioritizes calls based on the information provided, facilitating swift responses.

At Rapid Response Ambulance, we operate a fleet that includes Advanced Life Support (ALS) and Basic Life Support (BLS) units, in addition to our Critical Care (CCT) units. Each ambulance is staffed with a minimum of one Paramedic and one Emergency Medical Technician, ensuring the highest level of care tailored to the patient's needs.

Our operational structure includes two shift types: 24-hour shifts and 13-hour shifts. These carefully designed schedules guarantee a continuous and uninterrupted provision of patient care, playing a vital role in ensuring a seamless transition for patients from ambulance care to the hospital or other healthcare facilities.

Attached, you will find the roster for our dedicated EMTs and Paramedics, whose expertise further reinforces our commitment to delivering exceptional patient care. Our aim is to provide a smooth and uninterrupted continuum of care from the moment a call is placed to the safe handover of the patient at their destination.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2024

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	CONTACT NAME: Boris Garipov
Covered 365, Inc 1640 E Sunrise Blvd, Ste 2309 Fort Lauderdale FL 33304	PHONE (A/C, No, Ext): 954-982-0202 FAX (A/C, No): E-MAIL ADDRESS: boris@covered-365.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
RAPID RESPONSE MEDICAL TRANSPORTATION LLC DBA RAPID RESPONSE AMBULANCE 555 SAWGRASS CORPORATE PKWY SUNRISE FL 33325	INSURER A: Palms Insurance Company Limited	17327
	INSURER B: National Indemnity Group of the South	01508
	INSURER C: Michigan Commercial Insurance Mutual	38466
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CSIPAHC0498-00	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1 000 000 $ 100 000 $ 5 000 $ 1 000 000 $ 3 000 000 $ Included $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			74APS115386	12/06/2023	12/06/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1 000 000 $ $ $ $ 10 000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC100-0143759-2024A	07/25/2024	07/25/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1 000 000 $ 1 000 000 $ 1 000 000
A	Professional Liability			CSIPAHC0498-00	03/01/2024	03/01/2025	Each Claim Limit Aggregate Limit	$1 000 000 $3 000 000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liabilility additional coverages:
- Sexual Abuse Sublimit $250 000 occ. / $500 000 agg.
- HIPPA Sublimt $100 000
- Network Security Sublimit $250 000

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

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

Boris Garipov

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DATE: May 19, 2023

Rapid Response Medical Transport #10012
Steve Portnov, CEO
555 Sawgrass Corporate Parkway
Sunrise, Florida 33325

Dear Steve Portnov, CEO

Congratulations on your outstanding Compliance Monitoring site survey conducted on May 18, 2023 by the Bureau of Emergency Medical Oversight. Any potential deficiencies were addressed promptly and after the site visit, there were no deficiencies. Your vehicles and service records were complete.

Also, please extend my sincere gratitude to your staff for their assistance and overall contribution to your service and the community. Your continued support of emergency medical services is deeply appreciated.

Please take a moment to complete the survey, via the link below, for your Regional EMS Coordinator's site visit, this will help us ensure quality customer service and improve our processes.

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Thomas DiBernardo

Thomas DiBernardo, Region 7
Bureau of Emergency Medical Oversight

Enclosure:

Records and Facilities, Records Supplemental
Site Visit Narrative, BLS/ALS Inspection

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response #10012 Inspection Date: 5/18/2023 County: Hendry Type of Inspection: Scheduled

Vehicle Information: Unit# 202 Year/Make: 2018 Dodge Ram Van Permit Type: BLS/ALS Permit# 6673/24297

VIN: **1906 Tag# MIS31H

Inspection Codes:
* = Item meets inspection criteria
a = Item corrected during inspection to meet criteria
: = Items not in compliance with inspection criteria

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment medical supplies, drugs, records or procedures
3 = Minimal support equipment medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
Dennis Perez Salcedo	EMT	580525
Rafael Itzhakov	PMD	542474

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights:	1
A. Head lights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Tail Lights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each.	1
11. Doors open properly, close securely.	1
12. Rear and side view mirrors.	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps.	1
2. Auxiliary stretcher and two straps	1
3. Two ceiling mounted IV holders.	1
4. Two no-smoking signs.	1
5. Overhead grab rail	1
6. Squad bench and three sets of seat belts.	1
7. Interior lights.	1
8. Exterior floodlights.	1
9. Loading lights	1
10. Heat and air conditioning with fan.	1
11. Word-"Ambulance" - sides, back and mirror image front.	1
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)	
1. Installed suction. (Transport only)	1
Items 14, 15 and 26 in section IV must be tested.	N/A
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
a. Bandaging, dressing and taping supplies.	1
a. Rolls adhesive, silk or plastic tape.	1
b. Sterile gauze pads, any size	1
c. Triangular bandages	1
d. Roller gauze	1
e. ABD (minimum 5x9 inch) pads	1
f. One pair of Bandage Shears	1
g. One set each, patient restraints – wrist and ankle	1
h. One each blood pressure cuffs: infant, pediatric, and adult	1
i. One stethescope: pediatric and adult	1
j. Blankets	1
k. Sheets. (not required on non-transport vehicles)	1
l. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
m. One disposable blanket or patient rain cover	1
n. One long spine board and three straps or equivalent.	1
o. One short spine board and two straps or equivalent	1
p. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
q. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
r. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
s. Each transparent oxygen masks, adult, child and infant sizes, with tubing	1
t. Set of pediatric and adult nasal cannulae with tubing.	1
u. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
v. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1
w. Assorted sizes of extremity immobilization devices.	1
x. One lower extremity traction splint. (Pediatric and Adult)	1
y. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties	1
z. Burn sheets	1
aa. One flashlight with batteries.	1
bb. Occlusive dressings.	1
cc. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
dd. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
ee. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members.	1
ff. Sufficient quantity of each for all crewmembers – Face Masks - both surgical and respiratory protective.	1
gg. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department	1
hh. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
ii. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E. F.A.C	1
iia. Pediatric length based measurement device for equipment selection and drug dosage	1
jj. One per crewmember, safety goggles or equivalent meeting A.N.S I.Z87.1 standard.	1
kk. Bulb syringe separate from obstetrical kit	1
ll. Thermal absorbent reflective blanket	1
mm. Multi-trauma dressings.	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
a. Vehicle and Contents XX Satisfactory ☐ Unsatisfactory

Comments:

All items compliant

Clearance lights for repair documented on agency work order system.

Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response #10012 **Inspection Date: 5/18/2023** **County: Hendry** **Type of Inspection: Scheduled**

Vehicle Information: Unit# 202 **Year/Make: 2018 Dodge Ram Van** **Permit Type: BLS/ALS** **Permit# 6673/24297**

VIN: **1906 **Tag# MIS31H**

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
Dennis Perez Salcedo	EMT	580525
Rafael Itzhakov	PMD	542474

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822		II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).		III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)		IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
1. Exhaust System	1	1. Primary stretcher and three straps.	1	1. Installed suction. (Transport only)	1	a. Rolled gauze	1
2. Exterior Lights:	1	2. Auxiliary stretcher and two straps.	1	Items 14, 18 and 26 in section IV must be tested.	N/A	b. Roller gauze	1
A. Head lights (high and low beam)	1	3. Two ceiling mounted IV holders.	1			c. ABD (minimum 5x9 inch) pads	1
B. Turn signals	1	4. Two no-smoking signs.	1			d. One pair of Bandage Shears	1
C. Brake Lights	1	5. Overhead grab rail	1			e. One set each, patient restraints – wrist and ankle	1
D. Tail Lights	1	6. Squad bench and three sets of seat belts.	1			f. One each blood pressure cuffs: infant, pediatric, and adult.	1
E. Back-up lights and audible warning device	1	7. Interior lights.	1			g. One stethoscope: pediatric and adult	1
3. Horn	1	8. Exterior floodlights	1			h. Blankets	1
4. Windshield wipers	1	9. Loading lights.	1			i. Sheets. (not required on non-transport vehicles)	1
5. Tires	1	10. Heat and/or conditioning with fan.	1			j. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
6. Vehicle free of rust and dents	1	11. Word-"Ambulance" – sides, back and mirror image front	1			k. One disposable blanket or patient rain cover.	1
7. Two-way radio communication – radio test	1	III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)				l. One long spine board and three straps or equivalent.	1
A. Hospital (cab and patient compartment)	1	1. Installed suction. (Transport only)	1			m. One short spine board and two straps or equivalent.	1
B. Dispatch Center	1	Items 14, 18 and 26 in section IV must be tested.	N/A			n. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
C. Other EMS units	1	IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)				o. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent	1
8. Emergency Lights	1	1. Bandaging, dressing and taping supplies:	1			p. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum oressure of 1000 psi	1
9. Siren	1	a. Rolls adhesive, silk or plastic tape	1			q. Each transparent oxygen masks; adult, child and infant sizes, with tubing	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each	1	b. Sterile gauze pads, any size	1			r. Set of pediatric and adult nasal cannulae with tubing.	1
11. Doors open properly, close securely	1	c. Triangular bandages	1			s. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
12. Rear and side view mirrors.	1	d. Roller gauze	1			t. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1
13. Windows and windshield	1	e. ABD (minimum 5x9 inch) pads	1			u. Assorted sizes of extremity immobilization devices.	1
		f. One pair of Bandage Shears	1			v. One lower extremity traction splint. (Pediatric and Adult)	1
		g. One set each, patient restraints – wrist and ankle	1			w. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1
		h. One each blood pressure cuffs: infant, pediatric, and adult.	1			x. Burn sheets.	1
		i. One stethoscope: pediatric and adult	1			y. One flashlight with batteries.	1
		j. Blankets	1			z. Occlusive dressings.	1
		k. Sheets. (not required on non-transport vehicles)	1			aa. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
		l. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1			bb. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
		m. One disposable blanket or patient rain cover.	1			cc. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members	1
		n. One long spine board and three straps or equivalent.	1			dd. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective	1
		o. One short spine board and two straps or equivalent.	1			ee. Asserted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.	1
		p. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1			ff. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
		q. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent	1			gg. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C.	1
		r. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum oressure of 1000 psi	1			hh. Pediatric length based measurement device for equipment selection and drug dosage	1
		s. Each transparent oxygen masks; adult, child and infant sizes, with tubing	1			ii. One per crewmember, safety goggles or equivalent meeting ANSI Z87.1 standard	1
		t. Set of pediatric and adult nasal cannulae with tubing.	1			jj. Bulb syringe separate from obstetrical kit	1
		u. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1			kk. Thermal absorbent reflective blanket.	1
		v. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1			ll. Multi-trauma dressings.	1
		w. Assorted sizes of extremity immobilization devices.	1				
		x. One lower extremity traction splint. (Pediatric and Adult)	1				
		y. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1				
		z. Burn sheets.	1				
		aa. One flashlight with batteries.	1				
		bb. Occlusive dressings.	1				
		cc. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1				
		dd. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1				
		ee. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members	1				
		ff. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective	1				
		gg. Asserted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.	1				
		hh. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1				
		ii. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C.	1				
		jj. Pediatric length based measurement device for equipment selection and drug dosage	1				
		kk. One per crewmember, safety goggles or equivalent meeting ANSI Z87.1 standard	1				
		ll. Bulb syringe separate from obstetrical kit	1				
		mm. Thermal absorbent reflective blanket.	1				
		nn. Multi-trauma dressings.	1				

GENERAL SANITATION (Section 401.26(2)(e), F.S.
a. Vehicle and Contents XX Satisfactory ☐ Unsatisfactory

Comments:

All items compliant

Clearance lights for repair documented on agency work order system.

Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response **Inspection Date:** 5/18/2023 **County:** Hendry **Type of Inspection:** Scheduled

Vehicle Information: Unit# **Year/Make:** 2013 Ford **Permit Type:** BLS/ALS **Permit#** 006628/0024234

VIN: **9644 **Tag#** MIQ42W

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria
2 = Items not in compliance with inspection criteria

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
Terry Kareem	EMT	567567
Alexandra Torres	PMD	534813

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights:	
A. Head lights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Tail Lights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets Minimum 5 lbs each.	1
11. Doors open properly, close securely.	1
12. Rear and side view mirrors.	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps.	1
2. Auxiliary stretcher and two straps.	1
3. Two ceiling mounted IV holders	1
4. Two no-smoking signs	1
5. Overhead grab rail.	1
6. Squad bench and three sets of seat belts.	1
7. Interior lights.	1
8. Exterior floodlights.	1
9. Loading lights.	1
10. Heat and air conditioning with fan.	1
11. Word-"Ambulance" – sides, back and mirror image front.	1
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)	
1. Installed suction. (Transport only)	1
Items 14, 18 and 26 in section IV must be tested.	N/A
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
a. Bandaging, dressing and taping supplies:	1
b. Rolls adhesive, silk or plastic tape.	1
c. Sterile gauze pads, any size	1
d. Roller gauze	1
e. ABD (minimum 5x9 inch) pads	1
f. One pair of Bandage Shears	1
g. One set each, patient restraints – wrist and ankle	1
h. One each blood pressure cuffs: infant, pediatric, and adult.	1
i. One stethoscope: pediatric and adult	1
j. Blankets	1
k. Sheets. (not required on non-transport vehicles)	1
l. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
m. One disposable blanket or patient rain cover.	1
n. One long spine board and three straps or equivalent.	1
o. One short spine board and two straps or equivalent.	1
p. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
q. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
r. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
s. Each transparent oxygen masks; adult, child and infant sizes, with tubing	1
t. Set of pediatric and adult nasal cannulae with tubing.	1
u. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen	1
v. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications	1
w. Assorted sizes of extremity immobilization devices.	1
x. One lower extremity traction splint (Pediatric and Adult)	1
y. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord klamps or cord-ties	1
z. Burn sheets	1
aa. One flashlight with batteries.	1
bb. Occlusive dressings.	1
cc. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
dd. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
ee. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members	1
ff. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective.	1
gg. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department	1
hh. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
ii. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C.	1
iia. Pediatric length based measurement device for equipment selection and drug dosage	
jj. One per crewmember, safety goggles or equivalent meeting A.N.S.I. Z87.1 standard.	1
kk. Bulb syringe separate from obstetrical kit	1
ll. Thermal absorbent reflective blanket	1
mm. Multi-trauma dressings.	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
a. Vehicle and Contents XX Satisfactory ☐ Unsatisfactory

Comments:

All items compliant

Clearance lights for repair documented on agency work order system.

Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response **Inspection Date: 5/18/2023** **County: Hendry** **Type of Inspection: Scheduled**

Vehicle Information: Unit# **Year/Make: 2013 Ford** **Permit Type: BLS/ALS** **Permit# 006628/0024234**

VIN: **9644 **Tag# MIQ42W**

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
Terry Kareem	EMT	567567
Alexandra Torres	PMD	534813

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights:	1
A. Head lights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Tail Lights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5lbs each.	1
11. Doors open properly, close securely.	1
12. Rear and side view mirrors	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps.	1
2. Auxiliary stretcher and two straps	1
3. Two ceiling mounted IV holders	1
4. Two no-smoking signs.	1
5. Overhead grab rail	1
6. Squad bench and three sets of seat belts.	1
7. Interior lights.	1
8. Exterior floodlights.	1
9. Loading lights	1
10. Heat and air conditioning with fan.	1
11. Word-"Ambulance" sides, back and mirror image front	1
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)	
1. Installed suction. (Transport only)	1
Items 14, 18 and 26 in section IV must be tested.	N/A
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
1. Bandaging, dressing and taping supplies.	1
a. Rolls adhesive, silk or plastic tape.	1
b. Sterile gauze pads, any size	1
c. Triangular bandages	1
d. Roller gauze	1
e. ABD (minimum 5x9 inch) pads	1
2. One pair of Bandage Shears	1
3. One set each, patient restraints – wrist and ankle	1
4. One each blood pressure cuffs: infant, pediatric, and adult.	1
5. One stethoscope: pediatric and adult	1
6. Blankets	1
7. Sheets. (not required on non-transport vehicles)	1
8. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
9. One disposable blanket or patient rain cover.	1
10. One long spine board and three straps or equivalent.	1
11. One short spine board and two straps or equivalent	1
12. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
13. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
14. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
15. Each transparent oxygen masks, adult, child and infant sizes, with tubing	1
16. Set of pediatric and adult nasal cannulae with tubing.	1
17. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
18. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1
19. Assorted sizes of extremity immobilization devices.	1
20. One lower extremity traction splint. (Pediatric and Adult)	1
21. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1
22. Burn sheets.	1
23. One flashlight with batteries.	1
24. Occlusive dressings.	1
25. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
26. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
27. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members	1
28. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective.	1
29. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department	1
30. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
31. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C.	1
31a. Pediatric length based measurement device for equipment selection and drug dosage	
32. One per crewmember, safety goggles or equivalent meeting A.N.S.I.Z87.1 standard.	1
33. Bulb syringe separate from obstetrical kit	1
34. Thermal absorbent reflective blanket	1
35. Multi-trauma dressings.	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
1. Vehicle and Contents XX Satisfactory ☐ Unsatisfactory

Comments:

All items compliant

Clearance lights for repair documented on agency work order system

Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: Rapid Response #10012 Date: 5/18/2023 County: Hendry

Page __1__ of __1__

Comments (Use additional sheet if necessary)

Records and Facilities:
All items in compliance.
Medical director letter updated on site.

Records Supplemental:
All employee records are up to date and compliant.

BLS Inspection:
Two units reviewed.
Reviewed suction unit and battery.
A few non-emergency lights documented for repair.
Pedi-mate pediatric safe transport.

ALS Inspection:
Only one unit reviewed.
Controlled substance administration review with crew chief.
Monitor and ETCO2 reviewed.

Steve Portnov, Thank you for the site visit. It was a pleasure to meet you administration staff and EMS crews. All items in compliance. Please review workorders for several non-emergency lights (clearance lights).

Thank you for reviewing your EMS Data, we are on a path to have your data electronically submitted. Once complete, I will conduct a training of the new software we provide access for your use.

Site reviewer: Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response Medical Transp. #10012 Inspection Date: 5/18/2023
County: Hendry Type of Inspection: Scheduled

License Type: ALS Transport Date of Last Inspection: 12/19/2023 License Expiration Date: 12/18/2024

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)			
1. Records storage and security.	1		
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. – heated and air conditioned) location.	1
II. RECORDS (Section 401, F.S., Chapter 64J-1, F.A.C.)		5. The area is clean and sanitary.	1
1. Current service license on display. (Chapter 64J-1, F.A.C)	1	B. Observe if the following requirements for controlled substances are being met:	
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.	1
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	1
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:	
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	1	1. Security procedures.	1
4. Personnel Records for each EMT, paramedic (Chapter 6EJ-1, F.A.C.) To Include:		2. Items stored in a climate-controlled location (i.e. – Heated and air conditioned)	1
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	1
B. Record of training.	1	4. Inventory procedures.	1
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:	
D. Documentation of completion of the 1988 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew members (Chapter 64J-1, F.A.C.)	N/A	1. Storage procedures.	1
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A.B.C.		2. The positions that have access to controlled substances.	1
A. 18 years old.	N/A	3. Shift change inventory procedures for vehicles.	1
B. Not addicted to alcohol or controlled substances.	N/A	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.	1
C. Free from physical or mental defect or disease that would impair ability to drive.	N/A	5. Procedures used for inventory discrepancies.	1
D. Driving record verification.	N/A	E. Verify that the following occurs with regard to controlled substances:	
E. Possess valid class "D" or chauffeur license.	1	1. Storage records are maintained on file at the location where he controlled substances are stored.	1
F. Is trained in safe operation of emergency vehicle – 16 hours E.V.O.C.	1	2. All required inventories and records are maintained at least two years.	1
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	N/A	3. Records are maintained separately from other records.	1
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)	1
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:	
6. Medical Director (Section 64J-1, F.A.C.)		A. Proper handling	1
A. Qualifications: Current ACLS certification or board certification (Chapter 64J-1, F.A.C.)	1	B. Proper storage	1
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)		C. Proper disposal	1
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)	1
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1a
a. Prompt review of run reports.	1	If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)	
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.	N/A
3. Documentation of implementation of #2 above.	1	B. Rotary Wing air ambulances shall document every 15 minutes of the flight while enroute to and from patient's location. 64J-1.005(3)	N/A
4. Documented of participation in direct contract time with EMS Field Level Providers for a minimum of 10 hours per year.	1	C. Safety committee to include:	
		1. Membership of one pilot, on flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).	N/A
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)		2. Written safety procedures.	N/A
A. Observe if the following requirements for medications and fluids are being met:	1	3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.	N/A
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.	N/A
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.	N/A
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1		

Comments:

All items corrected onsite, now all in compliance

Compliance Officer: Thomas DiBernardo

STATE OF FLORIDA

DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES

Personnel Records (Section 401.31, F.S.)

Service Name: Rapid Response Medical Trans. #10012 Inspection Date: May 18, 2023 Total Number of Personnel: 10 Number of Files Reviewed: 10

Inspector Name: Thomas DiBernardo

	Name of Personnel – EMT/PMD/RN # *John Doe, PMD XXXXXX*	Date of Employment	Record of Training Yes/No	EMT/Para. Cert. Type and Exp. Date 12/1/2016	CPR/ACLS Cert. Type and Exp. Date	Driving Record Verified Yes/No Date	Valid D.L. Yes/No Exp. Date	EVOC Training Yes/No Date	Statement for Ambulance Driver Only			
									Alcohol Or Drug Yes/No	Phys. or Mental Yes/No	18 YOA Yes/No	First Aid or Personal Safety Card Yes/No Exp. Date
1.	*Cedrick Miles-EMT553668*	07/17/2020	YES	12/2024	CPR 7/31/24	N/A	10/2/2024	2/18/2017	N/A	N/A	N/A	N/A
2.	Alexandra Torres – PMD534813	10/18/2019	YES	12/1/2024	ACLS 12/31/24	N/A	6/29/2027	4/18/2019	N/A	N/A	N/A	N/A
3.	Paul Albores – PMD	10/18/2019	YES	12/1/2024	ACLS 9/1/23	N/A	12/8/2025	12/15/2005	N/A	N/A	N/A	N/A
4.	Jose Saravia – EMT578678	4/29/2022	YES	12/1/2024	CPR 5/31/24	N/A	9/16/2023	5/15/2022	N/A	N/A	N/A	N/A
5.	Sergy Zakatov – PMD529533	2/24/2021	YES	12/1/2024	ACLS 11/30/23	N/A	10/2/28	12/19/2012	N/A	N/A	N/A	N/A
6.	*Joshua Taylor -EMT539084*	4/6/2023	YES	12/1/2024	CPR 7/31/23	N/A	4/24/2025	5/19/2012	N/A	N/A	N/A	N/A
7.	Lonnie Boles – PMD529212	12/21/2021	YES	12/1/2024	ACLS 4/30/25	N/A	8/15/2026	11/7/2013	N/A	N/A	N/A	N/A
8.	Amanda Nolet – PMD530869	11/4/2020	YES	12/1/2024	ACLS 9/30/23	N/A	8/23/2030	11/21/2015	N/A	N/A	N/A	N/A
9.	Dante Alvorado – PMD539670	11/30/2021	YES	12/1/2024	ACLS11/30/24	N/A	2/28/2029	7/20/2019	N/A	N/A	N/A	N/A
10.	Keldrick Brown – PMD531891	12/22/2022	YES	12/1/2024	ACLS 3/31/24	N/A	9/23/2030	3/22/2015	N/A	N/A	N/A	N/A
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
19.												
20.												
21.												
22.												

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response **Inspection Date: 12/10/19** **Unit No. 103**

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

ALS EQUIPMENT AND MEDICATIONS
(Reference Chapter 64J-1, F.A.C.)

MEDICATIONS	WT VOL	QTY		MEDICAL EQUIPMENT (Cont.)		
1. Atropine Sulfate			1	n. Intraosseous needles 15 or 16 gauge and three way stop-cocks. As allowed by medical director.		1
2. Dextrose, 50 percent	25 gm 50ml		1	o. Syringes from 1 ml. To 20 ml.		1
3. Epinephrine HCL	1:1,000 1 mg/ml		1	p. DC battery powered portable monitor defibrillator capable of delivering energy below 25 watts/sec with adult and pediatric paddles (or pediatric paddle adapters) and EKG printout and spare battery.		1
4. Epinephrine HCL	1: 10,000 1 mg 10cc		1	q. Adult and pediatric monitoring electrodes.	Pediatric Replaced	1 a
5. Ventricular dysrhythmic			1	r. Pacing electrodes, if monitor or defibrillator requires.		1
			1	.		1
7. Naloxone (Narcan)	1 mg/ml 2 mg amp.		1	s. Electronic waveform capnography capable of real-time Monitoring and printing record of the intubated patient		1
8. Nitroglycerin	0.4 mg spray pump		1	t. Method of blood glucose monitoring approved by medical director.		1
9. Diazepam	5 mg/ml		1	u. Pediatric length based measurement tape for equipment selection and drug dosage.		1
10. Inhalant, Beta Adrenergic agent with nebulizer apparatus, approved by medical director	In nebulizer apparatus		1	v. Approved sharps container per Chapter 64J-1, F.A.C.		1
IV SOLUTIONS MINIMUM QTY	MINIMUM AMMOUNTS			w. Flexible suction catheters size 6-8, 10-12, and 14, French	One each	1
1. Lactated Ringers or Normal Saline		In any combination	1	**Other ALS Requirements**		

Medical Equipment			Other ALS Requirements	
a. Laryngoscope handle with batteries		1	1. Standing orders – authorized by current medical director within last 24 months	1
b. Laryngoscope blades, adult, child and infant sizes		1	2. Controlled substances stored in a locked drug compartment.	1
c. Pediatric IV arm board or splint appropriate for IV stabilization		1	3. Controlled substance written vehicle log:	1
d. Disposable endotracheal tubes; adult, child and infant sizes (Two each within the ranges 2.5mm – 5.0mm shall be uncuffed; range 5. mm – 7.0mm; 7.5mm – 9.0mm)		1	A. Inventory conducted at beginning and end of shift.	1
e. Pediatric and adult endotracheal tube stylets.		1	B. Log consecutively, permanently numbered pages.	1
f. Pediatric and adult Magill forceps.		1	C. Log on each vehicle specifies:	1
g. Device for intratracheal meconium suctioning in newborns		1	1. Vehicle unit or number;	1
h. Tourniquets		1	2. Name of employee conducting inventory:	1
i. IV cannulae between 14 and 24 gauge		1	3. Date and time of inventory:	1
j. Micro drip sets		1	4. Name, weight, volume or quantity and expiration date of each controlled substance:	1
k. Macro drip sets		1	5. Run report no. (if administered);	1
l. IV pressure infuser		1	6. Each amount administered or disposed;	1
m. Needles between 18 and 25 gauge		1	7. Printed name and signature of administering Paramedic or other authorized licensed professional.	1
			8. Printed name and signature of person witnessing the disposal of each unused portion.	1

Comments:

STATE OF FLORIDA

DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES

Equipment Test Results

Service Name: Rapid Response | Inspection Date: 12/10/19

Inspector Name: Shelly Lewis | Unit Number: 103

I. RESIPRATORY EQUIPMENT TEST RESULTS

A. Aspirators (Reservoir must be connected)	Built-in	Portable	Spare
Quick Test:			
1. Flow rate = or > 30 L/min	☐ Yes ☐ No	☐ XYes ☐ No	☐ Yes ☐ No
2. Vacuum = or > -300 mm Hg within 4 seconds?	☐X Yes ☐ No	☐X Yes ☐ No	☐ Yes ☐ No
3. Maximum vacuum = or > -400 mg Hg?	☐X Yes ☐ No	☐X Yes ☐ No	☐ Yes ☐ No
4. Aspirator tubing collapses?	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

B. Oxygen Flow meters	Built-in	Portable	Spare
Quick Test:			
1. Dial-type "clicks" into position?	☐ Yes ☐ No	☐ XYes ☐ No	☐ Yes ☐ No
2. Flow rate within 1.0 L/min when < or = 10 L/min?	☐X Yes ☐ No	☐X Yes ☐ No	☐ Yes ☐ No
3. Flow rate within 1.5 L/min when = or > 11 L/min	☐Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Comments:

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response Inspection Date: 12/10/19 Phone: 954-651-8554
County: Broward Type of Inspection: Random Announced
Vehicle Information : Unit# 103 Year/Make : 2014 Ford 450 Permit Type ALS Permit# 22138
VIN ------0558 Tag# MIS31H

Inspection Codes:
1 = Item meets inspection criteria
1a = Item corrected during inspection to meet criteria
2 = Items not in compliance with inspection criteria

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
1. Joe Habib	Paramedic	205786
2. Sasha Ikramelahai	EMT	
3.		

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights:	1
A. Headlights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Tail Lights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each.	1
11. Doors open properly, close securely.	1
12. Rear and side view mirrors.	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps.	1
2. Auxiliary stretcher and two straps.	1
3. Two ceiling mounted IV holders.	1
4. Two no-smoking signs.	1
5. Overhead grab rail	1
6. Squad bench and three sets of seat belts	1
7. Interior lights.	1
8. Exterior floodlights.	1
9. Loading lights.	1
10. Heat and air conditioning with fan	1
11. Word-"Ambulance" – sides, back and mirror image front.	N/A
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822	
1. Installed suction. (Transport only)	1
Items 14, 18 and 26 in section IV must be tested.	1
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822	
1. Bandaging, dressing and taping supplies:	1
a. Rolls adhesive, silk or plastic tape.	1
b. Sterile gauze pads, any size	1
c. Triangular bandages	1
d. Roller gauze	1
e. ABD (minimum 8x9 inch) pads	1
f. One pair of Bandage Shears	1
g. One set each, patient restraints – wrist and ankle	1
h. One each blood pressure cuffs, infant, pediatric, and adult.	1
i. One stethescope: pediatric and adult	1
j. Blankets	1
k. Sheets. (not required on non-transport vehicles)	1
l. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
m. One disposable blanket or patient rain cover.	1
n. One long spine board and three straps or equivalent.	1
o. One short spine board and two straps or equivalent.	1
p. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
q. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
r. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
s. Each transparent oxygen masks; adult, child and infant sizes, with tubing INFANT Replaced	1a
t. Set of pediatric and adult nasal cannulae with tubing.	1
u. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
v. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications	1
w. Assorted sizes of extremity immobilization devices.	1
x. One lower extremity traction splint. (Pediatric and Adult)	1
y. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1
z. Burn sheets.	1
aa. One flashlight with batteries.	1
bb. Occlusive dressings.	1
cc. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
dd. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
ee. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members.	1
ff. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective	1
gg. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.	1
hh. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult	1
ii. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-1, F.A.C.	1
jj. Pediatric length based measurement device for equipment selection and drug dosage	
kk. One per crewmember, safety goggles or equivalent meeting A.N.S.I.Z87.1 standard.	1
ll. One bulb syringe separate from obstetrical kit	1
mm. One thermal absorbent reflective blanket	1
nn. Two multi-trauma dressings.	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
I. Vehicle and Contents ☐ Satisfactory ☐ Unsatisfactory

Comments:

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: Rapid Response Medical Transportation Date: 12/10/19 Phone: 954-651-8554

County: Broward Type of Inspection: Random/ Initial

Type of Service: ALS Unit #: 103

Page __1__ of __1__

Comments (Use additional sheet if necessary)

Personnel Records Inspection----No Deficiencies

Service Records and Facilities Inspection----1a-EVOC for Braden, Zakatov

BLS Vehicle Inspection----1a-Pediatric O2 face mask (replaced)

ALS Vehicle Inspection----1a-Pediatric electrodes (replaced)

Equipment Test Results Inspection----No Deficiencies

Good initial inspection. Unit 103 crew members were polite and familiar with their equipment. COO Steve Portnov, I thank you and your staff for your help and cooperation during this initial inspection.

If there is anything the Department can do to assist you in the future please, feel free to call anytime.

STATE OF FLORIDA
DEPARTMENT OF HEALTH - EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Rapid Response Medical Transport Inspection Date: 12/10/19 Phone: 954-651-8554

County: Broward Type of Inspection: Announced

License Type: Transport Date of Last Inspection: N/A License Expiration Date: 12/18/20

HEALTH

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)			
1. Records storage and security.	1		
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. – heated and air conditioned) location.	1
II. RECORDS (Section 401. F.S., Chapter 64J-1, F.A.C)	1	5. The area is clean and sanitary.	1
1. Current service license on display. (Chapter 64J-1, F.A.C)	1	B. Observe if the following requirements for controlled substances are being met:	
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.	1
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	1
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:	
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	1	1. Security procedures.	1
4. Personnel Records for each EMT, paramedic (Chapter 6EJ-1, F.A.C.) To Include:		2. Items stored in a climate controlled location (i.e. – Heated and air conditioned)	1
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	1
B. Record of training.	1	4. Inventory procedures.	1
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:	
D. Documentation of completion of the 1988 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew members (Chapter 64J-1, F.A.C.)	N/A	1. Storage procedures.	1
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A,B,C.		2. The positions that have access to controlled substances.	1
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.	1
B. Not addicted to alcohol or controlled substances.	1	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.	1
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.	1
D. Driving record verification.	1	F. Verify that the following occurs with regard to controlled substances:	
E. Possess valid class "D" or chauffeur license.	N/A	1. Storage records are maintained on file at the location where he controlled substances are stored.	1
F. Is trained in safe operation of emergency vehicle – 16 hour E.V.O.C.	1a	2. All required inventories and records are maintained at least two years.	1
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	N/A	3. Records are maintained separately from other records.	1
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)	1
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:	
6. Medical Director (Section 64J-1, F.A.C.)		A. Proper handling	1
A. Qualifications: Current ACLS certification or board certification (Chapter 64J-1, F.A.C.)	1	B. Proper storage	1
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)		C. Proper disposal	1
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)	1
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1
a. Prompt review of run reports.	1	12. If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)	
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.	N/A
3. Documentation of implementation of #2 above.	1	B. Documentation of flight done every 15 minutes while enroute to and from patient's location.	N/A
4. Documented of participation in direct contract time with EMS Field Level Providers for a minimum of 10 hours per year.	1	C. Safety committee to include:	
		1. Membership of one pilot, on flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).	N/A
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)		2. Written safety procedures.	N/A
A. Observe if the following requirements for medications and fluids are being met:		3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.	N/A
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.	N/A
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.	N/A
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1		

Comments:

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Personnel Records (Section 401.31, F.S.)

Service Name: Rapid Response Medical Transport Inspection Date: 12/10/19 Total Number of Personnel: 22 Number of Files Reviewed: 10

Inspector Name: Shelly Lewis

	Name of Personnel	Date of Employment	Record of Training Yes/No	EMT/Para. Cert. Type and Exp. Date	CPR/ACLS Cert. Type and Exp Date (Drivers Only)	Driving Record Verif. Yes/No Date	Valid D.L. Yes/No Exp. Date	EVOC Training Yes/No Date	Statement for Driver Only			
									Alcohol Or Drug Yes/No	Phys. Or Mental Yes/No	18 YOA Yes/No	First Aid or Personal Safety Card Yes/No Exp. Date
1.	Habib, Joseph	03/09/09	YES	P-205786	ACLS-04/21	N/A	07/01/21	07/20/01	YES	YES	YES	N/A
2.	Chin, Errol	10/04/19	YES	E-541296	CPR-08/20	N/A	04/16/25	03/11/10	YES	YES	YES	N/A
3.	Ward, Patrica	09/23/19	YES	E-541816	CPR-08/21	N/A	10/05/25	04/23/17	YES	YES	YES	N/A
4.	Dominguez, Jesus	02/07/19	YES	P-517787	ACLS-08/20	N/A	05/08/22	05/22/06	YES	YES	YES	N/A
5.	Ikramelahia, Sasha	02/07/19	YES	E-539333	CPR-09/20	N/A	03/24/27	Letter	YES	YES	YES	N/A
6.	Portnov, Steve	10/18	YES	P-529330	ACLS-12/20	N/A	03/25/05	09/05/14	YES	YES	YES	N/A
7.	Braden, Ashley	02/07/19	YES	E-553260	CPR-03/21	N/A	10/02/20	Letter	YES	YES	YES	N/A
8.	Brown, Tiffany	07/19/19	YES	E-565724	CPR-05/20	N/A	10/20/21	08/25/19	YES	YES	YES	N/A
9.	Hendrzat, Richard	10/04/19	YES	E-516887	CPR-04/20	N/A	04/25/24	06/20/07	YES	YES	YES	N/A
10.	Zakatov, Sergey	03/29/19	YES	P-529533	CPR-07/21	N/A	10/02/20	Letter	YES	YES	YES	N/A
11.												
12.												
13.												
14.												
15.												
16.												
17.												
18.												
19.												
20.												
21.												
22.												



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Attachment # 5

Rapid Response Ambulance, a trusted provider of emergency medical services, has been proudly serving the communities of Hendry & Glades Counties for over 5 years. Since expanding our operations to include the neighboring counties, Highlands and Hardee Counties on August 1st, 2023, we have been steadfast in our commitment to delivering high-quality care to those in need.

We are excited for the opportunity to continue to serve Hardee County.

Below are the key points illustrating the demand and need for our ambulance company's service in Hardee County:

- Population Growth: Hardee County has experienced significant population growth in recent years, resulting in increased demand for emergency medical services. With a growing population comes an increased likelihood of medical emergencies and accidents requiring timely and efficient ambulance transportation.
- Enhanced Patient Care: Our ambulance company is committed to delivering high-quality patient care by employing skilled medical professionals and utilizing advanced medical equipment. By partnering with local healthcare providers and emergency responders, we aim to improve outcomes for patients in Hardee County.
- Accesibility to Critical Care: Critical Care, a specialized service that is not readily available from other private ambulance companies in the area. Our ability to provide this level of care fills a vital gap in the county's healthcare infrastructure, ensuring that residents have access to the lifesaving treatments they require. Our Critical Care paramedics are trained through University of Florida.
- Community Support: We have received overwhelming support and encouragement from community members, local authorities, and healthcare stakeholders regarding the establishment of our ambulance service in Hardee County. Their endorsement underscores the pressing need for reliable and efficient emergency medical transportation services in the area

Beyond our core services, Rapid Response Ambulance has been privileged to support the Florida Department of Health in various capacities, including Covid-19 response efforts and disaster relief initiatives. From staffing vaccination sites to providing assistance during emergencies, we stand ready to lend our expertise and resources to support the well-being of the Hardee County community.

We take great pride in the positive impact we have made on the lives of residents, as well as the hospitals and rehabilitation facilities we partner with. We remain committed to upholding the highest standards of professionalism and providing exceptional service to all those we have the privilege to assist.

We are confident that our service will make a significant and positive impact on public health and safety in Hardee County.



Appendix B

(Rural Area)

2025 Medicare/Medicare Insurance Rate Schedule

MEDICARE RURAL BASE RATES:

ALS I Emergent (HCPCS A0427)	$ 523.03
ALS-2 (HCPCS A0433)	$ 757.02

An ALS-2 transport occurs when the patient is intubated, cardio-vetted, or given three IV medications during transport.

ALS Non-emergency Transpo1t (HCPCS 0426)	$ 330.34
BLS Emergency (HCPCS A0429)	$ 440.45
BLS Non-Emergency (HCPCS - A0428)	$ 275.28
Mileage (HCPCS-A0425)	$ 9.24 per mile
ALS LEVEL-3 SPECIALTY CARE (HSPCS- A0434)	$ 894.66

MEDICARE RURAL BASE RATES/LOWEST QUARTILE:

ALS Non-emergency Transpo1t (HCPCS 0426)	$ 405.00
ALS I Emergent (HCPCS A0427)	$ 641.23
BLS Non-Emergency (HCPCS - A0428)	$ 337.49
BLS Emergency (HCPCS A0429)	$ 539.99
ALS LEVEL-3 SPECIALTY CARE (HSPCS- A0434)	$ 1,096.85

RURAL GROUND MILES 1-17

Mileage (HCPCS-A0425)	$ 13.86 per mile

MEDICAID

HCPCS – 0426 - $190.00

HCPCS –A 0428 - $136

HCPCS – A0429 - $136

HCPCS –A0427 - $190

HCPCS – A0433 - $190.00

Rapid Response EMS
Email: Info@rrmtambulance.com
555 Sawgrass Corporate Parkway,
Sunrise, FL 33325

RREMS Rates 2025

BLS (EMERGENCY)	$ 1050.00
BLS (NON-EMERGENCY)	$ 950.00
ALS (EMERGENCY)	$ 1150.00
ALS (NON-EMERGENCY)	$ 1050.00
ALS 2	$ 1350.00
SCT	$ 1500.00
Mileage	**$ 20.00/Mile**

Ambulatory	$ 75.00
Wheelchair	$ 100.00
Non-Medical Stretcher	$ 150.00
Bariatric	$ 400.00
Non-Medical Mileage	$ 7.75/mile

Waiting time **$ 75.00/hr.**



Rapid Response EMS
863-978-1200
info@rrmtambulance.com

Attachment # 7

Main Office:
555 Sawgrass Corporate Pkwy
Sunrise, FL 33325

Hendry County Station:
524 W Sagamore Ave, Clewiston, FL 33440

Highlands County Station:
2914 Kenilworth ,
Sebring, FL 33870

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARMENT OF PUBLIC SAFETY

COPCN ALS/BLS PERSONNEL

Name of Service: Rapid Response Medical Transportation LLC, DBA. Rapid Response EMS

Date: June 1, 2025

Last Name	First Name/M.I.	Paramedic (Y/N)	EMT (Y/N)	Driver (Y/N)	State of Florida Certification(s) Number
Albores	Paul	Y	N	Y	PMD 515808
Meyers	Timothy	Y	N	Y	PMD 532524
Hernandez	Nicole	Y	N	Y	PMD 544353
Barbosa	Michael	N	Y	Y	EMT 581313
Terry	Kareem	N	Y	Y	EMT 567567
Goldfarb	Brian	N	Y	Y	EMT 301723
Johnson	Melissa	N	Y	Y	EMT 588293
Bibby	Malik	Y	N	Y	PMD 537355
Hobson	Corrina	N	Y	Y	EMT 586532
Harbeck	Gabriel	N	Y	Y	EMT 592149
Fernandez	Francisco	N	Y	Y	EMT 582600
Goff	Stephen	N	Y	Y	EMT589193
Embrey	Robert	Y	N	Y	PMD 544658
Edmond	Bernard	Y	N	Y	PMD 529210
Schwartz	Brian	Y	N	Y	PMD 538696
August	Erron	Y	N	Y	PMD 528751

Attach additional page(s), if necessary

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 4, 2024	**PMD 515808**	**307243**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

PAUL D ALBORES
7014 NW 58 CT
TAMARAC, FL - 33321

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 4, 2024	PMD 515808	307243

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

PAUL D ALBORES Expiration Date: DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS
Provider

American Heart Association.

Paul Albores

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
9/28/2023

Renew By
09/2025

Training Center Name
Learn ACLS, LLC

Instructor Name
Felisha Portnov

Training Center ID
NY20025

Instructor ID
03160448054

Training Center City, State
Astoria, NY

eCard Code
245412870816

Training Center Phone Number
(212) 421-4131

QR Code

Training Site Name

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to: www.heart.org/cpr/mycards

© 2023 American Heart Association. All rights reserved. 20-3001 RQ 23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Paul Albores

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
9/29/2023

Training Center Name
Learn ACLS, LLC

Training Center ID
NY20025

Training Center City, State
Astoria, NY

Training Center Phone Number
(212) 421-4131

Training Site Name

Renew By
09/2025

Instructor Name
Steve Portnov

Instructor ID
09150367344

eCard Code
245402117031

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

Florida HEALTH Department of Health

TIMOTHY JOHN MEYERS

License Number: PMD532524

Data As Of 7/8/2025

Profession	Paramedic
License	PMD532524
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/01/2017
Address of Record	5409 Carlton St NAPLES, FL 34113
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Timothy Meyers

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
12/1/2023

Training Center Name
HCI College

Training Center ID
FL15006

Training Center City, State
West Palm Beach, FL

Training Center Phone Number
(561) 586-0121

Training Site Name

Renew By
12/2025

Instructor Name
Robert Schmidt

Instructor ID
07160484458

eCard Code
245413815398

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Timothy Meyers

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
12/1/2023

Training Center Name
HCI College

Training Center ID
FL15006

Training Center City, State
West Palm Beach, FL

Training Center Phone Number
(561) 586-0121

Training Site Name

Renew By
12/2025

Instructor Name
Robert Schmidt

Instructor ID
07160484458

eCard Code
245403815331

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

Florida HEALTH Department of Health

NICOLE HERNANDEZ

License Number: PMD544353

Data As Of 7/8/2025

Profession	Paramedic
License	PMD544353
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/09/2023
Address of Record	7648 Ramona street MIRAMAR, FL 33023
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

[redacted]

BLS
Provider

American Heart Association.

Nicole Hernandez

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
9/28/2023

Renew By
09/2025

Training Center Name
Emergency Educational Training Institute, Inc

Instructor Name
Jeff Pfeiffer

Training Center ID
FL04404

Instructor ID
03160445919

Training Center City, State
Coral Springs FL

eCard Code
245411977433

Training Center Phone Number
(754) 900-1224

QR Code

Training Site Name
CPR HOLLYWOOD

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

American Heart Association.

Nicole Hernandez

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
10/3/2023

Training Center Name
Emergency Educational Training Institute, Inc.

Training Center ID
FL04404

Training Center City, State
Coral Springs, FL

Training Center Phone Number
(754) 900-1224

Training Site Name
CPR HOLLYWOOD

Renew By
10/2025

Instructor Name
Jeff Pfeiffer

Instructor ID
03160445919

eCard Code
245402106373

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

MICHAEL ALEXANDER BARBOSA

License Number: EMT581313

Data As Of 7/8/2025

Profession	Emergency Medical Technician
License	EMT581313
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/28/2022
Address of Record	299 S Gloria St CLEWISTON, FL 33440
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

American Heart Association

Michael Barbosa

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (BLS) and AED Program

Issue Date	Renew By	eCard Code
9/5/2023	09/2025	24541220602

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cprmycards

Training Center Name	[illegible]
Training Center ID	[illegible]
TC City, State	Miramar, FL
TC Phone	(954) 321-6360
Training Site Name	
Instructor Name	Eduardo Frega
Instructor ID	03112322738

© 2023 American Heart Association 80-1000 F515

Florida HEALTH Department of Health

KAREEM ABDUL TERRY

License Number: EMT567567

Data As Of 7/8/2025

Profession	Emergency Medical Technician
License	EMT567567
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/29/2019
Address of Record	555 Sawgrass corporate pkwy SUNRISE, FL 33325
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Kareem Terry

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
5/1/2024

Renew By
05/2026

Training Center Name
Learn ACLS, LLC

Instructor Name
Felisha Portnov

Training Center ID
NY20025

Instructor ID
03160448054

Training Center City, State
Astoria, NY

eCard Code
245418200134

Training Center Phone Number
(212) 421-4131

QR Code

Training Site Name

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

BRIAN P GOLDFARB

License Number: EMT301723

Data As Of 7/8/2025

Profession	Emergency Medical Technician
License	EMT301723
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/06/2001
Address of Record	10542 BOCA ENTRADA BLVD #193 BOCA RATON, FL 33428
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS
Provider

American Heart Association.

Brian Goldfarb

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
12/15/2023

Renew By
12/2025

Training Center Name
Emergency Educational Training Institute, Inc.

Instructor Name
Anthony Scaramellino

Training Center ID
FL04404

Instructor ID
01112255647

eCard Code
245414368823

Training Center City, State
Coral Springs, FL

QR Code

Training Center Phone Number
(754) 900-1224

Training Site Name

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

Florida HEALTH Department of Health

MELISSA A JOHNSTON

License Number: EMT588293

Data As Of 7/8/2025

Profession	Emergency Medical Technician
License	EMT588293
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/03/2024
Address of Record	1327 Draper Drive LAKE PLACID, FL 33852
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS
Provider

American Heart Association.

Melissa Johnston

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
8/17/2023

Training Center Name
AdventHealth Sebring

Training Center ID
FL05260

Training Center City, State
Sebring, FL

Training Center Phone Number
(863) 402-3156

Training Site Name

Renew By
08/2025

Instructor Name
Jesus Perez

Instructor ID
02120080961

eCard Code
245411531941

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

MALIK A BIBBY

License Number: PMD537355

Data As Of 7/8/2025

Profession	Paramedic
License	PMD537355
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/30/2020
Address of Record	881 NW 170 TER PEMBROKE PINES, FL 33028
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Malik Bibby

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
8/17/2023

Training Center Name
Fortis College - Mobile

Training Center ID
FL20732

Training Center City, State
Mobile, AL

Training Center Phone Number
(251) 450-8005

Training Site Name
The Nursing Station

Renew By
08/2025

Instructor Name
Dorothy Jackson

Instructor ID
10102057709

eCard Code
235419607147

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Malik Bibby

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
8/25/2023

Training Center Name
Fortis College - Mobile

Training Center ID
FL20732

Training Center City, State
Mobile, AL

Training Center Phone Number
(251) 450-8005

Training Site Name
The Nursing Station

Renew By
08/2025

Instructor Name
John Haywood

Instructor ID
11180737471

eCard Code
235409893841

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

CORRINA COLLEEN HOBSON

License Number: EMT586532

Data As Of 7/8/2025

Profession	Emergency Medical Technician
License	EMT586532
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/18/2024
Address of Record	607 s willow Ave AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below.

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Corrina Hobson

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
8/17/2023

Training Center Name
AdventHealth Sebring

Training Center ID
FL05260

Training Center City, State
Sebring, FL

Training Center Phone Number
(863) 402-3156

Training Site Name

Renew By
08/2025

Instructor Name
Jesus Perez

Instructor ID
02120080961

eCard Code
245411531942

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

Your license number is EMT 592149.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
03042025	EMT 592149	482537

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

GABRIEL HARBECK
7342 NW 49TH ST
LAUDERHILL
LAUDERHILL, FL - 33319

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
03042025	EMT 592149	482537

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

GABRIEL HARBECK Expiration Date: **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Gabriel Harbeck

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
8/4/2023

Training Center Name
Nova Southeastern University

Training Center ID
FL04465

Training Center City, State
Davie, FL

Training Center Phone Number
(954) 262-4367

Training Site Name

Renew By
08/2025

Instructor Name
Walter Schrubb

Instructor ID
12102179435

eCard Code
235419217790

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

Your license number is EMT 582600.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

Florida HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 8, 2024	**EMT 582600**	**443939**

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

FRANCISCO J FERNANDEZ
8450 GRAND CANAL DR
MIAMI, FL - 33144

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 8, 2024	**EMT 582600**	**443939**

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

FRANCISCO J FERNANDEZ

Expiration Date: **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Francisco Fernandez

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/25/2024

Training Center Name
Braxton College

Training Center ID
FL20957

Training Center City, State
Ft. Myers, FL

Training Center Phone Number
(888) 983-2423

Training Site Name

Renew By
01/2026

Instructor Name
Keith Hernandez

Instructor ID
09210985096

eCard Code
245415132733

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

[redacted]

Your license number is EMT 589193.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

Florida HEALTH

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
AUGUST 17, 2024	**EMT 589193**	**431516**

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

STEPHEN MICHAEL GOFF
2029 BLUFF HAMMOCK RD
LORIDA, FL - 33857

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO
AUGUST 17, 2024	EMT 589193	431516

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

STEPHEN MICHAEL GOFF

Expiration Date:DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

[redacted]

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Stephen Goff

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/1/2025

Training Center Name
Learn ACLS, LLC

Training Center ID
NY20025

Training Center City, State
Astoria, NY

Training Center Phone Number
(212) 421-4131

Training Site Name

Renew By
01/2027

Instructor Name
Felisha Portnov

Instructor ID
03160448054

eCard Code
255417697487

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

Your license number is PMD 544658.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

Florida HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 22, 2024	**PMD 544658**	**319783**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

ROBERT N EMBREY, JR
1050 PEACHTREE DR
LAKE PLACID, FL - 33852

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 22, 2024	PMD 544658	319783

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

ROBERT N EMBREY, JR Expiration Date:**DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Robert Embrey

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
7/3/2024

Training Center Name
Polk State College

Training Center ID
FL20243

Training Center City, State
Winter Haven, FL

Training Center Phone Number
(863) 669-2902

Training Site Name

Renew By
07/2026

Instructor Name
Jared van Hoek

Instructor ID
04221069500

eCard Code
255411420211

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Robert Embrey

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
7/3/2024

Training Center Name
Polk State College

Training Center ID
FL20243

Training Center City, State
Winter Haven, FL

Training Center Phone Number
(863) 669-2902

Training Site Name

Renew By
07/2026

Instructor Name
Jared van Hoek

Instructor ID
04221069500

eCard Code
255401420447

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

Your license number is PMD 529210.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
NOVEMBER 9, 2024	**PMD 529210**	**329698**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

BERNARD BEN EDMOND
2766 2766 NW 62 STREET
2766 NW 62 STREET
MIAMI, FL - 33179

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO	CONTROL NO
NOVEMBER 9, 2024	PMD 529210	329698

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

BERNARD BEN EDMOND Expiration Date DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Bernard Edmond

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/3/2025

Training Center Name
Nationwide Health LLC

Training Center ID
FL20236

Training Center City, State
Pompano Beach, FL

Training Center Phone Number
(954) 943-8002

Training Site Name

Renew By
01/2027

Instructor Name
Kristy Knutson

Instructor ID
03231133753

eCard Code
255416208382

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Bernard Edmond

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
1/3/2025

Training Center Name
Nationwide Health LLC

Training Center ID
FL20236

Training Center City, State
Pompano Beach, FL

Training Center Phone Number
(954) 943-8002

Training Site Name

Renew By
01/2027

Instructor Name
Kristy Knutson

Instructor ID
03231133753

eCard Code
255406208389

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

Florida HEALTH Department of Health

BRIAN SCHWARTZ

License Number: PMD538696

Data As Of 7/8/2025

Profession	Paramedic
License	PMD538696
License Status	Clear/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/16/2021
Address of Record	1096 nw 124 terrace SUNRISE SUNRISE, FL 33323
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Brian Schwartz

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/1/2025

Training Center Name
Learn ACLS, LLC

Training Center ID
NY20025

Training Center City, State
Astoria, NY

Training Center Phone Number
(212) 421-4131

Training Site Name

Renew By
01/2027

Instructor Name
Felisha Portnov

Instructor ID
03160448054

eCard Code
255417697489

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Brian Schwartz

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
2/24/2025

Training Center Name
Learn ACLS, LLC

Training Center ID
NY20025

Training Center City, State
Astoria, NY

Training Center Phone Number
(212) 421-4131

Training Site Name

Renew By
02/2027

Instructor Name
Steve Portnov

Instructor ID
09150367344

eCard Code
255408191138

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23

Your license number is PMD 528751.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

Florida HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 3, 2024	**PMD 528751**	**306883**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

ERRON DAREN AUGUST
1180 NW 155TH LN APT 101
MIAMI, FL - 33169

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 3, 2024	PMD 528751	306883

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

ERRON DAREN AUGUST Expiration Date: **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

BASIC LIFE SUPPORT

BLS Provider

American Heart Association.

Erron August

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date
1/29/2024

Training Center Name
One Beat CPR Learning Center, LLC.

Training Center ID
FL20902

Training Center City, State
Miramar, FL

Training Center Phone Number
(954) 321-5305

Training Site Name

Renew By
01/2026

Instructor Name
SHERAN JOHNSON

Instructor ID
02112276685

eCard Code
245415258027

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3001 R3/23

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ACLS Provider

American Heart Association.

Erron August

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date
1/29/2024

Training Center Name
One Beat CPR Learning Center, LLC.

Training Center ID
FL20902

Training Center City, State
Miramar, FL

Training Center Phone Number
(954) 321-5305

Training Site Name

Renew By
01/2026

Instructor Name
SHERAN JOHNSON

Instructor ID
02112276685

eCard Code
245405257852

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

© 2023 American Heart Association. All rights reserved. 20-3000 R3/23



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Attachment # 5

Rapid Response Ambulance, a trusted provider of emergency medical services, has been proudly serving the communities of Hendry & Glades Counties for over 5 years. Since expanding our operations to include the neighboring counties, Highlands and Hardee Counties on August 1st, 2023, we have been steadfast in our commitment to delivering high-quality care to those in need.

We are excited for the opportunity to continue to serve Hardee County.

Below are the key points illustrating the demand and need for our ambulance company's service in Hardee County:

- Population Growth: Hardee County has experienced significant population growth in recent years, resulting in increased demand for emergency medical services. With a growing population comes an increased likelihood of medical emergencies and accidents requiring timely and efficient ambulance transportation.
- Enhanced Patient Care: Our ambulance company is committed to delivering high-quality patient care by employing skilled medical professionals and utilizing advanced medical equipment. By partnering with local healthcare providers and emergency responders, we aim to improve outcomes for patients in Hardee County.
- Accesibility to Critical Care: Critical Care, a specialized service that is not readily available from other private ambulance companies in the area. Our ability to provide this level of care fills a vital gap in the county's healthcare infrastructure, ensuring that residents have access to the lifesaving treatments they require. Our Critical Care paramedics are trained through University of Florida.
- Community Support: We have received overwhelming support and encouragement from community members, local authorities, and healthcare stakeholders regarding the establishment of our ambulance service in Hardee County. Their endorsement underscores the pressing need for reliable and efficient emergency medical transportation services in the area

Beyond our core services, Rapid Response Ambulance has been privileged to support the Florida Department of Health in various capacities, including Covid-19 response efforts and disaster relief initiatives. From staffing vaccination sites to providing assistance during emergencies, we stand ready to lend our expertise and resources to support the well-being of the Hardee County community.

We take great pride in the positive impact we have made on the lives of residents, as well as the hospitals and rehabilitation facilities we partner with. We remain committed to upholding the highest standards of professionalism and providing exceptional service to all those we have the privilege to assist.

We are confident that our service will make a significant and positive impact on public health and safety in Hardee County.



Appendix B

(Urban Area)

2024 Medicare/Medicare Insurance Rate Schedule

MEDICARE

ALS I Emergent (HCPCS A0427)	$505.81
ALS-2 (HCPCS A0433)	$732.10

An ALS-2 transport occurs when the patient is intubated, cardio-vetted, or given three IV medications during transport.

ALS Non-emergency Transpo1t (HCPCS 0426)	$ 319.46
BLS Emergency (HCPCS A0429)	$425.95
BLS Non-Emergency (HCPCS - A0428)	$ 266.22
Mileage (HCPCS-A0425)	$ 8.94 per mile
ALS LEVEL-3 SPECIALTY CARE (HSPCS- A0434)	$ 865.21

MEDICAID

HCPCS – 0426 - $190.00

HCPCS –A 0428 - $136

HCPCS – A0429 - $136

HCPCS –A0427 - $190

HCPCS -- A0433 - $190.00



Appendix B
(Rural Area)

2024 Medicare/Medicare Insurance Rate Schedule

MEDICARE RURAL BASE RATES:

ALS I Emergent (HCPCS A0427)	$ 510.77
ALS-2 (HCPCS A0433)	$ 739.28

An ALS-2 transport occurs when the patient is intubated, cardio-vetted, or given three IV medications during transport.

ALS Non-emergency Transpo1t (HCPCS 0426)	$ 322.59
BLS Emergency (HCPCS A0429)	$430.12
BLS Non-Emergency (HCPCS - A0428)	$ 268.83
Mileage (HCPCS-A0425)	$ 9.02 per mile
ALS LEVEL-3 SPECIALTY CARE (HSPCS- A0434)	$ 873.69

MEDICARE RURAL BASE RATES/LOWEST QUARTILE:

ALS Non-emergency Transpo1t (HCPCS 0426)	$ 395.5
ALS I Emergent (HCPCS A0427)	$ 626.20
BLS Non-Emergency (HCPCS - A0428)	$ 329.59
BLS Emergency (HCPCS A0429)	$527.33
ALS LEVEL-3 SPECIALTY CARE (HSPCS- A0434)	$ 1,071.14

RURAL GROUND MILES 1-17

Mileage (HCPCS-A0425)	$ 13.53 per mile

MEDICAID

HCPCS – 0426 - $190.00

HCPCS –A 0428 - $136

HCPCS – A0429 - $136

HCPCS –A0427 - $190

HCPCS – A0433 - $190.00



PMT Rates 2024

BLS (E)	$450.00
BLS (N)	$350.00
ALS (E)	$525.00
ALS (N)	$425.00
ALS 2	$750.00
SCT	$850.00
Mileage	$12.25/Mile

Ambulatory	$30
Wheelchair	$50
Non-Medical Stretcher	$80
Bariatric	$190
Non-Medical Mileage	$3.75/mile

Wait time	$55.00/hr



Rapid Response EMS
863-978-1200
info@rrmtambulance.com

Attachment # 7

Main Office:
555 Sawgrass Corporate Pkwy
Sunrise, FL 33325

Hendry County Station:
524 W Sagamore Ave, Clewiston, FL 33440

Highlands County Station:
110 Commercial Pl
Sebring, FL 33876

INSURANCE DATA

Insurance Company	Type of Insurance	Insurance Expiration Date
National Indemnity Insurance	Vehicle Liability	12/06/2025

SERVICE AREA DATA

County of Service	Date Certificate of Public Convenience and Necessity Expires
Hendry	01/11/2025
Monroe	05/21/2025
Hardee	07/18/2025
Highlands	05/07/2026
Polk	03/19/2029
Okeechobee	09/30/2025

VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
24927	ALS	T	FORD	E350	2010	Clear	02/16/2023	1FDWE3FP2ADA27983	25.00
25185	ALS	T	FORD	TRANSIT	2015	Clear	07/19/2023	1FDYR2CGXFKA63077	25.00
25271	ALS	T	FORD	TRANSIT	2016	Clear	08/17/2023	1RDYRZCMXGKA29907	25.00
25562	ALS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDWE3FS1HDC63006	25.00
25563	ALS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDXE4RS2HDC35824	25.00
26243	ALS	T	FORD	E-450	2018	Clear	08/19/2024	1FDXE4FS7JDC21214	25.00
6917	BLS	T	FORD	E350	2010	Clear	02/16/2023	1FDWE3FPADA27983	25.00
7002	BLS	T	FORD	TRANSIT	2015	Clear	07/19/2023	1FDYR2CGXFKA63077	25.00
7035	BLS	T	FORD	TRANSIT	2016	Clear	08/17/2023	1RDYRZCMXGKA29907	25.00
7189	BLS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDWE3FS1HDC63006	25.00
7190	BLS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDXE4RS2HDC35824	25.00
7464	BLS	T	FORD	E-450	2018	Clear	08/19/2024	1FDXE4FS7JDC21214	25.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
12	6	6	0	0

HARDEE COUNTY BOARD OF COUNTYCOMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN CERTIFICATE VEHICLES

Date:_____

Unit #	Vehicle Type:	Year/Make	Model	Vehicle Identification #	Mileage
204	Type II	2015/ Ford	Transit	1FDYR2CGXFKA63077	192,061
206	Type II	2016/ Ford	Transit	1RDYRZCMXGRA29907	253,743
111	Type III	2017/Ford	Ecoline	1FDXE4RS2HDC35824	30,089

Attach additional page(s), if necessary

Rapid Response Ambulance

863-978-1200

info@rrmtambulance.com

Attachment # 10

At Rapid Response Ambulance , we prioritize effective communication for optimal operations and safety. To ensure reliable and efficient communication channels, we exclusively utilize First Net Radio Phones, tablets, and RescueNet Dispatch Software. These advanced technologies not only facilitate seamless coordination but also enhance our responsiveness and situational awareness in critical situations. We uphold our commitment to delivering swift and effective assistance while maintaining the highest standards of communication reliability and security.



Rapid Response Ambulance

863-978-1200

info@rrmtambulance.com

Attachment # 11

Rapid Response Ambulance has the pleasure of serving the following counties:

Hendry
Hardee
Highlands
Okeechobee
Polk
Glades (Pending renewal)

McLan Accounting Services
Accounting, Income Tax, Audit Representation
Forensic Accounting, Business Valuations
www.McLanTax.com

4121 18th AVENUE
BROOKLYN, NEW YORK 11218

TEL. (718) 871-8250
FAX (347) 240-7702

December 12, 2024

Re: *RAPID RESPONSE MEDICAL TRANSPORTATION LLC*
555 SAWGRASS CORPORATE PARKWAY
SUNRISE FL 33325

TIN#83-2499630

Dear Mrs. Portnov,

We have compiled the accompanying Balance Sheet of *RAPID RESPONSE MEDICAL TRANSPORTATION LLC* as of December 31, 2023 and the related Statements of Income and Retained Earnings for the period started January 1, 2023 and ended December 31, 2023 in Accordance with Statements on Standards for Compilation Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by GAAP. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Sincerely,

Marina Lerner
CPA, CrFA

RAPID RESPONSE MEDICAL TRANSPORTATION LLC
PROFIT AND LOSS STATEMENT
FOR THE PERIOD 01/01/2023 - 12/31/2023

GROSS INCOME	***2,223,185***	
TOTAL INCOME		***2,223,185***
LESS: EXPENSES		*2,215,078*
NET INCOME (LOSS) BEFORE FED I/T		***8,107***

RETAINED EARNINGS -BEGINNING BALANCE	***259,395***
LESS:DIVIDEND DISTRIBUTIONS	***154,053***
RETAINED EARNINGS -ENDING BALANCE	***113,449***

RAPID RESPONSE MEDICAL TRANSPORTATION LLC

INCOME STATEMENT SUPPORTING SCHEDULE

FOR THE YEAR ENDED DECEMBER 31, 2023

STATEMENT OF EXPENSES

ADVERTISING	*3,227*
AUTO&TRUCK EXPENSE	*77,963*
BANK CHARGES	*1,267*
COMPUTER SERVICES	*2,241*
CONT EDUCATION	*3,111*
DEPRECIATION	*59,841*
DUES&SUBSCRIPTIONS	*3,549*
EMPLOYEE TESTING	*5,882*
EMPLOYEE BENEFIT PROGRAMS	*10,691*
GAS&FUEL	*100,812*
INSURANCE	*20,735*
INSURANCE-VEHICLE	*80,044*
INSURANCE-WORKER'S COMP	*16,472*
INTEREST	*56,431*
INTERNET	*143*
LAUNDRY&CLEANING	*3,900*
LICENSES&FEE	*24,628*
MEALS&ENTERTAINMENT	*2,533*
MEDICAL SUPPLIES	*32,324*
OFFICE EXPENSE	*29,626*
PAYROLL- GROSS	*1,222,226*
PAYROLL- 401-K	*8,345*
PAYROLL TAXES/EMPLOYER	*111,982*
POSTAGE	*13,480*
PROFESSIONAL SERVICES	*43,345*
RENT	*74,050*
REPAIRS&MAINTENANCE	*49,564*
SECURITY	*7,801*
SOFTWARE	*75,294*
STORAGE	*2,573*
SUBCONTRACTORS	*40,600*
TELEPHONE	*20,096*
TRAVEL	*11,857*
UNIFORM	*7,470*
UTILITIES	*6,579*
TOTAL	*2,230,682*

RAPID RESPONSE MEDICAL TRANSPORTATION LLC
BALANCE SHEET
AS OF DECEMBER 31, 2023

ASSETS

CURRENT ASSETS		
CASH	***148,259***	
ACCOUNTS & NOTES RECEIVABLE	***299,592***	
TOTAL CURRENT ASSETS		***447,851***
BUILDING&OTHER ASSETS	***748,639***	
LESS:ACCUM. DEPRECIATION	***241,295***	
NET BUILDING&OTHER DEPRECIABLE ASSET		***507,344***
OTHER ASSETS	***143,896***	
TOTAL OTHER ASSETS		***143,896***
TOTAL ASSETS		***1,099,091***

LIABILITIES & STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
SHORT TERM LIABILITIES	***3,210***	
ACCOUNTS PAYABLE	***71,712***	
TOTAL CURRENT LIABILITIES		***74,922***
OTHER LIABILITIES		
LONG-TERM NOTES PAYABLE	***910,720***	
TOTAL OTHER LIABILITIES		***910,720***
PARTNER'S CAPITAL ACCOUNT		***113,449***
LIABILITIES & STOCKHOLDERS' EQUITY		***1,099,091***

Emergency Medical Services
License Application Profile Report

PROVIDER DATA

Name: RAPID RESPONSE MEDICAL TRANSPORTATION

ID NUMBER: 10012

Phone: 954-998-1017

Manager Name: Steve Portnov, CEO

COUNTY: BROWARD

Fax: 954-206-7878

Mailing Address: 555 Sawgrass Corporate Parkway
SUNRISE, FL 33325

Service Type
Private

Email: info@rrmtambulance.com; SteveP@rrmtambulance.com

Physical Address: 555 Sawgrass Corporate Parkway
SUNRISE, FL 33325

LICENSE DATA

Certification Number: 5235

Date Issued: 12/18/2024

Expires: 12/18/2026

Status: CLEAR

Service Type: ALS

Amount Required: $1,675.00

Amount paid: $1,675.00

PRIMARY MEDICAL DIRECTOR DATA

Name: BANDEL, GERALDO M D

License Number: ME 79654

License Expires: 01/31/2026

Phone: (786) 362-0893

DEA Reg. #: FB2181838

DEA Reg. Expires: 07/31/2025

Contract End Date: 06/01/2025

Address: 7838 Kirby Thomson Road
LABELLE FL 33935

SECONDARY MEDICAL DIRECTOR DATA

Name:

License Number:

License Expires:

Phone:

DEA Reg. #:

DEA Reg. Expires:

Contract End Date:

Address:

Report Date & Time: 12/18/2024 9:48:12AM

INSURANCE DATA

Insurance Company	Type of Insurance	Insurance Expiration Date
National Indemnity Insurance	Vehicle Liability	12/06/2025

SERVICE AREA DATA

County of Service	Date Certificate of Public Convenience and Necessity Expires
Hendry	01/11/2025
Monroe	05/21/2025
Hardee	07/18/2025
Highlands	05/07/2026
Polk	03/19/2029
Okeechobee	09/30/2025

VEHICLE DATA

Permit #	Type	Sub-Type	Make	Model	Year	License Status	Issue Date	Vehicle Identifier	Permit Fee
24927	ALS	T	FORD	E350	2010	Clear	02/16/2023	1FDWE3FP2ADA27983	25.00
25185	ALS	T	FORD	TRANSIT	2015	Clear	07/19/2023	1FDYR2CGXFKA63077	25.00
25271	ALS	T	FORD	TRANSIT	2016	Clear	08/17/2023	1RDYRZCMXGKA29907	25.00
25562	ALS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDWE3FS1HDC63006	25.00
25563	ALS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDXE4RS2HDC35824	25.00
26243	ALS	T	FORD	E-450	2018	Clear	08/19/2024	1FDXE4FS7JDC21214	25.00
6917	BLS	T	FORD	E350	2010	Clear	02/16/2023	1FDWE3FPADA27983	25.00
7002	BLS	T	FORD	TRANSIT	2015	Clear	07/19/2023	1FDYR2CGXFKA63077	25.00
7035	BLS	T	FORD	TRANSIT	2016	Clear	08/17/2023	1RDYRZCMXGKA29907	25.00
7189	BLS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDWE3FS1HDC63006	25.00
7190	BLS	T	FORD	ECONOLINE	2017	Clear	10/25/2023	1FDXE4RS2HDC35824	25.00
7464	BLS	T	FORD	E-450	2018	Clear	08/19/2024	1FDXE4FS7JDC21214	25.00

Count of vehicles with status of "Issued"

Total	BLS	ALS (Transport)	ALS (Non-Transport)	AIR
12	6	6	0	0

AGREEMENT FOR PROFESSIONAL MEDICAL DIRECTION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (herein "Agreement") is made effective and entered into as of the 1 day of June, 2023 by and between the RAPID RESPONSE MEDICAL TRANSPORT, LLC, a Florida corporation (herein the "RRMT"), and GERALDO BANDEL M.D./D.O., a medical doctor licensed to practice such profession in the State of Florida (herein the "MEDICAL DIRECTOR").

WITNESSETH:

WHEREAS, RRMT desires to retain a medical doctor to provide medical director advisor services to RRMT such services include, but are not limited to, medical direction, education assistance, development of emergency medical care policies and procedures, and the development of the emergency and non-emergent transportation program in compliance with local, State, and federal regulations governing the private EMS industry/practices (herein the "Services");

WHEREAS, a competent medical doctor will be required for the Services;

WHEREAS, the Services are of a distinct and non-competitive nature;

WHEREAS, the MEDICAL DIRECTOR is a duly licensed physician by the State of Florida and has the requisite experience, abilities and resources to perform the Services;

WHEREAS, the MEDICAL DIRECTOR desires that the RRMT make payments pursuant to this Agreement to the MEDICAL DIRECTOR'S trade or business, and

WHEREAS, the MEDICAL DIRECTOR desires to enter into this Agreement as independent contractor(s) and is/are ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

A. The MEDICAL DIRECTOR agrees to provide general medical direction, as described in Exhibit A attached hereto and incorporated herein by reference for the RRMT as required on a timely basis.

B. The MEDICAL DIRECTOR shall be available to render professional services set forth herein, including medical direction, response to major medical emergencies, protocol interpretation, disaster management, or critical community health crises) seven (7) days per week, twenty-four (24) hours per day.

C. RRMT agrees that it shall to perform the responsibilities, as described in Exhibit B attached hereto and incorporated herein by reference.

D. Government Access to Records. To the extent required by Section 1861 (v) (1) (1) of the Social Security Act, each party shall, upon proper request, allow the United Stated Department of Health and Human Services, the Comptroller General of the United States, and their duly authorized representative access to this Agreement and to all books, documents, and records necessary to verify the nature and extent of the costs of services provided by either party under this Agreement, at any time during the term of this Agreement and for an additional period of four (4) years following the last date services are furnished under this Agreement. If either party carries out any of its duties under this Agreement through an agreement between it and an individual or organization related to it, any party to this Agreement shall require that a clause be included in such agreement so that, the related organization shall make available, upon request by the United States Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, all agreements, books, documents, and records of such related organization that are necessary to verify the nature and extent of the costs of Services provided under this Agreement.

E. HIPAA Compliance. The MEDICAL DIRECTOR and RRMT shall comply with privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996. The MEDICAL DIRECTOR and EMR further agree that they shall fully comply with all the requirements set forth in Exhibit C attached hereto and incorporated herein by reference.

F. If the MEDICAL DIRECTOR is engaged in providing these types of Services for persons or entities other than RRMT, RRMT acknowledges that the MEDICAL DIRECTOR is not required to provide Services exclusively to the RRMT during the term of this Agreement. However, the MEDICAL DIRECTOR agrees not to render such Services to RRMT's direct competitors, in the geographical regions where RRMT is presently rendering emergency and non-emergent medical transportation. This restriction is limited to a radius of five (5) miles of any of facilities presently contracting RRMT's services. This limitation in not applicable to MEDICAL DIRECTOR's present of future engagement in providing such Services to municipal EMS/Fire organizations.

2.00 TERM AND TERMINATION

This agreement is effective June 1, 2023 and shall end on June 1, 2026. The MEDICAL DIRECTOR may terminate this Agreement at any time by giving RRMT a written notice of not less than ninety (90) days. RRMT may terminate this Agreement at any time in the event that the MEDICAL DIRECTOR violates the terms of this

Agreement or fails to produce a result that meets the specifications of this Agreement. Upon termination, the MEDICAL DIRECTOR shall be entitled to compensation for the MEDICAL DIRECTOR'S services performed prior to such termination date.

3.00 CONFLICT OF INTEREST

The MEDICAL DIRECTOR and RRMT declare that declare that as of the date of this declaration that no conflicts of interests exist affecting their ability to enter into this Agreement.

4.00 MEDICAL DIRECTOR'S LICENSING

The MEDICAL DIRECTOR hereby certifies that the MEDICAL DIRECTOR presently is, and shall continue to be throughout the Term, licensed to perform the Services.

5.00 DISPUTES

Any dispute concerning a question of fact in connection with the Services not disposed of by agreement between RRMT and/or the MEDICAL DIRECTOR shall be referred to American Arbitration Association ("AAA"), and the AAA decision regarding such disputed question of fact shall be final and binding.

6.00 COMPLIANCE WITH LAWS

RRMT and the MEDICAL DIRECTOR agree to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders/directives issued by the regulatory body with the stated purpose of improving and coordinating emergency medical services.

7.00 COMPENSATION

RRMT agrees to pay the MEDICAL DIRECTOR monthly based upon actual services rendered by the MEDICAL DIRECTOR at the agreed upon amount shown in Exhibit B attached hereto and incorporated herein by this reference. All payments under this Agreement shall be made to the MEDICAL DIRECTOR or the entity listed on the IRS W-9 form provided by the MEDICAL DIRECTOR to RRMT.

8.00 CONTROL

All Services are to be performed in accordance with established professional standards applicable to the practice of medicine and in accordance with the established customs, practices, standards and procedures promulgated and established in the State of Florida, and the municipalities wherein RRMT is providing services, except as such might not be consistent with established professional standards applicable to the practice of medicine.

9.00 REIMBURSEMENT FOR EXPENSES

The MEDICAL DIRECTOR shall not be reimbursed for any expenses, unless such expenses are authorized in writing by RRMT before the MEDICAL DIRECTOR incurs any such expenses. Subject at all times to the requirement that the MEDICAL DIRECTOR must seek the RRMT's prior approval of any expenses; in no event shall the MEDICAL DIRECTOR charge RRMT any amount for any expense which exceeds the amount paid by the MEDICAL DIRECTOR for such expenses.

10.00 CLAIMS, LIABILITY, INDEMNITY AND INSURANCE

A RRMT shall assume all risk in connection with MEDICAL DIRECTOR'S performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent acts, errors, or omissions of the MEDICAL DIRECTOR, his/her agents, servants, and/or employees in connection with the prosecution and completion of the Services. RRMT agrees to procure a professional liability insurance, provided same is reasonably available to RRMT, which will indemnify the MEDICAL DIRECTOR for any and all acts and/or omissions arising from executing and/or discharging his/her responsibilities under the Agreement. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

B MEDICAL DIRECTOR and RRMT shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. MEDICAL DIRECTOR acknowledges that they and any of their employees are not entitled to unemployment insurance benefits from RRMT and that the RRMT will not pay for or otherwise provide such coverage to MEDICAL DIRECTOR.

11.00 EQUAL EMPLOYMENT OPPORTUNITY

In carrying out the Services under this Agreement, RRMT and the MEDICAL DIRECTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. RRMT and the MEDICAL DIRECTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring, recruiting or paying recruitment compensation; and selecting for training, including apprenticeships

12.00 RELATIONSHIP

The parties understand and agree that the MEDICAL DIRECTOR is an independent contractor and that the MEDICAL DIRECTOR is not an employee, agent or servant of RRMT, nor is the MEDICAL DIRECTOR entitled to RRMT employment benefits. THE MEDICAL DIRECTOR UNDERSTANDS AND AGREES THAT THE MEDICAL DIRECTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND THAT THE MEDICAL DIRECTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As independent contractors, the MEDICAL DIRECTOR agrees that:

A. The MEDICAL DIRECTOR does not have the authority to act for the RRMT, or to bind RRMT in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the RRMT; and

B. The MEDICAL DIRECTOR has and hereby retains control of and supervision over the performance of MEDICAL DIRECTOR'S obligations hereunder and control over any persons employed by the MEDICAL DIRECTOR for performing the Services hereunder; and

C. The MEDICAL DIRECTOR will not combine its business operations in any way with the RRMT's business operations and each party shall maintain their operations as separate and distinct.

13.00 THE MEDICAL DIRECTOR RESPONSIBILITIES

In addition to al other obligations contained herein, the MEDICAL DIRECTOR agree:

A. To proceed with diligence and promptness and hereby warrant that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the TOWN; and

B. To comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to EMR or MEDICAL DIRECTOR as employer.

14.00 GENERAL PROVISIONS

A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication from or to the MEDICAL DIRECTOR or RRMT, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

MEDICAL DIRECTOR	Rapid Response Medical Transportation, LLC 555 Sawgrass Corporate Parkway Sunrise, Florida 33325 (954) 998-1017

Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

B. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

C. Attorney's Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.

D. Assignment of Work. The work and services required of the MEDICAL DIRECTOR are personal and shall not be assigned, sublet or transferred without the RRMT's prior written consent.

[Signatures to follow on next page]

WITNESS THE DUE EXECUTION HEREOF.

By: _____
Steve Pontijoy - CEO
RAPID RESPONSE MEDICAL
TRANSPORT, LLC

Date: _____

By: _____

MEDICAL DIRECTOR

Date: _____

Notary Public State of Florida
Donna Carrara
My Commission #H 351122
Expires 10/22/2021

In accordance with the Rules of the Florida Department of Health,Chapter 401, Florida Statutes and Florida Administrative Code 64J-1.004, the MEDICAL DIRECTOR shall be appointed as Emergency Medical Services ("EMS") Medical Director for the RRMT and shall provide medical supervision of RRMT and assure the provision of quality emergency and non-emergent medical care throughout the State of Florida pursuant to service agreements secured/awarded to RRMT. The MEDICAL DIRECTOR shall develop and enforce patient care policies and medical procedures and shall modify system design and regularly evaluate operations through an established Continuous Quality Improvement ("CQI")program to ensure that pre-hospital and/or EMS providers meet or exceed the standard of care in all patient encounters.

The MEDICAL DIRECTOR shall have the power to limit the activities of those under the MEDICAL DIRECTOR'S supervision that deviate from the established clinical standards of care or do not meet training standards pursuant to appropriate rules and regulations established by the MEDICAL DIRECTOR and RRMT. Additional responsibilities of the MEDICAL DIRECTOR shall include, but not be limited to, involvement with the design, operation, evaluation and ongoing revision of the EMS system(s) including, without limitation, initial patient access, dispatch, pre-hospital care and delivery to the emergency department. The means utilized by the MEDICAL DIRECTOR to direct pre-hospital emergency care may include, but are not limited to, off-line and on-line medical direction using prospective, concurrent and/or retrospective methods.

Off-Line (Prospective and Retrospective) Medical Direction

Off-line medical direction is the administrative promulgation and enforcement of accepted standards of pre-hospital care. Off-line medical direction can be accomplished through both prospective and retrospective methods. Prospective methods include, but are not limited to, training, testing and certification of providers; protocol development; operational policy and procedures development; and legislative activities. Retrospective activities include, but are not limited to, medical audit and review of care, direction of remedial education, and limitation of patient care functions if needed.

On-Line (Concurrent) Medical Direction

On-line medical direction is the medical direction provided directly to pre-hospital providers by the Medical Director or designee either on-scene or by direct voice communication. Ultimate authority and responsibility for concurrent medical direction rests with the Medical Director.

Role of the EMS Medical Director

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

The Medical Director will have authority over all clinical and patient care aspects of the EMS system or service, with the specific duties and responsibilities dictated by RRMT's requirements.

Qualifications

To optimize medical direction of RRMT's pre-hospital emergency medical services, the service shall be managed by a Medical Director who meets the following minimum qualifications:

1. Possess a license to practice medicine in the State of Florida;
2. Possess a valid DEA Certification of Registration,
3. Possess Board Certification or board eligibility in Emergency Medicine, OR in Family Medicine/Internal Medicine with extensive work experience in Emergency Department,
4. Possess a valid State of Florida Drivers License;
5. Be familiar with the design and operation of pre-hospital EMS systems;
6. Experience or training in the pre-hospital emergency care of the acutely ill or injured patient;
7. Experience or training in medical direction of pre-hospital emergency units;
8. Active participation in the management of the acutely ill or injured patient;
9. Experience or training in the instruction of pre-hospital personnel;
10. Experience or training in the EMS quality improvement process;
11. Knowledge of Florida EMS laws and regulations;
12. Knowledge of Florida EMS dispatch and communications;
13. Knowledge of local mass casualty and disaster plans;
14. Evidence of high ethical standards and no conflicts of interest;
15. Not be restricted from participating, or otherwise limited by, State Medicaid and Federal Medicare programs;
16. Possess valid State and Federal, including DEA, credentials pursuant to which RRMT can obtain and administer controlled substances, including narcotics.

Responsibilities

The MEDICAL DIRECTOR's responsibilities for RRMT's prehospital emergency medical services shall include, but are not limited to, the following minimum responsibilities:

1. Serve as a patient advocate in the RRMT-run EMS (emergency and non-emergent transport) system;
2. Set and ensure compliance with patient care standards, including but not limited to communications standards and dispatch and medical protocols;
3. Develop and implement protocols and standing orders under which the pre-hospital care provider functions;
4. Develop and implement the process for the provision of concurrent medical direction;
5. Ensure the appropriateness of initial qualifications of pre-hospital personnel involved in patient care and dispatch;

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

6. Ensure that the qualifications of pre-hospital personnel involved in patient care and dispatch are maintained on an ongoing basis through education, testing, and credentialing,
7. Develop and implement an effective quality improvement program for continuous system and patient care improvement;
8. Promote EMS research,
9. Act as liaison between the medical community (emergency departments, physicians, pre-hospital providers, and nurses) and particularly receiving hospitals/facilities and the RRMT;
10. Interact with regional, state and local EMS authorities to ensure that standards, needs and requirements are met and resource utilization is optimized.
11. Arrange for coordination of activities such as mutual aid, disaster planning and management, and hazardous materials response;
12. Promulgate public education and information on the prevention of emergencies.
13. Maintain knowledge levels appropriate for an EMS Medical Director through continued education;
14. Develop and recommend patient care and triage criteria and protocols for the EMS system; including, but not limited to the following: (i) Circumstances under which transport or non-transport of a patient might occur; (ii) Level of care and transport to be used in pre-hospital/emergency care; and (iii) Patient destination;
15. Define the scope of on-line medical commands that may be received by RRMT EMS personnel from physicians at receiving hospitals;
16. Provide on-line and off-line consultation with RRMT's EMTs, paramedics or supervisors when requested;
17. Advise RRMT and make appropriate recommendations regarding equipment and staffing needs to further facilitate and enhance pre-hospital/medical transport care of patients;
18. Provide medical recommendations to RRMT in the development and implementation of continuing education programs;
19. Review and recommend continuing education course materials to ensure medical content is appropriate;
20. Regularly participate in the provision of continuing education to Emergency Medical Technicians and Emergency Medical Technician Paramedics;
21. Review quality assurance programs, including periodic review of paramedics' written reports, run reviews, and other records, as the Medical Director deems necessary to promote quality patient care;
22. Provide medical recommendations to the RRMT Communications regarding the dispatch of EMS calls;
23. Serve as RRMT's representative at the local town/municipal meeting, or before credentialing bodies;
24. Meet regularly with RRMT's Quality Assurance Coordinator and the RRMT's Chief Executive Officer or Chief Operating Officer;
25. Advise RRMT on clinical risk management issues;
26. Interact with the State and local EMS community on behalf of RRMT;

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

27. Make appropriate recommendations to RRMT regarding remedial training or education, where warranted, pending review and evaluation of medical treatment by an Emergency Medical Technician (EMT) or Paramedic;
28. Make recommendations concerning the curriculum for EMTs and Paramedics based on the RRMT's needs;
29. Provide 24-hour availability for emergency consultations to RRMT EMTs and Paramedics
30. Make recommendations for ongoing efforts to enhance care by RRMT's EMTs and Paramedics;
31. Comply with the State and local laws and regulations governing the receipt, handling, and use of controlled substances by EMS agencies;

Authority for Medical Direction

Unless otherwise defined or limited by state or RRMT requirements, the Medical Director shall have authority over all clinical and patient care aspects of the EMS system including, but not limited to, the following:

1. Recommend certification, recertification and decertification of pre-hospital and EMS transport personnel to the appropriate certifying agency;
2. Establish, implement, revise and authorize system-wide protocols, policies and procedures for all patient care activities from dispatch through triage, treatment and transport;
3. Establish criteria for determining patient destination,
4. Ensure the competency of personnel who provide concurrent medical direction to pre-hospital and EMS transport personnel including, but not limited to, EMTs and paramedics;
5. Establish the procedures or protocols under which non-transport of patients may occur;
6. Require education to the level of proficiency approved for EMT's, Paramedics and EMS Dispatchers;
7. Implement and supervise an effective quality improvement program. The Medical Director shall have access to all relevant records needed to accomplish this task;
8. Remove a provider from medical care duties for due cause, using an appropriate review and appeals mechanism;
9. Set or approve hiring standards for personnel involved in patient care; and
10. Set or approve standards for equipment used in patient care.

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

Compensation:

RRMT agrees to pay the MEDICAL DIRECTOR a fee of ($ 30,000.00) per annum for the performance of such Services as are more specifically set forth above. This fee includes, but is not limited to, MEDICAL DIRECTOR's time associated with performance of the Services associated with this Agreement.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the MEDICAL DIRECTOR or the entity listed on the IRS Form W-9 provided by the MEDICAL DIRECTOR and be mailed to at.

Name: Geraldo Bandel M.D
Address: 7838 Kirby Thompson Rd.
City/State/Zip: Labelle, FL. 33935

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

1. RRMT and the MEDICAL DIRECTOR shall carry out their obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-19 1 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F — Administrative Simplifications, Sections 261, et seq., as amended (HIPPA), to protect the privacy of any personally identifiable protected health information (PHI) that is collected, processed or learned as a result of the Billing Service provided hereunder. In conformity therewith, RRMT and the MEDICAL DIRECTOR agree that they will:
   a. Not use or further disclose PHI except as permitted under this Agreement or required by law;
   b. Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement;
   c. Report any use or disclosure of PHI not provided for by this Agreement of which RRMT and/or the MEDICAL DIRECTOR becomes aware,
   d. Incorporate any amendments to PHI when notified to do so by RRMT,
   e. Provide an accounting of all uses or disclosures of PHI made by the MEDICAL DIRECTOR or RRMT as required under the HIPAA privacy rule within thirty (30) days; and
   f. At the expiration or termination of this Agreement, return or destroy all PHI received from, or created or received by the MEDICAL DIRECTOR on behalf of the RRMT, and if return is not feasible, the protections of this Agreement will extend to such PHI and these obligations shall survive the expiration or termination of this Agreement.

2. The specific uses and disclosures of PHI that may be made by the MEDICAL DIRECTOR on behalf of the RRMT include:
   a. Quality Assurance oversight;
   b. Research;
   c. As needed for processing complaints; and
   d. Other uses or disclosures of PHI as permitted by HIPAA privacy rule.

3. Notwithstanding any other provision of the Agreement, this Agreement may be terminated by the RRMT, in its sole discretion, if the RRMT determines that the MEDICAL DIRECTOR has violated a term or provision of this Agreement pertaining to RRMT's obligations under the HIPAA privacy rule, or if the MEDICAL Director engages in conduct which would, if committed by RRMT, result in a violation of the HIPAA privacy rule by RRMT.

THIS EXHIBIT IS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES AND MUST BE INCLUDED WITH ANY AND ALL COPIES OF THE AGREEMENT.

(Initials) RRMT: S.P Medical Director: G.B.

STATE OF FLORIDA AC#
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

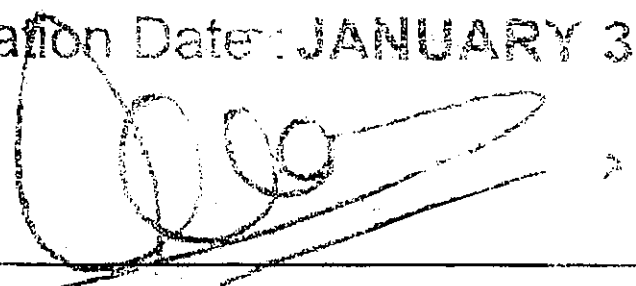
DATE	LICENSE NO	CONTROL NO.
12/17/2021	ME 79654	775941

THE MEDICAL DOCTOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: JANUARY 31, 2024

GERALDO BANDEL, M.D



LICENSEE SIGNATURE

Florida HEALTH Department of Health

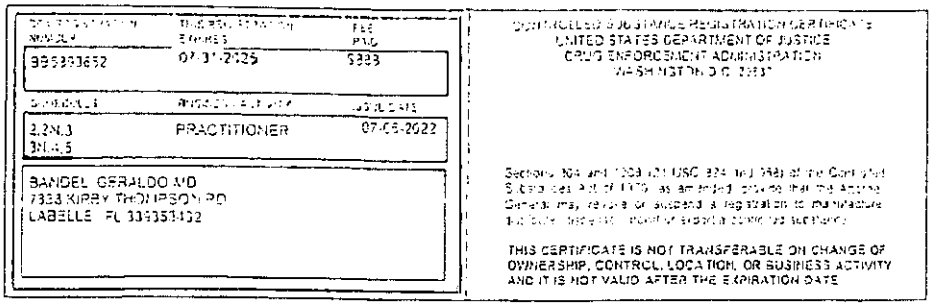
GERALDO BANDEL M.D

License Number: ME79654

Data As Of 4/28/2024

Profession	Medical Doctor
License	ME79654
License Status	CLEAR/Active
License Expiration Date	1/31/2026
License Original Issue Date	01/24/2000
Address of Record	524 W. Sagamore Avenue CLEWISTON, FL 33440
Controlled Substance Prescriber (for the Treatment of Chronic Non-malignant Pain)	No
Discipline on File	No
Public Complaint	No

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.



DEA REGISTRATION NUMBER	BUSINESS ACTIVITY EXPIRES	FEE PAID
BB5893652	07-31-2025	$333

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	07-06-2022

BANDEL GERALDO MD
7838 KIRBY THOMPSON RD
LABELLE FL 339353492

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D C 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture distribute dispense import or export a controlled substance

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND IT IS NOT VALID AFTER THE EXPIRATION DATE

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D C 20537

DEA REGISTRATION NUMBER	BUSINESS ACTIVITY EXPIRES	FEE PAID
BB5893652	07-31-2025	$333

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	PRACTITIONER	07-06-2022

BANDEL, GERALDO MD
7838 KIRBY THOMPSON RD
LABELLE, FL 339353492

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture distribute dispense import or export a controlled substance

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY AND IT IS NOT VALID AFTER THE EXPIRATION DATE

FORM DEA 223 (9/2016)

Rapid Response Ambulance
863-978-1200
info@rrmtambulance.com

Attachment # 15

Our ambulance service maintains the vehicles and equipment in strict adherence to all applicable safety regulations and manufacturer's recommendations. We operate a comprehensive preventative maintenance program, ensuring that all assets undergo regular inspections and servicing to proactively identify and resolve any potential issues. Additionally, our operators undergo rigorous training on the safe operation and maintenance of the specific vehicles and equipment they utilize, ensuring optimal performance and adherence to safety standards at all times.

Our fleet undergoes routine maintenance checks conducted by certified technicians to identify and address any potential issues promptly. This proactive approach helps prevent breakdowns and ensures that our vehicles remain in peak operating condition at all times.

Furthermore, we invest in state-of-the-art equipment and technologies to equip our ambulances with the necessary tools to deliver high-quality patient care. From advanced life support equipment to cutting-edge communication systems, we prioritize the provision of reliable and efficient resources to our team.

In summary, the vehicles and equipment provided by our service are meticulously maintained and regularly inspected to uphold the highest standards of safety, reliability, and performance. We are committed to ensuring that our fleet remains in excellent condition to effectively serve the needs of the community.



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Attachment # 16

In evaluating the adequacy of our management plan, we prioritize transparency, efficiency, and responsiveness to meet the needs of our community and ensure the seamless delivery of emergency medical services.

Rapid Response Ambulance Services operates 24/7, 365 days a year, providing reliable transportation services to our communities. We take pride in our commitment to excellence, demonstrated by our impeccable track record of never having failed a state inspection. While we currently do not have a station in Hardee County, we do have a base in nearby Highlands County.

Our crews are equipped with state-of-the-art technology, including First Net radio devices and Samsung tablets, to facilitate effective communication and access to critical information in the field. Dispatching requests for our services is seamless. with our dedicated dispatch phone number at 863-978-1200.

Furthermore, we maintain meticulous records of all operations, which are stored in a secure computer data system for seven years. These records can be promptly provided upon request, ensuring transparency and accountability in our operations.

Our management plan encompasses a comprehensive framework that outlines our organizational structure, operational procedures, and protocols for effectively managing requests for our services. Key components of our management plan include

1. **Organizational Structure**: We have established clear lines of authority and communication within our organization, ensuring efficient coordination and decision-making processes. Our management team comprises experienced professionals who oversee various aspects of our operations, including dispatch, vehicle maintenance, personnel management, and financial administration.
2. **Operational Procedures**: We have developed detailed procedures for receiving and responding to requests for our services Our dispatch center operates 24/7, equipped with state-of-the-art technology to facilitate prompt and accurate handling of emergency calls. Our dispatchers are trained to assess the urgency of each request and dispatch the appropriate resources in a timely manner.
3. **Training and Education**: We prioritize ongoing training and education for our staff to ensure they are equipped with the knowledge and skills necessary to fulfill their roles effectively. This includes training on emergency medical procedures, communication protocols, and customer service standards.
4. **Quality Assurance and Improvement**: We have implemented mechanisms for monitoring and evaluating our performance to identify areas for improvement continually. This includes conducting regular audits, collecting feedback from stakeholders, and analyzing data to measure key performance indicators.
5. **Community Engagement**: We actively engage with the community to solicit feedback, address concerns, and educate residents on our services and capabilities. We maintain open lines of communication with local authorities, healthcare providers, and other stakeholders to foster collaboration and mutual support.

In summary, our management plan is designed to ensure the efficient and effective delivery of emergency medical services in response to requests from the community. We are committed to upholding the highest standards of professionalism, accountability, and responsiveness in fulfilling our mission to safeguard public health and safety.

Rapid Response Ambulance

863-978-1200

info@rrmtambulance.com

Attachment #17

To Whom It May Concern,

This letter serves as verification that Rapid Response Ambulance maintains a drug-free workplace policy. As an employer committed to promoting a safe and healthy work environment, we have established and implemented policies and procedures aimed at preventing the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on our premises or during working hours. Our drug-free workplace policy includes, but is not limited to, the following provisions:

1. Prohibition of Drug Use: Employees are strictly prohibited from using, possessing, or being under the influence of illegal drugs, including but not limited to marijuana, cocaine, heroin, methamphetamine, an unauthorized prescription drugs, while on duty or on company premises.
2. Random Testing: Employees may be subject to random drug testing throughout their employment to ensure compliance with the drug-free workplace policy.
3. Reasonable Suspicion Testing: If there is reasonable suspicion that an employee is under the influence o drugs or alcohol while on duty, they may be required to undergo testing.
4. Consequences of Violations: Violation of the drug-free workplace policy may result in disciplinary actio up to and including termination of employment, as outlined in our Employee Handbook.
5. Confidentiality: All drug test results and related information will be kept confidential to the extent permitted by law.



Rapid Response Ambulance

863-978-1200
info@rrmtambulance.com

Rapid Response Ambulance is dedicated to fostering a secure, healthy, and efficient work environment. In line with this dedication, the company upholds a firm stance on maintaining a workplace free from drugs and alcohol. Being under the influence of alcohol, illegal substances (as categorized by federal, state, or local laws), or any other impairing agents during work hours poses significant health and safety hazards to individuals, and such conduct will not be tolerated.

Prohibited Conduct

The company explicitly prohibits employees from engaging in the following activities while on duty, conducting company business, or on company premises (whether actively working or not):

1. Use, misuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
2. Possession, sale, purchase, transfer, or transport of any illegal or unauthorized drugs, including prescription medication not prescribed to the individual, or related paraphernalia.
3. Unlawful use or abuse of prescription drugs.

While some state laws have legalized marijuana for medical and/or recreational use, it remains illegal under federal law. The company does not discriminate against employees based solely on their lawful off-duty use of marijuana. However, employees may not consume or be under the influence of marijuana while on duty or at work. Individuals with valid prescriptions for medical marijuana should refer to the company's Disability Accommodation policy for further guidance.

This policy does not prohibit the appropriate use of over-the-counter or legally prescribed medication, provided it does not impair job performance or safety, either for the individual or others. If an employee takes such medication to address a disability, they must inform their supervisor if they believe it may affect their job performance, safety, that of others, or if they require reasonable accommodations before reporting to work while under the influence of said medication.

Violations

Violation of this policy may result in disciplinary measures, including termination of employment.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN MANAGEMENT INFORMATION FORM

Name of service: Rapid Response Medical Transportation LLC,

Website www.rrmtambulance.com

Hardee County business address:
2914 Kenilworth Blvd

City and Zip Code: Sebring 33870

Headquarters business address:
555 Sawgrass Corporate Pkwy

City and Zip Code: Sunrise 33325

Dispatch telephone number: (863) 978-1200

Management Contact Information

Name: Steve Portnov

24-hour contact number: (954)272-8119

Name: Alex Torres

24-hour contact number: (954)998-1027

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: Rapid Response Medical Transportation LLC, DBA. Rapid Response EMS

Business Address: 555 Sawgrass Corporate Pkwy

City and Zip Code: Sunrise, FL 33325 Business Phone Number: (863)978-1200

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: [illegible]

Manufacturer: [illegible] Year/Model: [illegible]

Vehicle Identification Number: [illegible]

Mileage: [illegible] Color Scheme: [illegible], Blue Stripe
(Attach photograph of vehicle)

Unit Number: [illegible] License Plate Number: MIL 79[illegible]

[illegible]
Signature

COO
Title

June 1, 2025
Date


AMBULANCE
RAPID
RESPONSE
204

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: Rapid Response Medical Transportation LLC, DBA. Rapid Response EMS

Business Address: 555 Sawgrass Corporate Pkwy

City and Zip Code: Sunrise, FL 33325 Business Phone Number: (863)978-1200

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS - 23563 BLS - 4190

Manufacturer: Dodge Year/Model: 2019 Ram 4500

Vehicle Identification Number: 1FDXE4AS2KDC35204

Mileage: 30,691 Color Scheme: White Blue Trim

(Attach photograph of vehicle)

Unit Number: 191 License Plate Number: HL 6714

Signature Title June 1, 2025 Date


RAPID
RESPONSE
AMBULANCE
111

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: Rapid Response Medical Transportation LLC, DBA. Rapid Response EMS

Business Address: 555 Sawgrass Corporate Pkwy

City and Zip Code: Sunrise, FL 33325 Business Phone Number: (863)978-1200

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: A-[illegible] [illegible]

Manufacturer: [illegible] Year/Model: 2016/Ford

Vehicle Identification Number: [illegible]

Mileage: [illegible] Color Scheme: White, Blue, [illegible]
(Attach photograph of vehicle)

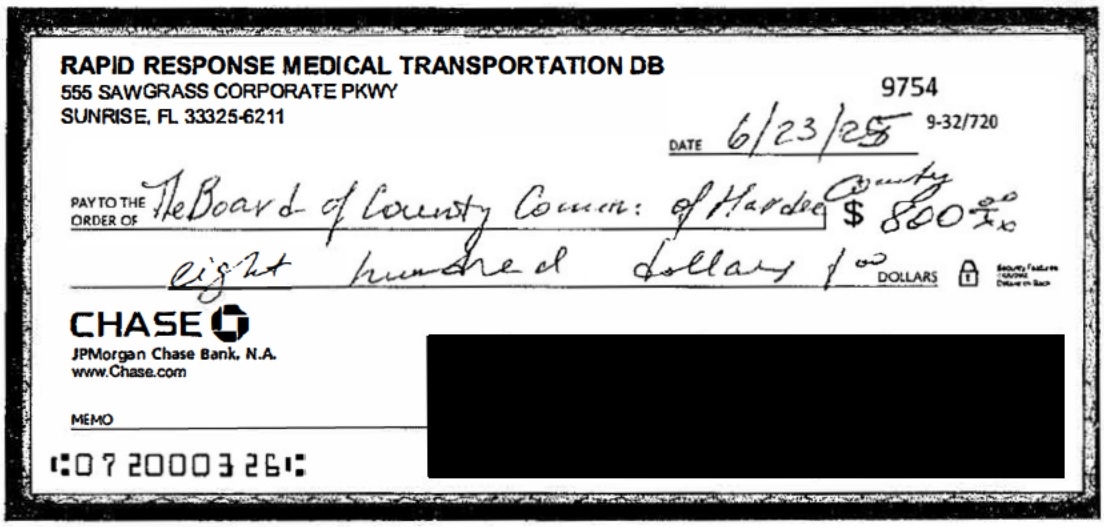
Unit Number: [illegible] License Plate Number: [illegible]

[illegible]
Signature

[illegible]
Title

June 1, 2025
Date


AMBULANCE
RAPID
RESPONSE
206



RAPID RESPONSE MEDICAL TRANSPORTATION DB
555 SAWGRASS CORPORATE PKWY
SUNRISE, FL 33325-6211

9754

DATE 6/23/25

9-32/720

PAY TO THE ORDER OF The Board of County Comm: of Hardee County $ 800 00/100

eight hundred Dollars and 00/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO

[redacted]

⑆072000326⑆

RESOLUTION NO. 2025-71

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR RAPID RESPONSE MEDICAL TRANSPORT, LLC TO PROVIDE NON-EMERGENCY TRANSPORTATION SERVICES FOR INTERFACILITY TRANSFERS; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 410.25, Florida Statutes, provides for licensure by the State of Florida Department of Health (the "FDOH") for entities providing basic life support or advanced life support transportation services; and

WHEREAS, a certificate of public convenience and necessity is required from the county in which the transportation services will occur as a condition of obtaining licensure by the FDOH; and

WHEREAS, Hardee County (the "County") has previously approved a certificate for medical transportation services in Resolution No. 2023-41, and finds that a need has been generated for authorization of Rapid Response Medical Transportation, LLC ("Rapid Response") to provide non-emergency transportation services and does not appear to adversely impact or affect the operations of the County's Emergency Medical Services; and

WHEREAS, Rapid Response has agreed to ensure that the medical transportation services will comply with all statutory requirements including those provided for in Chapter 401, Florida Statutes; and

WHEREAS, the BOCC find it to be in the best interests of the County to approve the certificate of public convenience and necessity for Rapid Response as provided for herein and in the attached Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners:

Section 1. **Recital.** The above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Certification.** The issuance of a Certificate of Public Convenience and Necessity for Rapid Response Medical Transportation ("Rapid Response") for the provision of advanced and basic life support non-emergency transportation services is hereby authorized pursuant to the following:

A. The provision of basic or advanced life support service for the purpose of non-emergency, inter-facility transfers for Hardee County.
B. This is not intended to grant an exclusive franchise to Rapid Response or to establish a contractual relationship between the Hardee County and Rapid Response.
C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, Rapid Response shall provide assistance to Hardee County for the health, safety, and welfare of the residents of Hardee County. There shall be no obligation to reimburse or otherwise be obligated for payment to Rapid Response for services rendered.
D. This Certificate of Public Convenience and Necessity issued pursuant to this Resolution shall be effective upon issuance and shall have an initial term not to exceed one (1) year

unless the state license issued to Rapid Response expires or is otherwise revoked or suspended.

Section 3. **Approval.** The Chairman of the Hardee County Board of County Commissioners is authorized and directed to execute any forms or documents in furtherance of this Resolution in substantially the same form, the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. **Severability.** The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this _____ day of _____, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: _____
Russell A. Melendy, Chair

(SEAL)

ATTEST:

By: _____
Ex-Officio Clerk to the Board
of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

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

WHEREAS, Rapid Response Medical Transportation, LLC., is requesting to provide Basic and Advanced Life Support transfer services to the citizens of Hardee County; and

WHEREAS, there has been demonstrated that there is a need for Rapid Response Medical Transportation, LLC., to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, Rapid Response Medical Transportation, LLC., will comply with all the requirements of Florida Statutes 401, the Florida Administrative Code 64J and any other state or federal agencies regulating Advanced Life Support ambulance service, The Board of County Commissioners of Hardee County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support services effective August 21, 2025. This Certificate of Public Convenience and Necessity issued to Resolution number 2025-71 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to Rapid Response Medical Transportation, LLC. expires or is otherwise revoked or suspended.

_____
Victoria L. Rogers, Ex-Officio Clerk
To the Board of County Commissioners

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: August 21, 2025

SUBMITTED BY: Brandy Crawford, Grants Management Department

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control grant for FY2025-26, in the amount of $69,587.50, authorizing matching funds in an amount not to exceed $9,546.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

SUGGESTED ACTION:

ATTACHMENTS:
Memo - Amended MC Work Plan 25-26.pdf
2-Amended-DETAILED WORK PLAN BUDGET FY 25_26.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: MC Amended Work Plan

Date: August 21, 2025

The Hardee County Grants Management Department has received notification of an increase in funding allocated to the Fiscal Year 2025-26 Mosquito Control Program.

The initial work plan, totaling $65,509.76, was approved by the Hardee County Board of County Commissioners (BOCC) on June 19, 2025. The total revised funding request is now in an amount not to exceed $79,133.62. Please note that the required cash match amount remains unchanged ($9,546.12).

If awarded, these additional funds will be utilized by the Hardee County Health Department in support of its ongoing Mosquito Control Program.

Staff requests approval to accept the amended Mosquito Control Work Plan.

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25
ENDING SEPTEMBER 30, 20 26

PREPARED BY: Nikki Atchley / Kevin King

DATE: 8/14/2025

APPROVED BY:
FDACS Mosquito Control Program Representative

DATE:

COUNTY or DISTRICT HARDEE

APPROVED BY:
Chairman of the Board, or Clerk of Circuit Court

DATE:

ACCOUNT	TITLE		RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE		PROGRAM ELEMENTS
	RECEIPTS								
311	Ad Valorem (Current/Delinquent)								
	Bocc - Hardee				$ 5,385.00				
	City of Bowling Green				$ 745.20				
	City of Wauchula				$ 2,779.71				
	Town of Zolfo Springs				$ 636.21				
334.1	State Grant								
						$ 69,587.50			
362	Equipment Rentals								
337	Grants and Donations								
361	Interest Earnings								
364	Equipment and/or Other Sales								
369	Misc./Refunds (prior yr expenditures)								
380	Other Sources								
389	Loans								
TOTAL RECEIPTS				$ -	$ 9,546.12	$ 69,587.50	$ -		
BEGINNING FUND BALANCE					$ -	$ -			
TOTAL BUDGETARY RECEIPTS AND BALANCES				**$ -**	**$ 9,546.12**	**$ 69,587.50**	**$ -**		

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25	PREPARED BY: Nikki Atchley / Kevin King
DATE:	ENDING SEPTEMBER 30, 20 26	DATE: 8/14/2025
APPROVED BY: FDACS Mosquito Control Program Representative	COUNTY or DISTRICT HARDEE	APPROVED BY: Chairman of the Board, or Clerk of Circuit Court
DATE:		DATE:

PAGE 2 OF 4

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	TO BE PAID FROM GENERAL EXPENSE	TO BE PAID FROM CAPITAL	PROGRAM ELEMENTS
	EXPENDITURES								
10	Personal Services								
	Salaries			$ 1,200.00		$ 1,200.00			
20	Personal Services Benefits								
30	Operating Expense								
	Contractural Services / Clarke Mosquito Control			$ 75,233.62	$ 9,546.12	$ 65,687.50			
40	Travel & Per Diem								
41	Communication Serv								
	Phone / email			$ 200.00		$ 200.00			
42	Freight Services								
43	Utility Service								
44	Rentals & Leases								
45	Insurance								
46	Repairs & Maintenance								
47	Printing and Binding								
48	Promotional Activities								
	Outreach			$ 200.00		$ 200.00			
49	Other Charges								
	Educataion			$ 500.00		$ 500.00			
51	Office Supplies								
	General office supplies			$ 200.00		$ 200.00			
52.1	Gasoline/Oil/Lube								
52.2	Chemicals								

	Page 3 of 4													
52.3	Protective Clothing													
52.4	Misc. Supplies													
	Surveillance supplies			$ 1,600.00		$ 1,600.00								
52.5	Tools & Implements													
54	Publications & Dues													
55	Training													
60	Capital Outlay													
71	Principal													
72	Interest													
81	Aids to Government Agencies													
83	Other Grants and Aids													
89	Contingency (Current Year)													
99	Payment of Prior Year Accounts													
				$ 79,133.62	$ 9,546.12	$ 69,587.50								
Other	Please Select Other Accounting Code													
Other	Please Select Other Accounting Code													
Other	Please Select Other Accounting Code													

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:	FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25	PREPARED BY: Nikki Atchley / Kevin King
DATE:	ENDING SEPTEMBER 30, 20 26	DATE: 7/30/2025
APPROVED BY: FDACS Mosquito Control Program Representative	COUNTY or DISTRICT HARDEE	APPROVED BY: Chairman of the Board, or Clerk of Circuit Court
DATE:		DATE:

PAGE 4 OF 4

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM				PROGRAM ELEMENTS					
					LOCAL	STATE	GENERAL EXPENSE	CAPITAL						
	RESERVES													
0.001	Reserves - Future Capital Outlay													
0.002	Reserves - Self-Insurance													
0.003	Reserves - Cash Balance to be Carried Forward													
0.004	Reserves - Sick and Annual Leave Trans Out													

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the updated Hardee County State Housing Initiatives Program (SHIP) Contractor List as submitted.

SUGGESTED ACTION:

ATTACHMENTS:
Contractor Approved List 2025 MEMO.pdf
ContractorList-Pending Approved 2025.docx

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Tapanga Arana, Grants Coordinator

Subject: SHIP Approved Contractor List

Date: August 21, 2025

The Hardee County Grants Management department is requesting to add the following contractors to the Hardee County State Housing Initiatives Program Approved Contractor List:

Quest Construction and Property Management LLC
License Number: CGC1516583
Services Provided: General Contracting

A1 Safari Glass
License Number: SCC131161430
Services Provided: Glass and Glazing Contractor

Both contractors have submitted all necessary documentation and meet the qualifications required under the SHIP program guidelines.

Staff requests approval for both Contractors.

HARDEE COUNTY HOUSING PROGRAM
CONTRACTORS and SERVICES
BCC approved April 18, 2024

NAME ADDRESS	LOCALLY CERTIFIED MINORITY STATUS	COMP CARD (IF APPLICABLE)	LICENSE #	CONTACT INFORMATION
BUILDING CONTRACTORS				
Eagle Building Contractors LLC David Lee Spain 16 Alabama Lane Auburndale, Florida 33823			CBC1251533	T-863-965-0804 F-863-967-8020 dspainebc@aol.com
EMBR Construction & Development, Inc. Emerson Jones / Brent Driskell P.O. Box 2456 Wauchula, FL 33873			20-3149413	T-863-781-0713 F-863-773-0833 bdriskell@earthlink.net
Harris Construction Services, LLC. P.O Box 5881 Lakeland, Florida 33807			CBC1265302	T:863-812-3146 Email: jimmy.harrisconstruction@outlook.com
Benjamin R. Hash Benjamin R. Hash P.O. Box 1265 Wauchula, Florida 33873		109	RB-0050520 CB-C059824	T-863-735-1304 781-2178 Benny T-863-773-9294 F-863-773-2696 hashplumbing49@gmail.com
Impeccable Construction, Inc. Terry Lamy 122 E. Main Street #284 Lakeland, Florida 33801			CGC1513564	Terry- 863-445-1895 Wardell- 863-860-7752 ZIM92@HOTMAIL.COM – (Terry)
Intercoastal Builders + Roofers Inc. Dustin & Vivian Skitka 1137 Steve Roberts Special Zolfo Springs, Florida 33890				T- 863-735-1900 F- 855-301-8667 vivian@intercoastalsteel.com
James Jernigan Construction James Jernigan P. O. Box 1455 Wauchula, Florida 33873			CRC058224	T-863-781-2183 F-863-773-0790 jernj25@hotmail.com
Juana Development INC. DBA Rhino Construction PO BOX 1703 Wauchula, Florida 33873				T-863-832-3214 sergio@homesbyrhino.com
E.O. Koch Construction Co P.O. Box 1965 / 3404 Office Park Rd. Sebring, Florida 33872			CB-C058444	T-863-385-8649 F-863-385-9396 C-863-381-5021 admin@eokoch,.com (Nettie) aaron@eokoch.com 863-381-4306
Lonestar Construction Oscar Ortiz 1230 Kelly Ct. Wauchula, Florida 33873			CGC1523737	T-863-773-4779 C-863-781-6104 LCC1776@yahoo.com
J.G. Parker Enterprises, Inc. Joseph G. Parker Jr. 39604 French Road Lady Lake, Florida, 32159			CRC1329403	T-352-551-4916 jgparker4@embarqmail.com
TMJ Construction Services LLC			CBC1253629	T863-581-4873

NAME ADDRESS	MIN STATUS	COMP CARD (IF APPLICABLE)	LICENSE #	CONTACT INFORMATION
James Burt P.O. Box 1097 Bartow, Florida 33831				F863-582-9416 tmjconstruction@rocketmail.com burttmj@gmail.com
Top Notch Construction of Central FL Travis Maldonado 255 Soggy Bottom Lane Wauchula, Florida 33873			CBC1259495	T-863-781-2607 Travis F-863-773-9733 topnotchconst@hotmail.com admin@topnotchfl.com ismail@topnotchfl.com 448-3896
Jerry Walters Construction, Inc. 25316 Celmar Street Brooksville, Florida 34601	Yes WBE Affidavit 02.03.2015		CCC1325517	T-352-544-0223 jerrywaltersconstructioninc@gmail.com
Weatherproofing Technologies, Inc. 602 Harbor Blvd. Unit 204 Destin, Florida 32541			CGC1522684	T-407-221-0539 T-863-441-0671 F-321-249-0558 jranck@Tremconic.com
C. L. Wilson Construction Charlton Lyle Wilson 3330 S. Dahlia Dr. Lake Placid, Florida 33852			CRC 13294444	T-863-441-0671 clwilsonconstruction@live.com
Hash Plumbing, Inc. Benny Hash and Rebecca Stephens P.O. Box 1265 Wauchula, Florida 33873			RF11067178	T-863-773-9294 F-863-773-2696 hashplumbing49@gmail.com
Quest Construction and Property Management LLC 2811 N. State Road 17 Sebring, FL 33870			CGC1516583	T-863-273-9995
ELECTRICIANS				
Alan's Electric Lang, Joseph Alan 1000 Knollwood Circle Wauchula, Florida 33873		017	ER-0013470	T-863-773-9012 Joseph59lang@yahoo.com
Sam Albritton Electrical Albritton, Sam P.O. Box 2262 Wauchula, Florida 33873		150	EC13002737	T-863-767-0313 C-781-0377 (Sam) F-863-773-0763 4albrittons@gmail.com
ENVIRONMENTAL SPECIALIST				
Angie Brewer and Associates L.C. Mark A. Brewer 9080 58th Drive East Suite 200 Bradenton, Florida 34202				T-941-756-5800 spm@angiebrewer.com
HAZARDOUS WASTE INSPECTORS				
American Management Resources Corp. Brake, Perry P.O. Box 142653 Gainesville, Florida 32614			FL02-112003-2444	T-352-495-8266 F-452-732-9785 C-352-318-2381 PerryB@amrc-environmental.com
HEAT & AIR				
Branca Air Conditioning, Inc. Branca, Frank R., Jr. 3300 Turkey Trail Avon Park, Florida 33825			CA C051502	T-863-767-1887 F-863-453-5795 C-863-443-1516
INSULATION				
Heartland Insulation & Acoustics 2905 SR 17 North			CBC1260205	T-863-402-8234 F-863-314-8538

NAME ADDRESS	MIN STATUS	COMP CARD (IF APPLICABLE)	LICENSE #	CONTACT INFORMATION
Sebring, Florida 33870				heartlandinsulation@gmail.com
MISCELLANEOUS				
A1 Safari Glass 300 N. Florida Avenue Wauchula, Florida 33873			SCC131161430	T-863-773-3434
Beyond Home Inspections, LLC 705 Oleander Dr. SE Winter Haven, Florida 33880				T-863-595-7858 beyondhomeoffice@gmail.com
E. Paul Bowers Architectural Design & Plans 5021 Caseview Drive St Cloud, Florida 34771				863-835-0497 epbowers56@gmail.com
Cox Pest Control Paul Cox PO Box 71 Arcadia, Florida 34265				T-1-800-673-3291 T-863-773-5911 F-863-494-2286 C-863-990-7518 (Marlin)
Siver Engineering Services 3037 Cedora Terrace Sebring, Florida 33870				T-863-235-0239 richardsiver@hotmail.com
NON-PROFIT ORGANIZATION				
Apostolic Christian World Relief - ACWR 1107 Madonna Dr Quincy, Illinois 62301				T-219-261-3200 F-219-261-3280 skirkler@aspen-grp.com
Centro Campesino Farmworker Center 35801 SW 186 Ave Florida City, Florida 33034				T-305-245-7738 F-305-247-2619
Mennonite Disaster Service 583 Airport Road Lititz, Pennsylvania 17543				T-717-735-3536
Send Me Missions, INC. 303 West Main Street Suite #3 Wauchula, Florid 33873				T 863-800-9654 Email: smm@sendmemissions.com
PLUMBERS				
Hash Plumbing, Inc. Rebecca Stephens P.O. Box 1265 Wauchula, Florida 33873			CFC1428999	T-863-773-9294 F-863-773-2696 hashplumbing@embarqmail.com
Heflin Plumbing Inc. 100 S Lanier Ave. Fort Meade Florida 33841			CFC041728	863-781-7432 heflinplbg@yahoo.com
ROOFERS				
JSC Roofing P.O. Box 275 Wauchula, Florida 33873			CCC1326802	T-863-781-1236 jacksee56@yahoo.com
Ledgewood Roofing & Construction LLC 27775 NW 49th Ave, Suite 205 Ocala, Florida 34482			CRC1330847	T-239-900-1285 ledgewoodroofing@gmail.com
Len's Roofing, Inc. Lenworth Dacas 311 8th St. East			CCC058143	T-941-896-7897 T-941-201-5218 Info.@lensroofing.com

NAME ADDRESS	MIN STATUS	COMP CARD (IF APPLICABLE)	LICENSE #	CONTACT INFORMATION
Bradenton, Florida 34208				
David J. Marley Roofing Contractor, Inc. P. O. Box 1933 2212 Hartman Road Avon Park, Florida 33826			CCC1328931	T-863-452-1208 marleydroofing@gmail.com
Myers Roof Repair LLC. 3218 Hart Road Wauchula, Florida 33873			CCC054745	T-863735-0356 F-863-735-0353 Peggymyers17@embargmail.com
Robert E. White II INC 4831 White Spruce St. Sebring, Florida 33870			CCC1326346	T-863-385-0774 F-863-382-1911 rew4831@gmail.com
SEPTIC SYSTEMS				
Hash Plumbing, Inc. Benny Hash and Rebecca Stephens P.O. Box 1265 Wauchula, Florida 33873			RF11067178	T-863-773-9294 F-863-773-2696 hashplumbing49@gmail.com
SURVEYORS				
Heartland Surveying 4142 Crewsville Rd. Zolfo Springs, Florida 33890				T-863-781-2092 Email: heartlandsurveyingllc@gmail.com
Sherco, Inc. Robert Schuler 16 N. Lake Ave Avon Park, Florida 33825			LS2930	T-863-453-4113 F863-453-4122 admin@shercosurveying.com
WELLS/WATER SYSTEM				
Ray Newberry Well Drilling Ray Newberry 2058 NE Diamond K. Street Arcadia, Florida 34266			2881	T-863-494-6548 F-863-494-2603 Raynewberrywelldrilling87@yahoo.com
Ullrich's Pitcher Pump 409 Goolsby Street Wauchula, Florida 33873				T-863-773-6448 F-863-494-2603 F-863-773-2339 Custmerservice@ullrichwater.com

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Building Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the renewal agreement between the County and the City of Bowling Green for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

SUGGESTED ACTION:

ATTACHMENTS:
Interlocal Agreement Revised Memo.pdf
COBG Interlocal Agreement - Building Inspector (002)(881054.1)(887913.2).docx

Hardee County
FLORIDA

BUILDING DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Guadalupe Flores, Office Manager

Subject: Interlocal Agreement for the City of Bowling Green

Date: 08/14/2025

The City of Bowling Green's interlocal agreement for building official services has expired and requires renewal to ensure the Hardee County Building Department can continue providing these essential services. The agreement supports the enforcement of building codes and standards, safeguarding the safety, integrity, and compliance of construction within the City.
To maintain uninterrupted service and uphold our commitment to public safety and regulatory compliance, we recommend renewing the agreement for an additional three-year term.

INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY, FLORIDA AND THE CITY OF BOWLING GREEN, FLORIDA, FOR THE PROVISION OF BUILDING CODE ENFORCEMENT, PERMITTING AND INSPECTION SERVICES, AND UNSAFE OR DILAPIDATED BUILDING ABATEMENT INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT, made and entered into this __day of _____, 2025, by and between Hardee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Bowling Green, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, Section 125.0101, Florida Statutes (2024), authorizes counties to enter into agreements with other units of government for the provision of essential municipal services; and

WHEREAS, COUNTY now provides building and zoning enforcement, permitting and inspection services, and unsafe building abatement inspection services, in the unincorporated sections of COUNTY, and has the necessary personnel to carry out the responsibilities of building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services; and

WHEREAS, CITY desires to delegate building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services, to COUNTY; and

WHEREAS, COUNTY is willing to provide such building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement services, for CITY; and

WHEREAS, it is to the mutual benefit of COUNTY and CITY for the COUNTY to provide building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services, for the CITY; and

WHEREAS, COUNTY and CITY have the authority to enter into this Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (2024).

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the CITY and COUNTY do hereby agree that:

1. Purpose: This Interlocal Agreement between the CITY and the COUNTY is made in accordance with Section 163.01, Florida Statutes (2024), known as the Florida Interlocal Cooperation Act of 1969. The purpose of this Interlocal Agreement is to provide for building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services in the CITY, which is located in the COUNTY.

2. Building Department and Official: The COUNTY agrees to be the Building Department for the CITY as the authority having jurisdiction as the local enforcing agency to administer, enforce,

and ensure compliance with the Florida Building Code using its staff, including engaged third-party contractors, of Florida licensed Building Inspectors, Plans Examiners, and Building Code Administrator.

a. Responsibilities of the CITY - Building Code Services: As conditions precedent to COUNTY's obligations under this lnterlocal Agreement the CITY has adopted, pursuant to Section 553.73, Florida Statutes (2024), the Florida Building Code, pertaining to structural, electrical, energy, plumbing, mechanical and gas systems, and the Hardee County Construction Industry Licensing Ordinance, Ordinance 87-09. The CITY further agrees to adopt all subsequent revisions, amendments, and/or additions to all building codes and fire prevention codes adopted by the COUNTY. The CITY shall be responsible for reviewing all applications for development within the CITY for consistency with its Comprehensive Plan and Land Development Regulations. The CITY shall further be responsible for taking all land use and zoning actions required under the CITY's Comprehensive Plan and Land Development Regulations prior to the COUNTY issuing a building permit. The CITY shall be responsible for enforcement of matters related to land use and zoning. The CITY shall provide the COUNTY with a list of those contractors issued a business tax receipt by the CITY prior to the date of this Agreement.

b. Responsibilities of the COUNTY - Building Code Services: Upon completion of the CITY's review of an application for development within the CITY for consistency with CITY's Comprehensive Plan and Land Development Regulations, and completion of all land use and zoning actions required under said Comprehensive Plan and Land Development Regulations, the COUNTY shall review all plans for compliance with current building codes, issue building permits, and provide inspections as provided in the applicable building codes. The COUNTY will supply the forms required for permit application and review. Further, the COUNTY will issue contractor competency licenses for the CITY and coordinate the exchange of information with the CITY's Utility Department. CITY agrees that to the extent COUNTY deems necessary, COUNTY may hire third party contractors to perform the inspection serviced under this Agreement.

c. Responsibilities of the CITY - Unsafe or Dilapidated Building Abatement Services: The CITY shall be responsible for all aspects of the enforcement of the Unsafe or Dilapidated Building Abatement Code, CITY Ordinance Number 2001-05 (Code of Ordinances, Chapter 1, Article II). The CITY Code Enforcement Department or designated enforcement official shall request an inspection by the COUNTY Building Department when the CITY believes that a structure or building may be unsafe or dilapidated. The request shall contain a legal description of the property, a street address, and a copy of the CITY's Unsafe or Dilapidated Building Abatement Complaint Form. The CITY shall be responsible for obtaining lawful authority to enter the premises, and for providing the COUNTY Building Inspector with copies of any photographs that may be taken in order to document conditions. Additional time incurred by COUNTY representative (the County representative shall be the employee or third-party provider as designated by the County to perform the requested service) on a specific case for consultations, the giving of testimony, or other activities above-and-beyond conducting the inspection and preparation of the final inspection report, shall be compensated at an hourly rate of the County representative performing the service.

d. Responsibilities of the COUNTY - Unsafe Building or Dilapidated Abatement Services: The COUNTY'S responsibilities are limited to the provision of inspection services pursuant to the Unsafe or Dilapidated Building Abatement Code, CITY

Ordinance Number 2001-05. The COUNTY, within five working days of receiving an inspection request from the CITY, shall schedule and perform an inspection together with the CITY's designated enforcement official, provided the CITY has procured authority for entry on to the premises. The COUNTY, within five working days after the inspection, shall submit to the CITY a brief summary of the conditions found during inspection which render the building or structure unsafe or dilapidated, if any such conditions exist. If requested by the CITY, THE COUNTY shall provide a detailed report itemizing each condition found which renders the structure unsafe. The COUNTY will appear to give testimony as an expert witness during any subsequent administrative or other legal proceeding. CITY agrees that to the extent COUNTY deems necessary, COUNTY may hire third party contractors to perform the inspection services under this Agreement.

3. Permit fees: COUNTY shall set, collect and retain fees for the permitting and inspection services provided for herein. COUNTY shall review the fees on an annual basis and may, at its discretion, adjust the fees based upon such review. The CITY shall collect any development review fees, including any fees assessed pursuant to the CITY's Land Development Code, Article 6 Public Facility Monitoring and Permitting. The CITY and COUNTY agree that any new development, redevelopment shall not be charged twice for the same transportation capacity impacts.

4. Applicable Law: This lnterlocal Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

5. Term of Agreement: The term of this Agreement shall be for three (3) years commencing upon the effective date of this Agreement. This Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto to the other party at least thirty (30) days prior to the date of termination.

6. Severability: In the event that any provision of this lnterlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this lnterlocal Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give *effect* to the intentions of the parties as reflected herein. The other provisions of this lnterlocal Agreement, as modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

7. Waiver: Unless otherwise specifically provided for by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

8. Indemnification:

a. As to any legal action brought by persons or entities who are not a party to this 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 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 Agreement or any future modifications hereof.

b. As to any legal action brought by persons or entities who are not a party to this 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 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 Agreement or any future modifications hereof.

c. These indemnification provisions shall survive this Agreement.

9. Sovereign Immunity: 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 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 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 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.

10. Notices: Notices required by or related to this Interlocal Agreement shall be sent by First Class United States mail, postage prepaid. Notices to the COUNTY shall be sent to County Manager, 412 West Orange Street, Room 203A, Wauchula, Florida 33873, and notices to the CITY shall be sent to: City Manager, 104 Main Street, Bowling Green, Florida.

11. Joint Negotiations. 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.

12. Extent of Interlocal Agreement: This Interlocal Agreement represents the entire and integrated agreement between the COUNTY and the CITY and supersedes all prior negotiations, representations or agreements, either written or oral, pertaining to provision of building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services. This Interlocal Agreement shall supersede the March 26, 2022, Interlocal Agreement between COUNTY and CITY for the provision of building code enforcement, permitting and inspection, and unsafe building abatement inspection services. This Interlocal Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed in like manner as this instrument.

13. Effective Date: This Interlocal Agreement shall be effective upon the filing of a fully executed copy of this Interlocal Agreement with the Clerk of the Circuit Court of Hardee County, Florida, pursuant to Section 163.01, Florida Statutes (2024).

IN WITNESS WHEREOF, this Interlocal Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

ATTEST:

_____
VICTORIA L ROGERS, CLERK

(SEAL)

HARDEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By:_____
RUSSELL A. MELENDY, CHAIRMAN

APPROVED AS TO FORM:

_____
SARAH JOHNSTON
County Attorney

ATTEST:

_____
BONNIE CARRILLO, CITY CLERK

(SEAL)

CITY OF BOWLING GREEN, FLORIDA,
a municipal corporation organized and existing under the laws of the State of Florida

By:_____
SAM FITE, Mayor

APPROVED AS TO FORM:

_____
GERALD BUHR
City Attorney

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Building Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the renewal agreement between the County and the Town of Zolfo Springs for building inspection services in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
SUGGESTED ACTION:	

ATTACHMENTS:
Interlocal Agreements Revised Memo.pdf
INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY ZS Final.docx

Hardee County
FLORIDA

BUILDING DEPARTMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Guadalupe Flores, Office Manager

Subject: Interlocal Agreement for the Town of Zolfo Springs

Date: 08/14/2025

The Town of Zolfo Springs' interlocal agreement for building official services has expired and needs to be renewed so the Hardee County Building Department can continue providing these important services. This agreement helps ensure building projects meet safety codes and regulations, protecting residents and supporting quality development in the Town.

To keep these services in place without interruption, we recommend renewing the agreement for another three-year term.

INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY, FLORIDA AND THE TOWN OF ZOLFO SPRINGS, FLORIDA, FOR THE PROVISION OF BUILDING CODE ENFORCEMENT, PERMITTING AND INSPECTION SERVICES, AND UNSAFE OR DILAPIDATED BUILDING ABATEMENT INSPECTION SERVICES

THIS INTERLOCAL AGREEMENT, made and entered into this __day of _____, 2025, by and between Hardee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Zolfo Springs, Florida, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, Section 125.0101, Florida Statutes (2024), authorizes counties to enter into agreements with other units of government for the provision of essential municipal services; and

WHEREAS, COUNTY now provides building and zoning enforcement, permitting and inspection services, and unsafe building abatement inspection services, in the unincorporated sections of COUNTY, and has the necessary personnel to carry out the responsibilities of building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services; and

WHEREAS, TOWN desires to delegate building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services, to COUNTY; and

WHEREAS, COUNTY is willing to provide such building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement services, for TOWN; and

WHEREAS, it is to the mutual benefit of COUNTY and TOWN for the COUNTY to provide building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services, for the TOWN; and

WHEREAS, COUNTY and TOWN have the authority to enter into this Interlocal Agreement pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (2024).

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the TOWN and COUNTY do hereby agree that:

1. Purpose: This Interlocal Agreement between the TOWN and the COUNTY is made in accordance with Section 163.01, Florida Statutes (2024), known as the Florida Interlocal Cooperation Act of 1969. The purpose of this Interlocal Agreement is to provide for building code enforcement, permitting and inspection services, and unsafe or dilapidated building

abatement inspection services in the TOWN, which is located in the COUNTY.

2. Building Department and Official: The COUNTY agrees to be the Building Department for the TOWN as the authority having jurisdiction as the local enforcing agency to administer, enforce, and ensure compliance with the Florida Building Code using its staff, including engaged third-party contractors, of Florida licensed Building Inspectors, Plans Examiners, and Building Code Administrator.

    a. Responsibilities of the TOWN - Building Code Services: As conditions precedent to COUNTY's obligations under this Interlocal Agreement the TOWN has adopted, pursuant to Section 553.73, Florida Statutes (2024), the Florida Building Code, pertaining to structural, electrical, energy, plumbing, mechanical and gas systems, and the Hardee County Construction Industry Licensing Ordinance, Ordinance 87-09. The TOWN further agrees to adopt all subsequent revisions, amendments, and/or additions to all building codes and fire prevention codes adopted by the COUNTY. The TOWN shall be responsible for reviewing all applications for development within the TOWN for consistency with its Comprehensive Plan and Land Development Regulations. The TOWN shall further be responsible for taking all land use and zoning actions required under the TOWN's Comprehensive Plan and Land Development Regulations prior to the COUNTY issuing a building permit. The TOWN shall be responsible for enforcement of matters related to land use and zoning. The TOWN shall provide the COUNTY with a list of those contractors issued a business tax receipt by the TOWN prior to the date of this Agreement.

    b. Responsibilities of the COUNTY - Building Code Services: Upon completion of the TOWN's review of an application for development within the TOWN for consistency with TOWN's Comprehensive Plan and Land Development Regulations, and completion of all land use and zoning actions required under said Comprehensive Plan and Land Development Regulations, the COUNTY shall review all plans for compliance with current building codes, issue building permits, and provide inspections as provided in the applicable building codes. The COUNTY will supply the forms required for permit application and review. Further, the COUNTY will issue contractor competency licenses for the TOWN and coordinate the exchange of information with the TOWN's Utility Department. TOWN agrees that to the extent COUNTY deems necessary, COUNTY may hire third party contractors to perform the inspection serviced under this Agreement.

    c. Responsibilities of the CITY - Unsafe or Dilapidated Building Abatement Services: The TOWN shall be responsible for all aspects of the enforcement of the Unsafe or Dilapidated Building Abatement Code, TOWN Ordinance Number 2003-06 (Code of Ordinances, Chapter 120. The Town Code Enforcement Department or designated enforcement official shall request an inspection by the COUNTY Building Department when the TOWN believes that a structure or building may be unsafe or dilapidated. The request shall contain a legal description of the property, a street address, and a copy of the TOWN's Unsafe or Dilapidated Building Abatement Complaint Form. The TOWN shall be responsible for obtaining lawful authority to enter the premises, and for providing the COUNTY Building Inspector with copies of any photographs that may be taken in order to document conditions. Additional time incurred by COUNTY representative (the County representative shall be the employee or third-party provider as designated by the County to perform the requested service) on a specific case for consultations, the giving of testimony, or other activities above-and-beyond conducting the inspection and preparation of the final inspection report, shall be compensated at an hourly rate of the County representative performing the service.

d. Responsibilities of the COUNTY - Unsafe Building or Dilapidated Abatement Services: The COUNTY'S responsibilities are limited to the provision of inspection services pursuant to the Unsafe or Dilapidated Building Abatement Code, Town Ordinance Number 2003-06. The COUNTY, within five working days of receiving an inspection request from the TOWN, shall schedule and perform an inspection together with the TOWN's designated enforcement official, provided the TOWN has procured authority for entry on to the premises. The COUNTY, within five working days after the inspection, shall submit to the TOWN a brief summary of the conditions found during inspection which render the building or structure unsafe or dilapidated, if any such conditions exist. If requested by the TOWN, THE COUNTY shall provide a detailed report itemizing each condition found which renders the structure unsafe. The COUNTY will appear to give testimony as an expert witness during any subsequent administrative or other legal proceeding. TOWN agrees that to the extent COUNTY deems necessary, COUNTY may hire third party contractors to perform the inspection services under this Agreement.

3. Permit fees: COUNTY shall set, collect and retain fees for the permitting and inspection services provided for herein. COUNTY shall review the fees on an annual basis and may, at its discretion, adjust the fees based upon such review. The TOWN shall collect any development review fees, including any fees assessed pursuant to the TOWN's Land Development Code, Article 6 Public Facility Monitoring and Permitting. The TOWN and COUNTY agree that any new development, redevelopment shall not be charged twice for the same transportation capacity impacts.

4. Applicable Law: This Interlocal Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

5. Term of Agreement: The term of this Agreement shall be for three (3) years commencing upon the effective date of this Agreement. This Agreement may be terminated at any time by either party hereto through written notice of intent to terminate given by either party hereto to the other party at least thirty (30) days prior to the date of termination.

6. Severability: In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of this Interlocal Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give *effect* to the intentions of the parties as reflected herein. The other provisions of this Interlocal Agreement, as modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

7. Waiver: Unless otherwise specifically provided for by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

8. Indemnification:

    a. As to any legal action brought by persons or entities who are not a party to this Agreement, to the extent permitted by law, the TOWN 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 TOWN arising out of or in any way connected with this Agreement or any future modifications hereof. For acts or omissions caused by the TOWN, the TOWN 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 Agreement or any future modifications hereof.

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

    c. These indemnification provisions shall survive this Agreement.

9. Sovereign Immunity: The County and the Town 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 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 or Town 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 or the Town which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

10. Notices: Notices required by or related to this lnterlocal Agreement shall be sent by First Class United States mail, postage prepaid. Notices to the COUNTY shall be sent to County Manager, 412 West Orange Street, Room 203A, Wauchula, Florida 33873, and notices to the TOWN shall be sent to: TOWN Manager, 104 Fifth Street West, Zoflo Springs, Florida.

11. Joint Negotiations. 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.

12. Extent of Interlocal Agreement: This lnterlocal Agreement represents the entire and integrated agreement between the COUNTY and the TOWN and supersedes all prior negotiations, representations or agreements, either written or oral, pertaining to provision of building code enforcement, permitting and inspection services, and unsafe or dilapidated building abatement inspection services. This lnterlocal Agreement shall supersede the April 18, 2022, lnterlocal Agreement between COUNTY and TOWN for the provision of building code enforcement, permitting and inspection, and unsafe building abatement inspection services.

This Interlocal Agreement may only be amended, supplemented, modified, changed or canceled by a written instrument executed in like manner as this instrument.

13. Effective Date: This Interlocal Agreement shall be effective upon the filing of a fully executed copy of this Interlocal Agreement with the Clerk of the Circuit Court of Hardee County, Florida, pursuant to Section 163.01, Florida Statutes (2024).

IN WITNESS WHEREOF, this Interlocal Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

ATTEST:

_____
VICTORIA L ROGERS, CLERK

(SEAL)

HARDEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By:_____
RUSSELL A. MELENDY, CHAIRMAN

APPROVED AS TO FORM:

_____
SARAH JOHNSTON
County Attorney

ATTEST:

_____
SUSAN WILLIAMSON, CITY CLERK

(SEAL)

TOWN OF ZOLFO SPRINGS, FLORIDA,
a municipal corporation organized and existing under the laws of the State of Florida

By:_____
ROD CANNON, Mayor

APPROVED AS TO FORM:

_____
GERALD BUHR
City Attorney

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: August 21, 2025

SUBMITTED BY: Lindsey Barwick, Clerk of Courts

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the fixed asset transfer as presented.

SUGGESTED ACTION:

ATTACHMENTS:
fleet_memo.pdf
TRANSFER FORM 7.pdf
ASSET #164-A.pdf
ASSET #220-A.pdf

Hardee County FLORIDA

Public Works Division

To: Hardee County BOCC

Through: Misti Flowers, Public Works Operations Manager

From: Diane Moore, Budget Manager

Subject: Asset Transfer

Date: August 6,2025

Good morning,
We are requesting to transfer the following assets:

To another department
164-A—2009 Chevy Silverado—Utilities to Solid Waste
220-A- 2013 Ford F-150 –Utilities to Solid Waste

HARDEE COUNTY PUBLIC WORKS

RICK TAYLOR
Rick.taylor@hardeecountyfl.gov
PUBLIC WORKS DIRECTOR

MISTI FLOWERS
Misti.flowers@hardeecountyfl.gov
PUBLIC WORKS OPERATIONS MANAGER

TRAVIS WILLIAMS
Travis.williams@hardeecountyfl.gov
FACILITIES MANAGER

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
205 Hanchey Road
Wauchula, Fl 33873

PHONE
863-773-3272 (road & bridge)
863-773-6430 (fleet)
863-773-3419 (facilities)

WEBSITE
hardeecountyfl.gov

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts
Email: robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts **Subject:** Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	164-A	2009 CHEVY SILVERADO VIN#1GCEK14X49Z200434	GOOD
2	220-A	2013 FORD F-150 VIN#1FTFW1EFXDFD76915	
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☑ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☐

Other _____

From: UTILITIES _____ Date 8 /5 /20 25
(Department) (Department Head)

To: SOLID WASTE _____ Date 8 /6 /20 25
(Department) (Department Head)

Custody Accepted: _____ Date ___/___/20____

Board approval of transfer date: ___/___/20____



164-A



220-A

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Kathy Crawford, Property Appraiser -** 2025 Tax Roll Overview
SUGGESTED ACTION:	

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: August 21, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Appointment

AGENDA SECTION: **APPOINTMENTS**

SUBJECT: **Mark Lander, Deputy Secretary for County Health Systems -** Department of Health Appointment

SUGGESTED ACTION:

- Motion concurring the appointment of Aaron Kissler as Administrator of the Department of Health in Hardee County.

ATTACHMENTS:

DOH Appointment Letter-Kissler.pdf

August 6, 2025

Russell Melendy, Chairman
Hardee County Board of County Commissioners
412 W Orange Street, Room 103
Wauchula, FL 33873

Dear Chairman Melendy:

The Florida Department of Health requests concurrence from the Hardee County Board of County Commissioners on the appointment of Aaron Kissler as the Administrator of the Florida Department of Health in Hardee County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health works collectively with county government when selecting a new health department administrator.

Mr. Kissler has an excellent and diverse background in all aspects of public health and has demonstrated his ability as a skilled leader. I believe Mr. Kissler will be an asset to the Florida Department of Health and Hardee County as their new health department administrator.

The Florida Department of Health is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Aaron Kissler as the Administrator of the Florida Department of Health in Hardee County. If you or any member of the Hardee County Board of County Commissioners have questions or would like more information regarding Mr. Kissler, please feel free to contact Mark Lander, Deputy Secretary for County Health Systems at 850-245-4243.

I appreciate the support of the Hardee County Board of County Commissioners and the community in selecting the best candidate for the people of Hardee County.

Sincerely,

Joseph A. Ladapo, MD, PhD
State Surgeon General

cc: Terry Atchley, County Manager
Aaron Kissler

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Diane Moore, Budget Manager -** Ordinance 2025-03 - 5th Cent Local Option Tax

SUGGESTED ACTION:

- Motion to approve the first reading of Ordinance 2025-03, An ordinance imposing a five (5) cent local optional fuel tax upon every net gallon of motor fuel sold in Hardee County and taxed under the provisions of Section 206.41 and Section 336.025(1)(b), Florida Statues; providing that the imposition shall be effective for a period of ten (10) years, beginning January 1, 2026; providing distribution, pursuant to the applicable interlocal agreement between Hardee County and municipalities located therein representing a majority of the incorporated area population within the county; providing for severability; and providing for an effective date.

ATTACHMENTS:

Memo 5cent tax-8.14.25.pdf
Ordinance 2025-03 5th Cent Motor Fuel Tax(883200.2).docx
Fifth_Cent_Local_Option_Gas_Tax_ILA_(884247.1).docx
Business Impact Form-5 Cent.docx
Hardee - Distribution Percentages FY 2025.docx

Hardee County FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: 5 Cent Fuel Tax

Date: August 21, 2025

This a public hearing advertised in the 08/14/2025 edition of the Herald Advocate to re-adopt the Local Option 5 Cent Fuel Tax.

The Local Option 5 Cent Fuel Tax was originally adopted in 2005 in accordance with Florida State Statute 206.41 and 363.025 (1)(b). The County is authorized through the statute to levy a tax of 1 to 5 cent on motor fuel only. The authorized use on the tax includes transportation capital expense needed to meet the requirement of an adopted Comp Plan or immediate local transportation problems. Proceeds can be used as a pledge for the payment of bonds. This tax provides the County with a restricted source of revenue that is dedicated to providing capital improvements to the County's Road infrastructure. The current ordinance expires on December 30 ,2025 unless re-adopted.

Currently, the county levies al 5 cents of the additional local option gas tax. The amount of revenues averages about $467k per year. This revenue is collected by the state and distributed to the County and Municipalities on a monthly basis. With the current resolution in force, we have opted to utilize an inter local agreement between the county and municipalities within Hardee County. The distribution rate is determined by the state and was based on the total expenses reported to FDOT by each entity.

Current percentages are as follows:

Hardee County BoCC	89.58%
City of Bowling Green	1.08%
City of Wauchula	8.31%
Town of Zolfo Springs	1.03%

Staff recommends that we continue to use this method of distribution.

ORDINANCE 2025-03

AN ORDINANCE IMPOSING A FIVE (5) CENT LOCAL OPTIONAL FUEL TAX UPON EVERY NET GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY AND TAXED UNDER THE PROVISIONS OF SECTION 206.41 AND SECTION 336.025(1)(b), FLORIDA STATUES; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10)YEARS, BEGINNING JANUARY 1, 2026; PROVIDING DISTRIBUTION, PURSUANT TO THE APPLICABLE INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY AND MUNICIPALITIES LOCATED THEREIN REPRESENTING A MAJORITY OF THE INCORPORATED AREA POPULATION WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes the imposition of an additional local option gas tax, not to exceed five cents, on every gallon of motor fuel sold in the county and taxed under the provisions of Part I Chapter 206, Florida Statues, to be used for transportation expenditures needed to meet the requirements of the capital improvements element of the adopted comprehensive plan; and

WHEREAS, the proceeds of the Five cent fuel tax shall be used solely for transportation expenditures needed to meet the requirements of the capital improvements element of an adopted comprehensive plan or for expenditures needed to meet immediate local transportation problems and for other transportation-related expenditures that are critical for building comprehensive roadway networks by local governments; and

WHEREAS, as authorized by Section 336.025(3)(b)(2), Florida Statutes, the County and the eligible municipalities, representing a majority of the population of the incorporated areas within the County, will execute a new interlocal agreement establishing the method of distributing the proceeds of the Five Cent fuel tax from January 1, 2026, through December 31, 2035, prior to tax levy; and

WHEREAS, the annual transportation expenditures which will be incurred by the County to meet the capital improvements element of its adopted Comprehensive Plan and immediate local transportation problems and expenditures that are critical for building comprehensive roadway networks exceed the annual revenue which will be generated by the local option gas tax; and

WHEREAS, extending the imposition of the local option gas tax is a fair and equitable method of raising the funds required to pay the transportation expenditures needed to meet the capital improvements element of the County's adopted Comprehensive Plan.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, after due notice and public hearing; that:

Section I. Incorporation of recitals. The above stated recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Adopted. This Ordinance is authorized by Section 206.41(1) (e) and 336.025(1)(b), Florida Statutes, on every gallon of motor fuel sold in the county and taxed under the provisions of Part I of Chapter 206, Florida Statutes. This tax imposition shall commence January 1, 2026, and shall be in effect until midnight on December 31, 2035.

Section 3. Distribution. The proceeds of the tax shall be distributed among the County and eligible municipalities based on the transportation expenditures of each and pursuant to the applicable interlocal

agreement, the proceeds of the tax hereby impose and levied shall be divided and distributed pursuant to the applicable Interlocal Agreement by the State of Florida Department of Revenue.

Section 4. Authorized Use. The proceeds of the tax imposed and levied hereby shall be used as provided by Florida Law.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court or competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

Section 6. Conflict. Any ordinance or part thereof in conflict with this Ordinance or any part hereof repealed to the extent of the conflict.

Section 7. Effective Date. This Ordinance shall take effect immediately upon filing with the Department of State.

PASSED ON FIRST READING on the __day of _____, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

INTERLOCAL AGREEMENT
ESTABLISHING AND PROVIDING FOR DIVISION AND DISTRIBUTION OF A LOCAL OPTION GAS TAX (FIFTH CENT) ON EVERY GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY

This Interlocal Agreement ("Agreement") is entered into by and among: HARDEE COUNTY, a political subdivision of the State of Florida ("County"), Bowling Green, Wauchula, and Zolfo Springs, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, as amended, authorizes the County to establish an additional local option gas tax, not to exceed five cents ($0.05) on every gallon of motor fuel sold in the County and taxed under the provisions of Part I Chapter 206, Florida Statutes, to be used solely for transportation related expenditures, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional five-cent ($0.05) local option gas tax expiring December 31, 2025, established by the Board of County Commissioners in Ordinance No. 2015-07 ("Prior Ordinance"), be reestablished, reimposed, and relieved through December 31, 2035, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.

2. **Purpose of Agreement:** The purpose of this Agreement is to establish the additional five-cent ($0.05) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.

3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional five-cent ($0.05) local option gas tax in accordance with the State of Florida distribution rates based on the actual amount of funds expensed on transportation:

   The 2024 State distribution percentages showed a Eighty- Nine and one-half percent (89.5%) to the County, and Ten and one-half percent (10.5%) to the Municipalities.

4. **Term of Agreement:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional five-cent ($0.05) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2025, through and including December 31, 2035, a term of ten (10) years.

5. **Notices:** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

   If to the County
   Terry Atchley, County Manager
   412 West Orange Street, Room 203A
   Wauchula, Florida 33873

   With required copy to:
   Sarah Johnston, City Attorney
   Bryant Miller Olive P.A.
   400 North Tampa St., Suite 1600
   Tampa, FL 33602

   If to Bowling Green
   Pamela Durrance, City Manager
   104 Main Street
   Bowling Green, FL 33834

   If to Wauchula
   Olivia Minshew, City Manager
   126 South 7th Avenue
   Wauchula, FL 33873

   If to Zolfo Springs
   Linda Roberson, Town Manager
   104 5th Street West
   Zolfo Springs, FL 33890

6. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.

7. **Entire Agreement:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

8. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

9. **Mutual Indemnification**: To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective Parties contained within this contract. Excluded from any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Mutual Drafting:** This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.

12. **Authority:** The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.

14. **Electronic Signatures:** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

HARDEE COUNTY

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

CITY OF BOWLING GREEN, through its City Commission, signing by and through its Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

ATTEST:

CITY OF BOWLING GREEN, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CITY OF WAUCHULA, through its City Commission, signing by and through its Mayor, authorized to execute the same by Board action on the _____ day of _____, 20_____.

ATTEST:

CITY OF WAUCHULA, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

_____
CITY ATTORNEY

TOWN OF ZOLFO SPRINGS, through its Town Commission, signing by and through its Mayor, authorized to execute the same by Board action on the _____ day of _____ , 20_____.

ATTEST:

TOWN OF ZOLFO SPRINGS, a municipal corporation

By: _____
CITY CLERK

By: _____
TOWN MAYOR

APPROVED AS TO FORM:

_____
TOWN ATTORNEY

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 2025-03
AN ORDINANCE IMPOSING A FIVE (5) CENT LOCAL OPTIONAL FUEL TAX UPON EVERY NET GALLON OF MOTOR FUEL SOLD IN HARDEE COUNTY AND TAXED UNDER THE PROVISIONS OF SECTION 206.41 AND SECTION 336.025(1)(B), FLORIDA STATUTES; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE FOR A PERIOD OF TEN (10) YEARS, BEGINNING JANUARY 1, 2026; PROVIDING DISTRIBUTION, PURSUANT TO THE APPLICABLE INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY AND MUNICIPALITIES LOCATED THEREIN REPRESENTING A MAJORITY OF THE INCORPORATED AREA POPULATION WITHIN THE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the local government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida

Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the County;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

The proposed ordinance imposes a five (5) cent local option fuel tax on every net gallon of motor fuel sold in Hardee County, as authorized by Sections 206.41 and 336.025(1)(b), Florida Statutes. The revenue generated from this fuel tax is intended to support transportation-related expenditures within the County, including roadway maintenance, infrastructure improvements, and other transportation needs, which are integral components of the County's budget.

Because the ordinance establishes a revenue source that will directly contribute to funding essential governmental functions and services, it qualifies under the exception provided in section 125.66(3), Florida Statutes, for ordinances that relate to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget. As such, this ordinance is considered a budget-related measure, and a business impact estimate is not required.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (what steps did the County take to answer A, B, and C?):

Florida Department of Revenue
General Tax Administration

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

Date: August 11, 2025

Hardee County BOCC
Diane Moore
Budget and Finance Director
Office of Management & Budget
412 West Orange Street, Room 204
Wauchula, Florida 33873

Ms. Moore:

The Florida Department of Revenue uses the distribution percentages provided by the county to distribute the regular local option and new local option gas tax revenues among the county government and all eligible municipalities within the county per s.336.025, F.S.

Below are the distribution method(s) and percentages the Department has on file for your county for regular and Local option gas Taxes.

Description	Ord. From	Ord. To
Ord. 2015-07	1/1/2016	12/31/2025

County / City	Category	Sub Category	Percentage %	% Eff. From	% Eff. To	Method
HARDEE COUNTY BOCC	New Local Option Gas 336.025(1)(b) f.s.	5 Cents	89.5800	1/1/2016	12/31/2025	Transporation Expenditures
CITY OF BOWLING GREEN	New Local Option Gas 336.025(1)(b) f.s.	5 Cents	1.0800	1/1/2016	12/31/2025	Transporation Expenditures
CITY OF WAUCHULA	New Local Option Gas 336.025(1)(b) f.s.	5 Cents	8.3100	1/1/2016	12/31/2025	Transporation Expenditures
TOWN OF ZOLFO SPRINGS	New Local Option Gas 336.025(1)(b) f.s.	5 Cents	1.0300	1/1/2016	12/31/2025	Transporation Expenditures
HARDEE COUNTY BOCC UN-INCORPORATED AREA	New Local Option Gas 336.025(1)(b) f.s.	5 Cents	0.0000	1/1/2016	12/31/2025	Transporation Expenditures
			100.0000			

Description	Ord. From	Ord. To
Ord. 18-05	1/1/2019	12/31/2028

County / City	Category	Sub Category	Percentage %	% Eff. From	% Eff. To	Method
HARDEE COUNTY BOCC	Reg Local Option Gas 336.025(1)(a)f.s.	6 Cents	86.0000	1/1/2019	12/31/2028	Interlocal Agreement
CITY OF BOWLING GREEN	Reg Local Option Gas 336.025(1)(a)f.s.	6 Cents	3.5200	1/1/2019	12/31/2028	Interlocal Agreement
CITY OF WAUCHULA	Reg Local Option Gas 336.025(1)(a)f.s.	6 Cents	7.2200	1/1/2019	12/31/2028	Interlocal Agreement
TOWN OF ZOLFO SPRINGS	Reg Local Option Gas 336.025(1)(a)f.s.	6 Cents	3.2600	1/1/2019	12/31/2028	Interlocal Agreement
HARDEE COUNTY BOCC UN-INCORPORATED AREA	Reg Local Option Gas 336.025(1)(a)f.s.	6 Cents	0.0000	1/1/2019	12/31/2028	Interlocal Agreement
			100.0000			

If the county intends to provide updated percentages for the above referenced ordinances effective to date, the percentages must be provided by October 1, 2025.

Updated percentages or electronic copies of an ordinance may be scanned and emailed to FDORFuelDistribution@floridarevenue.com. Certified copies must be mailed to:

Florida Department of Revenue
Attn: Katie Russell, Revenue Accounting
P.O. Box 6609
Tallahassee, FL 32314-6609

Upon receipt of new percentages, the Department will reply with an Acknowledgement letter confirming the update.

☐ The county intends to update the distribution percentages for the ordinance number _____

☐ An authorized county representative has reviewed the fuel tax distribution percentages, method, and effective dates as per s.336.025, F.S, and agrees with the above percentages.

Signature: _____ Print Name: _____

Title: _____ Date: _____

County: _____
--
If there are any questions or need additional information, please contact Kimberly Roland, or email FDORFuelDistribution@floridarevenue.com

Sincerely,

Kimberly Roland
850-717-7333

AGENDA ITEM NO. 12.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Alisa Lee, Tax Collector & Kathy Crawford, Property Appraiser -** Resolution 2025-69 - 2025 Tax Roll Extension
SUGGESTED ACTION:	- Motion to approve Resolution 2025-69, A Resolution of Hardee County, Florida, providing for the extension of the 2025 tax roll pursuant to Sections 197.323 and 193.122, Florida Statues; and providing for an effective date.

ATTACHMENTS:

Resolution 2025-69 - 2025 Roll Extension.docx

HARDEE COUNTY
RESOLUTION 2025-69

A RESOLUTION OF HARDEE COUNTY, FLORIDA, PROVIDING FOR THE EXTENSION OF THE 2025 TAX ROLL PURSUANT TO SECTIONS 197.323 AND 193.122, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 197.323, Florida Statutes, the Board of County Commissioners may, upon request by the Tax Collector and by majority vote, order the roll to be extended prior to completion of Value Adjustment Board hearings, if completion thereof would otherwise be the only cause for delay in the issuance of tax notices beyond November 1; and

WHEREAS, Section 193.122, Florida Statutes sets forth provisions for the certification of the roll and directs the value adjustment board to certify each assessment roll upon order of the Board of County Commissioners; and

WHEREAS, the completion of the Hardee County Value Adjustment Board hearings for 2025 tax year will delay issuance of tax notices beyond November 1; and

WHEREAS, a delay in the issuance of tax notices may result in a disruption to the operations of Hardee County Taxing Authorities.

NOW THEREFORE, BE IT RESOLVED that pursuant to the provisions of Section 197.323, Florida Statutes and Section 193.122 the Board of County Commissioners, by majority vote, orders the 2025 roll to be extended prior to the completion of the Value Adjustment Board hearings and certified by the Value Adjustment Board.

DULY PASSED AND ADOPTED this 21st day of August, 2025.

_____
RUSSELL A. MELENDY, CHAIRMAN

ATTEST:

_____
VICTORIA L ROGERS
EX OFFICIO CLERK TO THE BOARD

AGENDA ITEM NO. 12.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Law Enforcement Salary Assistance (LESA) Grant Award
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Florida Department of Law Enforcement, Law Enforcement Salary Assistance grant award for Hardee County Sheriff's Office in an amount not to exceed $513,744; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:
LESA Memo 8-21-25.pdf
LG013 FY25-26 LESA Contract.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Law Enforcement Salary Assistance (LESA)

Date: August 21, 2025

The Hardee County Grants Management division has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Law Enforcement for the Law Enforcement Salary Assistance for Fiscally Constrained Counties Award for fiscal year 2025-2026 funding.

The total funds received is for an amount not to exceed $513,744.00. A cash match of $0.00 is required.

These funds will be utilized to provide salary assistance to correctional officers and deputy sheriffs for the Hardee County Sheriff's Office.

Staff requests approval of grant agreement.

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Hardee County Board of County Commissioners

AWARD AGREEMENT

Award Number:	LG013
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Period:	07/01/2025 – 06/30/2026
Awarded Funds:	$513,744.00
FLAIR Vendor ID:	596000632
CSFA Catalog Number:	71.067

THIS AWARD AGREEMENT is entered into by and between the Florida Department of Law Enforcement ("FDLE" or "Department") and Hardee County Board of County Commissioners ("Recipient") on behalf of Hardee County Sheriff's Office ("Recipient's Sheriff"). The Department and the Recipient and/or Recipient's Sheriff are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in the Agreement; and

WHEREAS, the Department has available funds resulting from a single, non-recurring appropriation in The General Appropriations Act, 2025 Legislature, Section 4, Specific Appropriation 1177, Grants and Aids-Special Projects, intended to provide funding to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the Recipient's Sheriff; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The 2025-2026 General Appropriations Act (GAA) contains the following proviso language and provides information on the legislative intent for the use of these funds:

> "From the funds in Specific Appropriation 1177, $25,906,784 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The Recipient has been allocated $513,744.00 in funding for this purpose for fiscal year 2025-2026.

This award is subject to the terms and conditions outlined in the following sections of the Agreement.

Section I: Scope of Work
Section II: Reconciliation of Funds
Section III: Reporting Requirements
Section IV: Payments
Section V: Deliverables
Section VI: Administration
Section VII: Award Signatures
Section VIII: Audit Requirements for Awards of State and Federal Financial Assistance
Section IX: Standard Terms and Conditions

Section I: Scope of Work

This state financial assistance award will be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Recipient Responsibilities:

1. The Recipient, through the Recipient's Sheriff, shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.
2. The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.
3. The Recipient shall establish policies and procedures to track disbursements received from the Department and salaries and benefits paid out to deputy sheriffs and correctional officers during the project period, in accordance with generally accepted accounting principles. The portion of salaries and benefits paid using award funds must be tracked separately from other salary dollars.
4. The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.
5. The Recipient and/or Recipient's Sheriff shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the project period. Copies of supporting documentation must be provided to the Department Grant Manager upon request. Supporting documentation may include but is not limited to: timesheets, paystubs, payroll reports, and general ledgers.
6. The Recipient and/or the Recipient's Sheriff shall provide all of the reports required by **Section III** by the specified deadlines.

Section II: Reconciliation of Funds

The final Quarterly Payroll Certification (QPC) for the previous award year (7/1/2024 – 6/30/2025) is due to the Department by July 15, 2025, in accordance with the previous year's award agreement. The Department will utilize the previous year's reports to reconcile the total amount of state funds received vs. the total amount of state funds expended during the previous award year. No payments shall be issued under this agreement until the reconciliation process is complete.

Any amount of state funds received by the Recipient that was not utilized to increase the salaries of deputy sheriffs and/or correctional officers must be refunded to the Department. The Recipient will be notified in writing if a refund is owed. Refunds must be provided to the Department within 30 days of receipt of the written notification, and no payments shall be issued under this agreement until the refund has been received.

If the reconciliation process determines no refund is owed, the previous year's award shall be closed and the initial payment for this award year shall be initiated by the Department, provided the initial reports required by **Section III** have been submitted.

Section III: Reporting Requirements

The Recipient and/or Recipient's Sheriff shall be responsible for providing the following reports and/or documents by the deadlines specified below.

1. Prior to the initial distribution of funding: the Recipient and/or Recipient's Sheriff must provide to the Department:
    a) A copy of this signed Agreement;
    b) A Spending Plan detailing how salary increases funded by this Agreement shall be distributed to deputy sheriffs and/or correctional officers; and
    c) If not already on file with the Department: a copy of the Recipient's approved Local

Operating Budget for 2024-2025, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

2. No later than October 6, 2025: the Recipient and/or the Recipient's Sheriff must provide a report to the Florida Sheriff's Association detailing how funds were distributed to deputy sheriffs and/or correctional officers during the previous award year (7/1/2024 – 6/30/2025). Funding owed under this agreement shall be withheld by the Department until the Department receives confirmation of receipt from the Florida Sheriff's Association.
3. By November 1, 2025: the Recipient and/or the Recipient's Sheriff shall provide a copy of the Recipient's approved Local Operating Budget for 2025-2026, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries. Funding owed under this agreement shall be withheld by the Department until this document is received.
4. No later than 15 days after the end of each quarter: the Recipient and/or the Recipient's Sheriff shall submit a Budget Tracking Period in AmpliFund with a copy of the Quarterly Payroll Certification (QPC) report attached. A copy of the QPC report template shall be provided to the Recipient upon execution of the Agreement. Instructions for submitting Budget Tracking Periods in AmpliFund will be provided to the Recipient upon execution of the agreement.

   The reporting schedule for this award is summarized in the table below. All payments owed under the terms if this award agreement shall be withheld by the Department until the specified reports have been received.

Due Date	Reports Due	QPC Reporting Period
7/15/2025	QPC – submit via email	4/1/2025– 6/30/2025
10/6/2025	Funding summary to FSA – submit via email	
10/15/2025	QPC – submit via AmpliFund	7/1/2025– 9/30/2025
11/1/2025	Approved budget for new fiscal year – submit via email	
1/15/2026	QPC – submit via AmpliFund	10/1/2025– 12/31/2025
4/15/2026	QPC – submit via AmpliFund	1/1/2026– 3/31/2026
7/15/2026	QPC – submit via AmpliFund	4/1/2026– 6/30/2026

Section IV: Payments

The Department will disburse funds to the Recipient in the form of four equal, quarterly cash advances. The Department shall initiate payment of the cash advance upon receipt of the QPC for the previous quarter, provided no other documentation required by **Section III** is outstanding.

Quarter	Quarterly Advance
Q1	$128,436.00
Q2	$128,436.00
Q3	$128,436.00
Q4	$128,436.00
Total	**$513,744.00**

The State of Florida's and the Department's performance and obligation to pay under the Agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution All expenditures must be incurred during the term of the project period. The Department's determination of acceptable expenditures shall be conclusive. Expenditures of state financial assistance shall be compliant with laws, rules and regulations specified in §943.361, Florida Statutes.

If the Recipient fails to provide services as outlined in the Agreement, additional distributions of funds will be withheld. Future funding under this program may also be jeopardized. In the event the Recipient ceases the provision of correctional services during the contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs will be compared

to the distributions to date, and any state funds disbursed in excess of eligible funds expended must be refunded to the Department no later than July 31, 2026.

Section V: Deliverables

Deliverable:	The Recipient will use funding provided by this award to increase salaries for deputy sheriffs and correctional officers under their employment.
Minimum Performance Criteria:	Documentation required for payment includes a Quarterly Payroll Certification for the most recently completed quarter, attesting to the amount of state funds paid to each deputy sheriff and/or correctional officer during that quarter.
Financial Consequences:	Failure to provide the required documentation will result in the withholding of payment.
Deliverable Price:	Total payments for this deliverable will not exceed $513,744.00

Section VI: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Lorie Ayers
Title: General Services Director
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: 863-773-6349
Email: lorie.ayers@hardeecountyfl.gov

Recipient Chief Official

Name: Russell Melendy
Title: Commissioner Chair
Address: 412 West Orange Street, Room 103
Wauchula, FL 33873
Phone: 863-773-9430
Email: russell.melendy@hardeecountyfl.gov

Recipient Chief Financial Officer

Name: Diane Moore
Title: Budget Manager
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: 863-773-3199
Email: diane.moore@hardeecountyfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Angela Ferrara
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1253
Email: AngelaFerrara@fdle.state.fl.us

Section VII: Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in the Agreement, have read and understand the Agreement in its entirety and have executed the Agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Hardee County Board of County Commissioners

Signature: _____

Typed Name and Title: Russell A. Melendy, Commissioner Chair

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Section VIII: Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

   a. The Department at the following email address:

      Electronic copy:
      OCJGSFA@fdle.state.fl.us

   b. The Auditor General's Office at each of the following addresses:

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

      and

      Paper (hard copy):
      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

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

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

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number	71.067
Award Number	LG013
Award Amount	$513,744.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award LG013 are outlined in the award agreement.

Section IX: Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I : GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. Conflict of Interest: This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Office of Open Government, Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.
e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

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

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection G, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

AGENDA ITEM NO. 12.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Central Florida Behavioral Health Network, Inc. Fiscal Year 2025/26 Funding
SUGGESTED ACTION:	- Motion to approve the agreement the County and the Central Florida Behavioral Health Network, Inc. for Florida Opioid Settlement Funding in an amount not to exceed $59,747; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

CFBHN Memo.pdf

Hardee County BOCC PL300 FY 25-26 Purchase Agreement for Review and Signature.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: CFBHN Opioid Agreement

Date: August 21, 2025

The Hardee County Grants Management department has received a purchase agreement of behalf of the Hardee County BOCC and Central Florida Behavioral Health Network for the Florida Opioid Allocation for fiscal year 2025-2026 funding.

The total funds to be received is an amount not to exceed $59,747.00. A cash match of $0 is required.

The funds will be utilized for opioid related treatment, recovery and prevention and recovery support services and abatement strategies.

Staff recommends approval.

Purchase Agreement #PL300

Between

Central Florida Behavioral Health Network, Inc.

And

Hardee County Board of County Commissioners

THIS AGREEMENT "Agreement" is entered into by and between CENTRAL FLORIDA BEHAVIORAL HEALTH NETWORK, INC., hereinafter referred to as the "Managing Entity" and HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "Contractor", (Managing Entity and Contractor shall be jointly referred to herein as the "Parties").

FOR AND IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. General Description

The Department of Children and Families (DCF) requires that CFBHN enter into agreements with non-qualified counties under the Florida Opioid Allocation and Statewide Response Agreement, executed November 15, 2021.

Per DCF, "According to the Florida Opioid Allocation and Statewide Response Agreement between Local Governments and the Office of the Attorney General, opioid settlement funds may only be used for approved purposes, which include, but are not limited to, all of the opioid- related prevention, treatment, and recovery support services and opioid abatement strategies listed in Schedule A (Core Strategies) and Schedule B (Approved Uses) from Florida Opioid Allocation and Statewide Response Agreement. Local Governments may choose from the approved uses in Schedule B, but priority must be given to the core strategies in Schedule A."

The Florida Opioid Allocation and Statewide Response Agreement, along with the accompanying schedules, can be found on the following website: https://nationalopioidsettlement.com/states/florida/.

2. Scope of Work

The Contractor shall use the non-qualified funding for approved purchases as outlined in **Section 1**. The Contractor shall use the Florida Opioid Implementation and Financial Reporting System (FOIFRS) as the platform for submitting Implementation Plans, Financial Reports, and service records. This system can be accessed through the following website: www.FloridaOpioidSettlement.com.

3. Method of Payment

a. This is a fixed price Agreement totaling **$59,747.00**, subject to the availability of funding, as outlined below. The Managing Entity will pay the Contractor up to the prorated share of the current State Fiscal Year's allocation. This prorated amount is contingent upon available funds from DCF.

State Fiscal Year	Current Fiscal Year Only (Non-Recurring)	Carry Forward Funding	Total Value of Agreement
2025-2026	$59,747.00	$0	**$59,747.00**
2026-2027	$0	$0	**$0**
2027-2028	$0	$0	**$0**
2028-2029	$0	$0	**$0**
2029-2030	$0	$0	**$0**
Total	**$59,747.00**	**$0**	**$59,747.00**

b. The Managing Entity shall reduce or withhold funds pursuant to Rule 65-29.001, F.A.C., if the Contractor fails to comply with the terms of the Agreement.

c. The Contractor shall request payment through the Carisk Portal based on the due dates listed in the chart below:

Month	Due Date
July 2025	8/11/2025
August 2025	9/10/2025
September 2025	10/10/2025
October 2025	11/10/2025
November 2025	12/10/2025
December 2025	1/9/2026
January 2026	2/10/2026
February 2026	3/10/2026
March 2026	4/10/2026
April 2026	5/11/2026
May 2026	6/10/2026
June 2026	7/10/2026

d. The Managing Entity may require any other information from the Contractor that it deems necessary to verify performance and/or purchases made of the Contractor under the Purchase Agreement.

e. The Managing Entity reserves the right to request supporting documentation at any time after the invoice has been submitted.

4. Contract Deliverables

a. Receipt of Opioid Settlement funds is an express acknowledgement of the obligation to report data on services funded by the Settlement. Recipients shall provide data to the Department of Children and Families (Department) through the Opioid Data Management System (ODMS) as prescribed by the Department. Opioid Settlement funding is contingent upon satisfactory data reporting.

b. For non-qualified funding, the Contractor shall submit the following items to DCF and copy the Managing Entity on them.

i. Confirmation that 837 Files have been submitted by the service provider;

ii. Quarterly Financial Reporting;

iii. Annual Implementation Plans; and

iv. Any capital purchase requests and DCF responses.

c. All deliverables and related tasks must be completed 100% as specified. Failure to satisfactorily complete or submit a deliverable in the time and manner specified may result in a corrective action plan, withholding of payment, or issuance of financial sanctions or penalties.

5. Vendor Information

a. **ANNUAL APPROPRIATIONS:** Managing Entity's obligation to pay under this contract is contingent upon annual appropriation by the legislature.

b. **BACKGROUND SCREENING:** The Contractor shall comply with the staffing qualifications and requirements (including background screening), required by this Agreement and as required by applicable law, rule, or regulations, including without limitation, the regulations of the Department.

The Contractor shall comply with the provisions of s. 448.095(5), F.S. The Contractor will use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the Contractor's subcontractors' employees performing under this Agreement.

Mental Health: The Contractor shall provide employment screening for all mental health personnel and all chief executive officers, directors, and chief financial officers of Contractor using the standards for Level

II screening set forth in Chapter 435, and Section 408.809 Florida Statutes (F.S.), except as otherwise specified in Sections 394.4572(1)(b)-(c), F.S. For the purposes of this Agreement, "mental health personnel" includes all program directors, professional clinicians, staff members, clubhouse staff, drop-in center staff, and volunteers working in public or private mental health programs and facilities who have direct contact with individuals held for examination or admitted for mental health treatment, or who have access to client funds, personal property, or living areas. In addition, employment screening described in this paragraph may include a local criminal records check conducted through a local law enforcement agency.

Substance Abuse: The Contractor shall ensure compliance with background screening in accordance with Section 397.4073, F.S. This statute requires employment screening for:

i. Owners, directors, chief financial officers, and clinical supervisors of service providers.

ii. All service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled.

iii. All peer specialists who have direct contact with individuals receiving services are screened in accordance with Section 397.417(4), F.S.

Individuals subject to Mental Health and Substance Abuse screening in this section shall be re-screened within five (5) years from the date of their last screening results and every five (5) years thereafter.

At the time of the initial level 2 background screening, and with every 5-year re-screening, the Contractor shall require mental health and substance abuse personnel to complete the current version of DCF Affidavit of Good Moral Character. The current version of the form CF 1649 (April 2021) is incorporated by reference an available at https://www.flrules.org/Gateway/reference.asp?No=Ref-15275.

c. FEDERAL LAW:

i. The Contractor shall comply with the applicable provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

ii. If this Agreement contains $10,000 or more of Federal Funds, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

iii. If this Agreement contains over $150,000 of Federal Funds, the Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Contractor shall report any violations of the above to the Department. The Contractor agrees to include these requirements in this section 5.c.iii in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

iv. No Federal Funds received in connection with this Agreement may be used by the Contractor, or agent acting for the Contractor, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Agreement contains Federal funding in excess of $100,000, the Contractor must, prior to contract execution, complete the Certification Regarding Lobbying form. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Agreement.

v. If this Agreement provides services to children up to age 18, the Contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

vi. If the Contractor is a federal subrecipient or pass-through entity, then the Contractor and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

vii. If the Contractor is a federal subrecipient or pass through entity, the Contractor and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its Agreements are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Contractor's subcontractor is determined to be a subrecipient, the Contractor must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

d. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The Contractor shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

e. INDEMNIFICATION: The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Managing Entity, the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, costs, and expenses arising from or relating to an alleged act or omission by the Contractor, its agents, employees, partners, or subcontractors, provided however that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Managing Entity or the Department.

Further, the Contractor shall, without exception, indemnify and hold harmless Managing Entity and the Department, and their employees from any liability of any nature or kind whatsoever, including attorneys' fees, costs, and expenses arising out of, relating to, or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret, or intellectual property right, information technology used or accessed by the Contractor, or article manufactured or used by the Contractor, its officers, agents, or Contractors in the performance of this Agreement or delivered to Managing Entity or the Department for the use of Managing Entity or the Department, its employees, agents, or contractors.

Further, the Contractor shall protect, defend, and indemnify, including attorneys' fees, costs, and expenses, Managing Entity and the Department for any and all claims and litigation (including litigation initiated by Managing Entity or the Department) arising from or relating to Contractor's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the Contractor's redaction.

The Contractor's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding Managing Entity or the Department negligent shall excuse the provider of performance under this provision, in which case Managing Entity or the Department shall have no obligation to reimburse the Contractor for the cost of their defense. If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend, and hold harmless the Department shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

f. INDEPENDENT CONTRACTOR: In performing its obligations under this Agreement, the Contractor shall at all times be acting in the capacity of an independent contractor and not as an officer, employee or agent of Managing Entity or the Department. Neither the Contractor nor any of its agents, employees, Contractors or assignees shall represent to others that it is an agent of or has the authority to bind Managing Entity or the Department by virtue of this Agreement.

g. **INSURANCE:** See Attachment II.

h. **LAW AND VENUE:** This Agreement is executed and entered in the State of Florida and will be construed, performed, and enforced in all respects in accordance with Florida law, excluding Florida provisions for conflict of laws, and applicable Federal law. Venue for any action regarding this Agreement shall be in Hillsborough County, Florida.

i. **MONITORING:** The Contractor shall permit all persons who are duly authorized by Managing Entity or the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement, and to interview any clients, employees, and subcontractor employees of the Contractor to assure Managing Entity of the satisfactory performance of the terms and conditions of this Agreement.

j. **PROPERTY:**

i. The following only applies to this Agreement if funded by state financial assistance.

ii. The word "property" in this section means equipment, fixtures, and other property of a non-consumable and non-expendable nature, the original acquisition cost or estimated fair market value of which is $5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

iii. If any property is purchased by the Contractor with funds provided by this Agreement, the Contractor will inventory all non-expendable property including all computers. A copy of the inventory will be submitted to the Managing Entity along with the expenditure report for the period in which it was purchased. At least annually the Contractor will submit a complete inventory of all such property to the Managing Entity whether new purchases have been made or not.

iv. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

v. The Managing Entity must provide disposition instructions to the Contractor prior to the End Date. The Contractor cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Contractor will furnish a closeout inventory no later than 30 days before the completion or termination of this Agreement. The closeout inventory will include all nonexpendable property including all computers purchased by the Contractor. The closeout inventory will contain the same information required by the annual inventory.

vi. The Contractor hereby agrees all inventories required by this Agreement will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by the Contractor, the Managing Entity, and the Department and will be used in place of the original acquisition cost.

vii. Title (ownership) to and possession of all property purchased by the Contractor pursuant to this Agreement vests in the Department upon completion or termination of this Agreement. During the term of this Agreement, the Contractor is responsible for insuring all property purchased by or transferred to the Contractor is in good working order. The Contractor hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Contractor is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Agreement. When property transfers from the Contractor to the Department, the Contractor is responsible for paying for the title transfer.

viii. If the Contractor replaces or disposes of property purchased by the Contractor pursuant to this Agreement, the Contractor is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Contractor's annual inventory.

ix. The Contractor will indemnify the Managing Entity and the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Contractor pursuant to this Agreement.

x. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

k. PUBLIC ENTITY CRIMES: Chapter 287.133(2)(a) states: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

l. PUBLIC RECORDS: The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S. as prescribed by Subsection 119.07(1) F.S., made or received by the Contractor in conjunction with this Agreement except those public records which are made confidential by law and must be protected from disclosure. It is expressly understood that the Contractor's failure to comply with this provision shall constitute an immediate breach of this Agreement for which Managing Entity may unilaterally terminate this Agreement.

The Contractor shall retain all client records, financial records, supporting documents, statistical records and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of this Agreement or longer when required by law. In the event an audit is required by this Agreement, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement.

m. SCRUTINIZED COMPANIES: The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in Section 215.473, F.S. Pursuant to Section 287.135(5), F.S., Managing Entity will immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement. Managing Entity will terminate this Agreement at any time the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. **SPONSORSHIP AND PUBLICITY:** The Contractor and partners shall, in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by Hardee County Board of County Commissioners, Central Florida Behavioral Health Network, Inc., and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" and "Central Florida Behavioral Health Network, Inc." shall appear in the same size letters or type as the name of the organization.

o. **TERMINATION:** Termination at Will. Either party may terminate this Agreement upon at least thirty (30) days prior written notice to the other party. In a termination at will by a party, the other party shall not be liable for costs of termination or damages incurred by the party giving notice of termination at will or by any of its subcontractors. In a termination at will by a party, the party giving notice of termination at will shall not be liable for costs of termination or damages incurred by the other party or by any of its subcontractors.

i. Termination for Lack of Funds. Managing Entity may terminate this Agreement upon at least twenty-four (24) hours prior written notice to Contractor if Managing Entity has not received funds from the Department for the services for which Contractor is requesting payment or for any services to be provided under this Agreement.

ii. Termination for Cause. Upon the Managing Entity's knowledge of a material breach by the Contractor, Managing Entity shall either:

1. Provide an opportunity for the Contractor to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if Contractor does not cure the breach or end the violation within the time specified by Managing Entity;

2. Immediately terminate this Agreement or discontinue access to PHI if Contractor breached a material term of this Agreement and does not end the violation; or

3. If neither termination nor cure is feasible, the Managing Entity shall report the violation to the Department of Children and Families and Secretary of the Department of Health and Human Services.

iii. Additional Breaches. Breaches by Contractor include the following items:

If Contractor is suspended or becomes disqualified from providing the services, found to be negligent or to have caused harm to a qualified individual, or otherwise is subject to disciplinary action which materially adversely affects the Contractor's ability to perform the services under this Agreement.

If Contractor (or its officers or directors) is convicted of or pleads guilty, no contest, or otherwise admits to any crime involving a morally corrupt act or practice or any felony offense.

If the Contractor makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or has entered against it an order for any relief in any bankruptcy or insolvency proceeding or has an involuntary petition in bankruptcy or similar proceeding filed against it which has not been dismissed within one hundred twenty (120) days after the commencement thereof.

If Contractor commits any other material breach of this Agreement.

iv. Immediate Termination. Managing Entity shall immediately terminate this Agreement for cause, if any time during the lifetime of the Agreement, the Contractor is:

1. Found to have submitted a false certification under s. 287.135, F.S., or

2. Is placed on the Scrutinized Companies with Activities in Sudan List or

3. Is placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or

4. Is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

v. Remedies for Breach. In addition to all other remedies included in this Agreement, Contractor shall, at a minimum, be liable to Managing Entity for all foreseeable damages Managing Entity incurs as a result of Contractor's violation or breach of this Agreement. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this Agreement, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this Agreement.

All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

On and after any event of default, Managing Entity shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement.

In addition, Managing Entity shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. The Contractor shall pay to Managing Entity on demand all costs and expenses incurred by Managing Entity in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law.

Managing Entity shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Managing Entity and Contractor all damages, losses, costs or expenses incurred by Managing Entity as a result of such event of default and any liquidated damages, if any, due from Contractor pursuant to the terms of this Agreement or any other agreement.

Contractor shall be liable to Managing Entity for any sanctions or penalties specifically established by law and applicable to Contractor regarding the services in this Agreement.

Managing Entity shall provide such sanctions and penalties as appropriate.

vi. Lapsed Insurance. Any lapse in mandatory insurance coverage voids this Agreement until coverage is restored and proof of insurance coverage is provided to restore the ability to bill for services. Any services provided during the lapse period are invalid and cannot be invoiced to Managing Entity.

p. USE OF FUNDS FOR LOBBYING PROHIBITED: The Contractor agrees to comply with the provisions of section 216.347, Florida Statutes, which the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

6. Incorporated Documents:

a. The following Attachments and Guidance Documents, or the latest revisions thereof, are incorporated herein and made a part of this Agreement:

i. **Attachment I** – DCF Master Contract QHME2 (posted to https://www.cfbhn.org/contracting-procurement/)

ii. **Attachment II** – Insurance

iii. **Attachment III** – Business Associate Agreement (BAA)

iv. **Attachment IV** – Florida Opioid Agreement with Schedule A and Schedule B

7. Term and Termination

This Agreement shall begin on **July 1, 2025**, and will continue in effect until **June 30, 2030**, at which point it shall terminate, unless the Term is extended or terminated earlier in a written document signed by both parties.

All remedies including indemnification in **Section 5.e.** Indemnification shall survive termination of this Agreement.

THE PARTIES HERETO by and through their duly authorized representatives, whose signatures appear below, have caused this Agreement to be executed.

MANAGING ENTITY **Central Florida Behavioral Health Network, Inc.**		CONTRACTOR **Hardee County Board of County Commissioners**	
Signature:		Signature:	
Print:		Print:	Russell A. Melendy
Title:		Title:	Chair
Date:		Date:	August 21, 2025
Prepared by:	Carrie J. Hartes		

ATTACHMENT II – INSURANCE
Purchase Agreement

1. General Requirements.

1.1. The Contractor acknowledges that, as an independent contractor, the Contractor and its subcontractors at all tiers are not covered by the State of Florida Risk Management Trust Fund for liability created by § 284.30, F.S.

1.2. A governmental-entity Contractor may comply with the insurance requirements of this Purchase Agreement by participating in a self-insurance program established according to Florida law with coverage limits not less than the per occurrence and annual aggregate amounts specified for the corresponding type of insurance.

1.3. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Contractor shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Contractor shall require its subcontractors provide WCI for its employees absent coverage by the Contractor's WCI.

1.4. General Liability Insurance. The Contractor shall secure and maintain, and ensure its subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Purchase Agreement, whether such services are by the Contractor or anyone employed by it. Such insurance shall include the State and Managing Entity as an additional insured for the entire length of this Purchase Agreement.

1.5. The Contractor must cause all of its subcontractors at all tiers who the Contractor reasonably determines to present a risk of significant loss to the Contractor, the Managing Entity, or the Department to obtain and provide proof to Contractor of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire, and legal liability covering the Contractor's subcontractors and all of their employees.

1.6. The limits of coverage for Contractor's subcontractors at all tiers must be in such amounts as the Contractor reasonably determines to be sufficient to cover the risk of loss.

1.7. Cyber/Network Security and Privacy Liability Insurance. The Contractor will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any Contractor's subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information.

1.8. Authorized Insurers and Documentation. All insurance policies must be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Managing Entity with a commercial self-insurance trust fund authorized under §624.462, F.S. The Contractor shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Managing Entity, prior to this Purchase Agreement's execution.

2. Insurance Specifics.

2.1. In addition to the provisions of Section 1, the following Special Insurance Provisions shall apply to this Purchase Agreement. In the event of conflict between the requirements of Sections 2 to 5 and the requirements of Section 1, the provisions of Sections 2 to 5 shall prevail and control.

2.2. The Contractor shall notify the Contract Manager in writing within 30 calendar days if there is a modification to the terms of Contractor insurance required in this Purchase Agreement including but not limited to, nonrenewal, cancellation or modification to policy limits.

2.3. The Contractor shall obtain and provide proof to the Managing Entity of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability to cover the Contractor and all its employees. The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

2.4. With the exception of any state agency or subdivision as defined by § 768.28(2), F.S., the Contractor shall cause all of its subcontractors, at all tiers, who the Contractor reasonably determines to present a risk of significant loss to the Contractor, the Managing Entity, or the Department to obtain and provide proof to the Contractor and upon written request of the Managing Entity to the Contractor, also to the Managing Entity, of comprehensive general liability insurance coverage (broad form coverage), specifically including premises, fire and legal liability covering the Contractor's subcontractors and all their employees.

2.5. The limits of coverage for the Contractor's subcontractors, at all tiers, shall be in such amounts as the Contractor reasonably determines to be sufficient to cover the risk of loss.

2.6. The Contractor shall obtain and provide proof to the Managing Entity of Cyber/Network Security and Privacy Liability Insurance as described in Section 1.7. The limits of the Contractor's coverage of Cyber/Network Security and Privacy Liability Insurance shall be no less than $1,000,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

3. Automobile Insurance.

3.1. If any officer, employee, or agent of the Contractor operates a motor vehicle in the course of the performance of its duties under this Purchase Agreement, the Contractor shall obtain and provide proof to the Managing Entity of comprehensive automobile liability insurance coverage (unless a waiver is expressly agreed to in writing by the Managing Entity). The limits of the Contractor's coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

3.2. If any officer, employee, or agent of any Contractor's subcontractors, at all tiers, operates a motor vehicle in the course of the performance of the duties of the Contractor's subcontractor, the Contractor shall cause the subcontractor to obtain and provide proof to the Contractor and the Managing Entity of comprehensive automobile liability insurance coverage with the same limits as Section 3.1.

4. Professional Liability Insurance.

4.1. The Contractor shall obtain and provide proof to the Managing Entity of professional liability insurance coverage, including errors and omissions coverage, to cover the Contractor and all its employees.

4.2. If any officer, employee, or agent of the Contractor administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Contractor under this Purchase Agreement, the professional liability coverage shall include medical malpractice liability and errors and omissions coverage, to cover the Contractor and all of its employees. The limits of the coverage shall be no less than $300,000 per occurrence with a minimal annual aggregate of no less than $1,000,000.

4.3. If any officer, employee, or agent of the Contractor's subcontractors, at all tiers, provides any professional services or provides or administers any prescription drug or medication or controlled substance in the course of the performance of the duties of the Contractor's subcontractor, the Contractor shall cause the Contractor's subcontractor to obtain and provide proof to the Contractor and the Managing Entity of professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, to cover all Contractor's subcontractor's employees with the same limits as described in Section 4.2.

5. Additional Contractor Insurance Obligations.

5.1. The Managing Entity and the Department shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention under any such insurance. The payment of any deductible on any policy shall be the sole responsibility of the Contractor, or Contractor's subcontractor purchasing the insurance.

5.2. All such insurance policies of the Contractor and Contractor's subcontractors, at all tiers, shall be provided by insurers licensed or eligible to do and that are doing business in the State of Florida. Each insurer must have a minimum rating of "A" by A. M. Best or an equivalent rating by a similar insurance rating firm and shall name the Managing Entity and the Department as an additional insured under the policy or policies.

5.3. The Contractor must use its best good faith efforts to cause the insurers issuing all such general, automobile, and professional liability insurance to use a policy form with additional insured provisions naming the Managing Entity and the Department as an additional insured or a form of additional insured endorsement that is acceptable to the Managing Entity in the reasonable exercise of its judgment. Contractor's professional liability insurance coverage, including medical malpractice liability and errors and omissions coverage, must name the Managing Entity and the Department as an additional insured.

5.4. All insurance policies of the Contractor and its subcontractors must be primary to and not contributory with any similar insurance carried by the Managing Entity.

5.5. Proof of insurance must be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All such current insurance certificates will be submitted to the Contract Manager, prior to expiration, as insurance policies are renewed each year.

5.6. The requirements of this Section 5 shall be in addition to, and not in replacement of, the requirements of Section 4.8 of the Department's standard contract (Attachment I) which shall be applicable to Contractor.

ATTACHMENT III – HIPAA BUSINESS ASSOCIATE AGREEMENT
INCLUDING 42 CFR Part 2
Purchase Agreement

Should this Purchase Agreement involve Contractor access to protected health information (PHI) the Contractor shall be a "Covered Entity" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Contractor shall assist the Managing Entity in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in this section will be interpreted to permit compliance with the HIPAA Rules. Within the Managing Entity, Stephanie Johns has been designated the HIPAA Privacy Officer.

1.1. Catch-all Definitions. The following terms as used in this section have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

1.2. Specific Definitions

1.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103 and means the Managing Entity.

1.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103 and means the Contractor.

1.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

1.2.4. "HIPAA Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate. This definition applies only to this **Attachment III.**

1.3. Obligations and Activities of the Contractor

The Contractor shall:

1.3.1. Not use or disclose PHI except as permitted or required in by this section or law;

1.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Contractor may create, receive, maintain or transmit on the Managing Entity's behalf;

1.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Contractor in the same manner as such requirements apply to the Department; and the Managing Entity and Contractor are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

1.3.4. Report to the Managing Entity any use or disclosure of PHI not permitted by this section, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

1.3.5. Notify the Managing Entity's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager in writing within 120 hours after finding a breach or potential breach of personal and confidential data; and

1.3.6. Notify the Managing Entity's HIPAA Privacy Officer and Contract Manager in writing within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

1.3.7. Provide additional information requested by the Managing Entity for investigation of or response to a breach;

1.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data (§501.171, F.S.); implementation of the Managing Entity's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Managing Entity's actions;

1.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Contractor's behalf are bound to the same restrictions, conditions, and requirements as the Contractor by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Contractor shall provide written certification its implementation complies with 45 CFR §164.532(d);

1.3.10. Make PHI available in a designated record set to the Managing Entity as necessary to satisfy the Managing Entity's 45 CFR §164.524 obligations;

1.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Managing Entity per 45 CFR §164.526, or take other measures as necessary to satisfy the Managing Entity's 45 CFR §164.526 obligations;

1.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Managing Entity's 45 CFR §164.528 obligations;

1.3.13. To the extent the Contractor carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Managing Entity in the performance of that obligation; and

1.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

1.4. Contractor and its HIPAA subcontractors may only use or disclose PHI as listed below:

1.4.1. To perform obligations under this section;

1.4.2. For archival purposes;

1.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

1.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Contractor in writing of any instances in which the confidentiality and security of PHI has been breached;

1.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Managing Entity data analyses relating to Managing Entity health care operations (as defined in 45 C.F.R.

§164.501);

1.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

1.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

1.5. Managing Entity Notifications Affecting Contractor Disclosure of PHI

The Managing Entity must notify the Contractor, to the extent it may affect Contractor's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Managing Entity has agreed to or is required to abide by under 45 CFR §164.522.

1.6. Termination Regarding PHI

1.6.1. **Termination for Cause.** Upon the Managing Entity's knowledge of a material breach of the Contractor's duties under this section, the Managing Entity may: (a) Provide the Contractor opportunity to cure the breach within the Managing Entity's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Managing Entity will report the breach to the Secretary of HHS.

1.6.2. **Contractor Obligations Upon Termination.** Upon termination, the Contractor, with respect to PHI received from the Managing Entity, or created, maintained, or received on behalf of the Managing Entity, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Managing Entity, or its designee; (c) upon the Managing Entity's permission, destroy PHI the Contractor maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

1.6.3. Obligations under **Contractor Obligations Upon Termination** section survive termination.

1.7. **42 CFR Part 2.** Managing Entity and the Contractor shall comply with the applicable provisions of 42 CFR Part 2 in the performance of this Subcontract. Pursuant to 42 CFR Part 2, the Contractor may electronically share certain information with the Managing Entity. This Section 1.7 shall be construed to satisfy the requirements of 42 C.F.R. § 2.11. The Managing Entity:

1.7.1. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug programs about the clients of the Contractor, the Managing Entity is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

1.7.2. Undertakes to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. part 2.

FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT

BETWEEN

STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS,
OFFICE OF THE ATTORNEY GENERAL

And

CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This Florida Opioid Allocation and Statewide Response Agreement (the "Agreement") is entered into between the State of Florida ('State") and certain Local Governments ("Local Governments" and the State and Local Governments are jointly referred to as the "Parties" or individually as a "Party"). The Parties agree as follows:

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

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

Whereas, certain of the Parties have separately sued Pharmaceutical Supply Chain participants for the harm caused to the citizens of both Parties and have collectively negotiated settlements with several Pharmaceutical Supply Chain Participants; and

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

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

Whereas, the State and its Local Governments enter into this Agreement and agree to the allocation and use of the proceeds of any settlement described herein

Wherefore, the Parties each agree to as follows:

A. Definitions

As used in this Agreement:

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

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

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

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

5. "Dependent Special District" shall mean a Special District meeting the requirements of Florida Statutes § 189.012(2).

6. "Municipalities" shall mean cities, towns, or villages located in a County within the State that either have: (a) a Population greater than 10,000 individuals; or (b) a Population equal to or less than 10,000 individuals and that has either (i) filed a lawsuit against one or more Pharmaceutical Supply Chain Participants; or (ii) executes a release in connection with a settlement with a Pharmaceutical Supply Chain participant. The singular "Municipality" shall refer to a singular city, town, or village within the definition of Municipalities.

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

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

9. "Opioid Funds" shall mean monetary amounts obtained through a Settlement.

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

11. "Parties" shall mean the State and Local Governments that execute this Agreement. The singular word "Party" shall mean either the State or Local Governments that executed this Agreement.

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

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

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

15. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at *https://www.census.gov. For purposes of Population under the definition of Qualified County, a County's population shall be the greater of its population as of the July 1, 2019, estimates or its actual population, according to the official U.S. Census Bureau count, which was released by the U.S. Census Bureau in August 2021.*

16. "Qualified County" shall mean a charter or non-chartered County that has a Population of at least 300,000 individuals and: (a) has an opioid taskforce or other similar board, commission, council, or entity (including some existing sub-unit of a County's government responsible for substance abuse prevention, treatment, and/or recovery) of which it is a member or it operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is, as of December 31, 2021, either providing or is contracting with others to provide substance abuse prevention, recovery, and/or treatment services to its citizens; and (d) has or enters into an interlocal agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total Population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred. For avoidance of doubt, the word "operate" in connection with opioid task force means to do at least one of the following activities: (1) gathers data about the nature, extent, and problems being faced in communities within that County; (2) receives and reports recommendations from other government and private entities about activities that should be undertaken to abate the opioid epidemic to a County; and/or (3) makes recommendations to a County and other public and private leaders about steps, actions, or plans that should be undertaken to abate the opioid epidemic. For avoidance of doubt, the Population calculation required by subsection (d) does not include Population in unincorporated areas.

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

18. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

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

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described or to pay obligations to the United States arising out of Medicaid or other federal programs, all Opioid Funds shall be utilized for Approved Purposes. In order to accomplish this purpose, the State will either: (a) file a new action with Local Governments as Parties; or (b) add Local Governments to its existing action, sever any settling defendants. In either type of action, the State will seek entry of a consent judgment, consent order or other order binding judgment binding both the State and Local Governments to utilize Opioid Funds for Approved Purposes ("Order") from the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida (the "Court"), except as herein provided. The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction by the Court to address non-performance by any party under the Order.

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

3. **No Benefit Unless Fully Participating** - Any Local Government that objects to or refuses to be included under the Order or refuses or fails to execute any of documents necessary to effectuate a Settlement shall not receive, directly or indirectly, any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the Local Governments. Funds that were a for a Municipality that does not join a Settlement will be distributed to the County where that Municipality is located. Funds that were for a County that does not join a Settlement will be distributed pro rata to Counties that join a Settlement. For avoidance of doubt, if a Local Government initially refuses to be included in or execute the documents necessary to effectuate a Settlement and subsequently effectuates such documents necessary to join a Settlement, then that Local Government will only lose those payments made under a Settlement while that Local Government was not a part of the Settlement. If a Local Government participates in a Settlement, that Local Government is thereby releasing the claims of its Dependent Special District claims, if any.

4. **Distribution Scheme** – If a Settlement has a National Settlement Administrator or similar entity, all Opioids Funds will initially go to the Administrator to be distributed. If a Settlement does not have a National Settlement Administrator or similar entity, all Opioid Funds will initially go to the State, and then be distributed by the State as they are received from the Defendants according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting any costs of the Expense Fund detailed below. Funds due the federal government, if any, pursuant to Section B-2, will be subtracted from only the State and Regional Funds below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality, which are attached to this Agreement as Exhibit "C." In the event that a Municipality has a Population less than 10,000 people and it does not execute a release or otherwise join a Settlement that Municipalities share under the Negotiation Class Metrics shall be reallocated to the County where that Municipality is located.

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

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in paragraph 5 of the Agreement, and according to the Negotiation Class Metrics.

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

(iii) For all other Counties, the State will appropriate the regional share for each County and pay that share through DCF to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies as directed by the Opioid Abatement Task Force or Council. The Managing Entities shall expend monies from this Regional Fund on services for the Counties within the State that are non-Qualified Counties and to ensure that there are services in every County. To the greatest extent practicable, the Managing Entities shall endeavor to expend monies in each County or for citizens of a County in the amount of the share that a County would have received if it were a Qualified County.

(c) State Fund - The remainder of Opioid Funds will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial amount.

(e) To the extent a County or Municipality wishes to pool, comingle, or otherwise transfer its share, in whole or part, of Opioid Funds to another County or Municipality, the comingling Municipalities may do so by written agreement. The comingling Municipalities shall provide a copy of that agreement to the State and any settlement administrator to ensure that monies are directed consistent with such agreement. The County or Municipality receiving any such Opioid Funds shall assume the responsibility for reporting how such Opioid Funds were utilized under this Agreement.

5. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year after deduction of Expenses and any funds due the federal government:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

6. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, DCF, and Local Governments on the priorities that should be addressed by expenditure of Opioid Funds and to review how monies have been spent and the results that have been achieved with Opioid Funds.

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

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

(c) Appointments State -

(i) The Governor shall appoint two Members.

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

(iii) The Senate President shall appoint one Member.

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

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

(e) Term - Members will be appointed to serve a four-year term and shall be staggered to comply with Florida Statutes § 20.052(4)(c).

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

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

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes or similar such uses for how monies should be spent the coming fiscal year to respond to the opioid epidemic. Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year.

(i) Accountability - The State and each of the Local Governments shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of expenditures on Approved Purposes. In setting those requirements, the Taskforce or Council shall consider the Reporting Templates, Deliverables, Performance Measures, and other already utilized and existing templates and forms required by DCF from Managing Entities and suggest that similar requirements be utilized by all Parties to this Agreement.

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

7. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds. Municipalities and Counties may take no more than a 5% administrative fee from any funds that they receive or control from the City/County Fund.

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

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

10. **Program Requirements**- DCF and Local Governments desire to make the most efficient and effective use of the Opioid Funds. DCF and Local Governments will work to achieve that goal by ensuring the following requirements will be minimally met by any governmental entity or provider providing services pursuant to a contract or grant of Opioid Funds:

a. In either performing services under this Agreement or contracting with a provider to provide services with the Opioid Funds under this Agreement, the State and Local Governments shall be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and similar regulations relating to the substance abuse and treatment services.

b. The State and Local Governments shall have and follow their existing policies and practices for accounting and auditing, including policies relating to whistleblowers and avoiding fraud, waste, and abuse. The State and Local Governments shall consider additional policies and practices recommended by the Opioid Abatement Taskforce or Council. c. In any award or grant to any provider, State and Local Governments shall ensure that each provider acknowledges its awareness of its obligations under law and shall audit, supervise, or review each provider's performance routinely, at least once every year.

d. In contracting with a provider, the State and Local Governments shall set performance measures in writing for a provider.

e. The State and Local Governments shall receive and report expenditures, service utilization data, demographic information, and national outcome measures in a similar fashion as required by the 42.U.S.C. s. 300x and 42 U.S.C. s. 300x-21.

f. The State and Local Governments, that implement evidenced based practice models will participate in fidelity monitoring as prescribed and completed by the originator of the model chosen..

g. The State and Local Governments shall ensure that each year, an evaluation of the procedures and activities undertaken to comply with the requirements of this Agreement are completed.

h. The State and Local Governments shall implement a monitoring process that will demonstrate oversight and corrective action in the case of non-compliance, for all providers that receive Opioid Funds. Monitoring shall include:

(i) Oversight of the any contractual or grant requirements;

(ii) Develop and utilize standardized monitoring tools;

(iii) Provide DCF and the Opioid Abatement Taskforce or Council with access to the monitoring reports; and

(iv) Develop and utilize the monitoring reports to create corrective action plans for providers, where necessary.

11. **Reporting and Records Requirements-** The State and Local Governments shall follow their existing reporting and records retention requirements along with considering any additional recommendations from the Opioid Abatement Taskforce or Council. Local Governments shall respond and provide documents to any reasonable requests from the State or Opioid Abatement Taskforce or Council for data or information about programs receiving Opioid Funds. The State and Local Governments shall ensure that any provider or sub-recipient of Opioid Funds at a minimum does the following:

(a) Any provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of Opioid Funds. Upon demand, at no additional cost to the State or Local Government, any provider will facilitate the duplication and transfer of any records or documents during the term that it receives any Opioid Funds and the required retention period for the State or Local Government. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the State or Local Government.

(b) Any provider shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the use of the Opioid Funds during the term of its receipt of Opioid Funds and retained for a period of six (6) years after its ceases to receives Opioid Funds or longer when required by law. In the event an audit is required by the State of Local Governments, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any award or contract.

(c) At all reasonable times for as long as records are maintained, persons duly authorized by State or Local Government auditors shall be allowed full access to and the right to examine any of the contracts and related records and documents, regardless of the form in which kept.

(d) A financial and compliance audit shall be performed annually and provided to the State.

(e) All providers shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.) or the State.

(f) No record may be withheld nor may any provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

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

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

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

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

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

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten-to-eighteen-year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two payments of the Settlement. Accordingly, to offset the amounts being paid from the

City/County Fund to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

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

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

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the Agreement, by order of the Court. The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

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

13. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph,; (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund; or (d) to recover amounts advanced from the Regional Fund for the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds. In the event that there is a National Settlement Administrator or similar entity, the Local Governments sole action for non-payment of

amounts due from the City/County Fund shall be against the particular settling defendant and/or the National Settlement Administrator or similar entity.

C. Other Terms and Conditions

1. **Governing Law and Venue**: This Agreement will be governed by the laws of the State of Florida. Any and all litigation arising under the Agreement, unless otherwise specified in this Agreement, will be instituted in either: (a) the Court that enters the Order if the matter deals with a matter covered by the Order and the Court retains jurisdiction; or (b) the appropriate State court in Leon County, Florida.

2. **Agreement Management and Notification:** The Parties have identified the following individuals as Agreement Managers and Administrators:

a. State of Florida Agreement Manager:

Greg Slemp

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Greg.slemp@myfloridalegal.com

b. State of Florida Agreement Administrator

Janna Barineau

PL-01, The Capitol, Tallahassee, FL 32399

850-414-3300

Janna.barineau@myfloridalegal.com

c. Local Governments Agreement Managers and Administrators are listed on Exhibit C to this Agreement.

Changes to either the Managers or Administrators may be made by notifying the other Party in writing, without formal amendment to this Agreement.

3. **Notices**. All notices required under the Agreement will be delivered by certified mail, return receipt requested, by reputable air courier, or by personal delivery to the designee identified in paragraphs C.2., above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4. **Cooperation with Inspector General:** Pursuant to section 20.055, Florida Statutes, the Parties, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

5. **Public Records**: The Parties will keep and maintain public records pursuant to Chapter 119, Florida Statutes and will comply will all applicable provisions of that Chapter.

6. **Modification**: This Agreement may only be modified by a written amendment between the appropriate parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless express, reduced to writing, and signed by the Parties.

7. **Execution in Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8. **Assignment:** The rights granted in this Agreement may not be assigned or transferred by any party without the prior written approval of the other party. No party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of the other parties.

9. **Additional Documents:** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

10. **Captions:** The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend or describe the scope of this Agreement or any part of it.

11. **Entire Agreement:** This Agreement, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

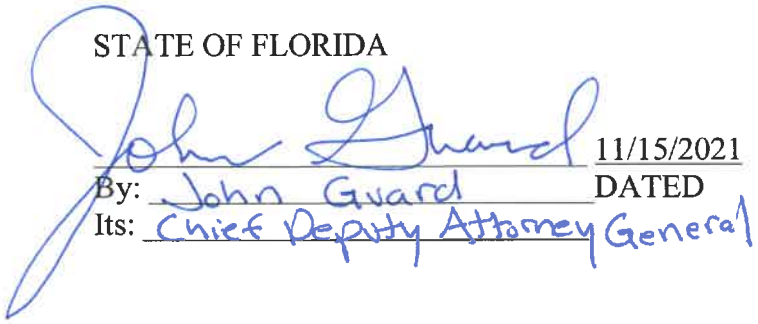
12. **Construction:** The parties hereto hereby mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement, that they have read, know, and understand completely the contents hereof, and that they have voluntarily executed the same. The parties hereto further hereby mutually acknowledge that they have had input into the drafting of this Agreement and that, accordingly, in any construction to be made of this Agreement, it shall not be construed for or against any party, but rather shall be given a fair and reasonable interpretation, based on the plain language of the Agreement and the expressed intent of the parties.

13. **Capacity to Execute Agreement:** The parties hereto hereby represent and warrant that the individuals signing this Agreement on their behalf are duly authorized and fully competent to do so.

14. **Effectiveness:** This Agreement shall become effective on the date on which the last required signature is affixed to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused the Agreement to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA



11/15/2021
By: John Guard DATED
Its: Chief Deputy Attorney General

Schedule A

Core Strategies

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

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

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

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

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

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

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

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

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

C. Pregnant & Postpartum Women

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

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

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

D. Expanding Treatment for Neonatal Abstinence Syndrome

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

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

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

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

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

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

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

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

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

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

F. Treatment for Incarcerated Population

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

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

G. Prevention Programs

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

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

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

4. Funding for community drug disposal programs; and

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

H. Expanding Syringe Service Programs

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

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

Schedule B

Approved Uses

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

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

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

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

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

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

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

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

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

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

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

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

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

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

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

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

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

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

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

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Create and/or support recovery high schools.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

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

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

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

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

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

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

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

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

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

PART TWO: PREVENTION

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

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

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

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

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

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

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

a. Increase the number of prescribers using PDMPs;

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

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

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

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

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

1. Fund media campaigns to prevent opioid misuse.

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

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

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

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

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

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

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

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

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

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

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

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

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

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

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

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

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

6. Public education relating to emergency responses to overdoses.

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

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

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

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

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

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

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

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

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

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

J. LEADERSHIP, PLANNING AND COORDINATION

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

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

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

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

K. TRAINING

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

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

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

L. RESEARCH

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

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

2. Research non-opioid treatment of chronic pain.

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

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

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

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

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

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

Fiscal Table

Fiscal Year	ProvName	Contract Num	Base Recurring	Non-Recurring	Carry Forward	
2025-2026	Hardee County Board of County Commissioners	PL300	$ -	$ 59,747.00	$ -	**$ 59,747.00**
2026-2027	Hardee County Board of County Commissioners	PL300	$ -	$ -	$ -	**$ -**
2027-2028	Hardee County Board of County Commissioners	PL300	$ -	$ -	$ -	**$ -**
2028-2029	Hardee County Board of County Commissioners	PL300	$ -	$ -	$ -	**$ -**
2029-2030	Hardee County Board of County Commissioners	PL300	$ -	$ -	$ -	**$ -**
			$ -	**$ 59,747.00**	**$ -**	**$ 59,747.00**

Provider Name	Contract Num	Fiscal Year	OCA	OCA Title	Recurring Non-Recurring	Carry Forward FY	Amend Num	Status	Subcontract Amount	Comment
Hardee County Board of County Commissioners	PL300	2025-2026	MSONQ	ME Opioid TF Non-Qualified Counties	Non-Recurring		Original	Pending	$59,747.00	
									$59,747.00	

Fiscal Year	Provider Name	Contract Num	Carry Forward FY	OCA	OCA Title	Base Recurring	Non-Recurring	Carry Forward
2025-2026	Hardee County Board of County Commissioners	PL300		MSONQ	ME Opioid TF Non-Qualified Counties		$59,747.00	
						$0.00	**$59,747.00**	**$0.00**
							$59,747.00	

AGENDA ITEM NO. 12.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-68 - Awarding ITB 25-013 to EO Koch Construction

SUGGESTED ACTION:

- Motion to approve Resolution 2025-68, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of invitation to bid (ITB) number 25-013 for the construction of Center Hill Bridge with FPID # 443374-2-54-01; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder E.O. Koch Construction in an estimated amount of $1,467,320.80; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Recommend Award to EO Koch Const..pdf
ITB 25-013 Bid Tabulation.pdf
County Recommendation Letter_Center Hill_08_04_25.pdf
Reso 2025-68.docx
Notice of Award-EO Koch.doc
Construction_Agreement 2025 Project Manual NEW Updated 08.07.25.docx

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: ITB # 25-013 Construction of Center Hill Bridge Culvert with FPID # 443374-2-54-01

Date: August 21, 2025

On June 19, 2025, Hardee County issued Invitation to Bid No. 25-013 re-seeking bids for the construction of Center Hill Bridge.

On July 28, 2025, five sealed bids were received from five construction firms who attended the Mandatory Pre-bid meeting on 06/26/2025. These firms are listed below:

1) **E.O. Koch Construction - $1,467,320.80**
2) Thomas Marine Construction, Inc. - $1,608,901.50
3) Westwind Contracting, Inc. - $1,689,282.70
4) Crisdel Group, Inc. - $1,756,062.38
5) Cathcart Construction Co. - $3,211,551.00

From our review of the lowest bidder's Qualification Statement, their FDOT Certification and other information submitted relevant to recent similar government projects, E.O. Koch Construction has submitted the lowest qualified and responsive bid.

Staff recommend Board approval of the bid opening results and award the construction agreement to the lowest qualified and responsive bidder, E.O. Koch Construction.

Upon the County's dire request, this project is finally funded by FDOT in the amount of $1,827,530.09 through the County Incentive Grant Program (CIGP). This is after the County exhausted all the available federal funding grant opportunities and after the additional state appropriation funding request was vetoed by the governor last year. The extended legislative appropriation contract will expire on January 1, 2027.

HARDEE COUNTY
BID TABULATION

BID TABULATION FOR: ITB 25-013 Center Hill Bridge Replacement Project

DEPARTMENT: PROCUREMENT

ADVERTISED: DemandStar

OPENING DATE: 07/28/2025 @ 2:00 P.M. AT CAP. Proj DEPT. Ron (Chastain Sr. Tillman)
IN THE PRESENCE OF: Colton English **OPENED BY: ~~YOLANDA CARBAJAL~~**

BIDDERS	TOTAL BID PRICE	FDoT
EO Koch Construction	$1,467,320.80	Complete
Crisdel	$1,756,062.38	Complete
Thomas Marine Construction	$1,608,901.50	Complete
Westwind Contracting	$1,689,282.70	complete
Cathcart Construction	$3,211,551.00	complete

TABULATED BY: Colton English

RECOMMENDATION: EOR Review

REASON: _____

_____

Hardee County
FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

August 4, 2025

Mr. Christopher Simpron, Assistant County Manager
Hardee County Board of County Commissioners
205 Hanchey Road
Wauchula, Florida 33873

Re: Center Hill Culvert/Bridge- Recommendation for Award
Financial Project No. 443374-2-54-01
Hardee County Bid No. ITB-25-013

Dear Ms. Giannopoulos:

We have reviewed the bids for the above-referenced project. There were (5) bids submitted during the July 28, 2025, bid opening. From the list below, you will see that except for one bid, the bids were competitive. All bidder's submitted evidence that they were FDOT Prequalified on Class 27, Minor Bridges, as required by the bid documents. The low bid was submitted by E.O. Koch Construction Company, with the low bid of $1,467,320.80 and the second low bid was submitted by Thomas Marine Construction, Inc. with a bid amount of $1,608,901.50. The summary of the bids can be found below.

	Base Bid
E.O. Koch Construction Co.	$1,467,320.80
Thomas Marine Construction, Inc.	$1,608,901.50
Westwind Contracting, Inc.	$1,689,282.70
Crisdel Group, Inc.	$1,756,062.38
Cathcart Construction Co.	$3,211,511.00

From our review of the Bidder's Qualification Statement, their FDOT Certification and other information submitted relevant to recent similar government projects, E.O. Koch Construction Company has submitted the lowest qualified and responsive bid. Given the bid prices above, and the need to proceed with this project in a timely manner, I have spoken with our Engineer of Record, Mr. Ron Cauthan with Chastain Skillman Inc., and I find the bid of E.O. Koch Construction Company to be the lowest qualified and responsive bid. Therefore, I do hereby recommend award of the Center Hill Culvert/Bridge Project to E.O. Koch Construction Company for the Total Price of $1,467,320.80.

TEAM HARDEE

This recommendation should not be construed as a guarantee of the work of the Contractor.

Sincerely,

Christopher Simpron, FCCM
Assistant County Manager

RESOLUTION NO. 2025-68

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-013 FOR THE CONSTRUCTION OF CENTER HILL BRIDGE WITH FPID# 443374-2-54-01; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER E.O. KOCH CONSTRUCTION IN AN ESTIMATED AMOUNT OF $1,467,320.80; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 19, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-013 (the "ITB No. 25-013") re-seeking bids for the construction of Center Hill Bridge (the "Services"); and

WHEREAS, on July 28, 2025, five sealed bids were received from E.O. Koch Construction, Thomas Marine Construction, Inc., Westwind Contracting Inc., Crisdel Group, Inc., and Cathcart Construction Company; and

WHEREAS, upon review of the bids it was determined that E.O Koch Construction ("E.O. Koch") was the lowest responsive and responsible bidder in an estimated amount of $1,467,320.80; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award ITB No. 25-013 for the construction of Center Hill Bridge to E.O. Koch and authorize the County Manager to execute an agreement, and any renewal options, in an estimated amount of $1,467,320.80.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Award. That the Board hereby awards ITB No. 25-013 for the construction of Center Hill Bridge to E.O. Koch Construction.

Section 3. Authorization. That the Board hereby authorizes the County Manager to enter into an agreement, including any renewal options, with E.O. Koch Construction in an estimated amount of $1,467,320.80, for construction of Center Hill Bridge, subject to the County Attorney's approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 21st day of August 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Chairman

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

SECTION 00 51 00
NOTICE OF AWARD

Date of Issuance:	
Owner: Hardee County Board of Co. Commissioners	Owner's Contract No.:
Engineer: Chastain-Skillman, LLC.	Engineer's Project No.: 9989.04
Project: Center Hill Bridge/Culvert	Contract Name: Const. of Center Hill Bridge/Culvert
Bidder: E.O. Koch Construction Company	
Bidder's Address: (send Certified Mail, Return Receipt Requested)	
417 Swank Avenue, Sebring, Fl 33870	

TO BIDDER:

You are notified that Owner has accepted your Bid dated July 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Center Hill Bridge/Culvert Base Bid

The Contract Price of the awarded Contract is $ 1,467,320.80 [Subject to Unit Prices]

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Three (3) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. Deliver to the Owner [Three (3)] counterparts of the Agreement, fully executed by Bidder.

2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

3. Other conditions precedent (if any):
   1. Certification of Sublet Work

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

_____
Owner

By: _____
Authorized Signature

_____
Title

Copy: Engineer

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 00 52 43
AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between Hardee County Board of County Commissioners (Owner)

and E.O. Koch Construction (Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 **The work of this contract generally consists of** the construction of a 144 ft. long culvert bridge across Payne Creek in Hardee County, Florida. The culvert bridge will consist of Two (2) - 14 ft. diameter aluminum culverts, Four (4) - 10 ft. diameter aluminum culverts and One (1) - 8 ft. diameter aluminum culvert, with concrete headwalls. Additionally, approximately 500 feet of the roadway on the north and 500 feet on the south shall be reconstructed and paved, to match the elevation of the new bridge which is to be approximately 2 feet higher than the existing roadway. Guardrails shall be constructed on both sides of the roadway and bridge for the entire length.

The Corlix corrugated aluminum pipes shall be provided by the County and are on the site. The granite rip-rap rubble to be placed upstream and downstream of the culvert bridge is also on-site. The ten (10) Dywidag tie rods have also been purchased by the County and shall be made available. All other materials required to construct the roadway and bridge and disposal of any materials to be removed from the site, shall be the responsibility of the Bidder. All required permits have been acquired by the County. All workmanship and materials shall be in conformance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (2025) (excepting Division 1, Section 9 regarding fuel adjustments and Price Escalation) and the FY 2024-25 Standard Plans.

As noted in the Madrid Test Reports in Appendix C, D, E, at the back of this document, the segment 2 footers (East and West) for this project have been poured and tested. These footers have been recently surveyed and verified for location, dimension and elevation. It is the intent for this project and the work of this contract that the 14 ft. diameter culverts be set on these footers and Payne Creek rerouted through these culverts, thereby allowing the construction of the bridge to continue.

ARTICLE 2 - ENGINEER

2.01 The Project has been designed by Chastain-Skillman, Inc., Lakeland, Florida. Hardee County shall retain an independent Engineer, who is to act as Owner's representative during construction, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 240 days after the date when the Contract Times commence to run.

B. Contract Time Extensions will be granted when the contractor is delayed, though no fault of his/her own, by factors not reasonably anticipated or foreseeable at the time of bid. The Owner will, when found justified, grant time extensions for adverse weather conditions, so long as it will not extend past the due date set by FDOT of January 1, 2027.

3.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $1,685.00 for each day that expires after the time specified in Paragraph 3.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $1,685.00 for each day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount of $ 1,467,320.80 in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.01.A below:

A. For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.03.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

    a. 95 percent of Work completed (with the balance being retainage).
    b. 9 5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, the Owner may reduce the remaining retainage withheld to an amount not to exceed 150 percent of the estimated total costs to complete punch list items.

5.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 - INTEREST

6.01 All amounts not paid when due shall bear interest at a rate in accordance with Florida Statutes.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 5.03 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means,

methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive).

2. Public Construction bond (pages _____ to_____, inclusive).

3. Other bonds (pages_____to_____, inclusive).

a. _____(pages_____to_____, inclusive).

b. _____(pages_____to_____, inclusive).

c. _____(pages_____to_____, inclusive).

4. General Conditions (pages 1 to 65, inclusive).

5. Supplementary Conditions (pages 1 to 9, inclusive).

6. Statutory Requirements (pages 1 to 6, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of sheets with each sheet bearing the following general title:_____[or] the Drawings listed on attached sheet index.

9. Addenda (numbers_____to_____, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages_____to_____, inclusive).

    b. Documentation submitted by Contractor prior to Notice of Award (pages_____to_____, inclusive).

    c. _____.

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed (pages_____to_____, inclusive).

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.03 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Right of Inspection

A. Contractors and subcontractors are required to permit the Florida Department of Transportation's authorized representative to inspect all work, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the Project.

9.06 Indemnification

A. "To the fullest extent permitted by law a Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful

misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity.

To the fullest extent permitted by law the Recipient's contractor shall indemnify and hold harmless the Recipient, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, loses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness or intentional wrongful conduct of the contractor and persons employed or utilized by the contractor in the performance of the Agreement."

9.07 Inspector General Cooperation

A. The contractor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

9.08 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution.

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.09 Ownership and Access to Records and Audits

A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed, or made by Contractor during the term of this Agreement ("Work Product") belong to the County. Contractor shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

Upon request from the County's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L Rogers, 417 WEST MAIN STREET SUITE 214, WAUCHULA, FL 33873, (863)-773-
4174, EXT. 7227, CLERKMINUTES@HARDEECLERK.COM

B. Prohibition of Contingency Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

C. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Hardee County, Florida.

9.10 **Identification Card**. Respondent agrees that it does not and will not, nor will it allow a subcontractor to, use any funds from the County for the purpose of issuing an identification card or document to any individual who does not provide proof of lawful presence in the United States.

9.11 **Appropriations Clause.** By submitting a Bid, the Respondent certifies that he/she understands that the County, an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which this contract will remain in effect. The County will, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance of this contract, provide written notice to the consultant of such event within thirty (30) days and, be thereafter released at all further obligations in any way related to the contract.

9.12 **Non-Discrimination.** The contract awarded as a result of this ITB will be awarded without

discrimination based on race, color, religion, age, sex, sexual preference, or national origin, in full compliance with the applicable state and federal law. In accordance with section 287.134, F.S., Respondents certify that they have not been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

9.13 **Unauthorized Aliens.** The County will consider the employment by the Proposer of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Contract.

9.14 **Common Carrier.** The Respondent attests that it is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, as that term is defined in section 908.111(1)(d), Florida Statutes, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. Respondent must complete Florida Department of Management Services Form PUR 1808, Common Carrier or Contracted Carrier Attestation Form, incorporated by reference into rule 60A-1.020, F.A.C., and submit the completed form to the County. Notwithstanding anything contained in this Agreement to the contrary, the County may immediately terminate this Agreement for cause if Contractor fails to make its attestation or is found in violation of its attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

9.15 **Anti-Human Trafficking.** By executing an Agreement pursuant to this ITB and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Respondent certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Respondent will provide to the County an affidavit signed by an officer or representative of Respondent under penalty of perjury attesting that Respondent does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate any Agreement immediately if Respondent is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

9.16 **Foreign Country Of Concern.** Pursuant to section 286.101, Florida Statutes, Respondent shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. Respondent's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Respondent represents that within one (1) year before proposing any contract to the County, Respondent provided a copy of such disclosure to the Florida Department of Financial Services.

9.17 **Personal Identifying Information.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Respondent certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Respondent is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

9.18 Attorney's Fees and Waiver of Jury Trial

A. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

B. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, VOLUNTARILY, and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on, (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	
	Agent for service or process: _____
	_____
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION

AGENDA ITEM NO. 12.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-70, Increase ITB 25-008 to Include Bid Alternatives

SUGGESTED ACTION:

- Motion to approve Resolution 2025-70, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the increase of the construction agreement amount for the repairs of Hardee County Bridges damaged by Hurricane Ian (Invitation To Bid 25-008); awarded to the lowest responsive and responsible bidder Cobb Site Development, Inc. in an estimated about of $550,493.11 including the cost of the bid alternatives in addition to the base bid work items; providing for authorization and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Award ITB 25-008_with Inclusion of Bid Alternatives in Addition to the Base Bid Work Items.docx
Resolution 2025-70.docx
Hardee County ITB No. 25-008 Bid Tabulation with Bid Alternate_Correcting Minor Math Errors.pdf
25-008 Contract for Construction.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Approving the Bid Alternative of ITB # 25-008 in Addition to the Base Bid for the Repairs of Hardee County Bridges Damaged by Hurricane Ian

Date: August 21, 2025

On May 15, 2025, Hardee County BOCC approved the awarding of the construction agreement to the lowest and responsive bidder, Cobb Site Development, Inc. the BASE BID in the amount of $437,212.83 for the repairs of Hardee County Bridges damaged by Hurricane Ian.

The construction agreement has been executed and the necessary documents stipulated in the Notice of Award were submitted by the contractor. However, after further discussion with the County's Engineer-Of-Record, we have determined that the
bid alternative work items should be included in the base bid scope of work at the beginning of the project for the reasons noted below:

1. Erosion and Sediment Control: Due to the proximity of the work activities in relation to waters of the state and environmentally sensitive areas, incorporating erosion and sediment control measures into the scope of work is necessary to protect these areas in accordance with state regulations.
2. Filter Fabric and Rip-Rap: Filter fabric and rip-rap is included by FEMA at some bridge locations but not others. The scope of work should be expanded to include filter fabric and rip-rap at additional bridge locations to ensure the replaced embankment is not lost due to high surface water flow velocities.
3. Sod: The scope of work should be expanded to include sod over disturbed areas that are not covered in filter fabric and rip-to prevent post construction erosion.
4. Maintenance of Traffic: The scope of work should be expanded to include maintenance of traffic to ensure public and contractor safety during construction.
5. Mobilization/Demobilization: The scope of work should be expanded to include mobilization/demobilization costs at the Dansby Road Bridge to be consistent with the costing spreadsheets provided by FEMA for the other bridge locations.

Because all 8 bridges are impacted by the proposed scope of work additions, this should be considered for approval prior to issuing the notice to proceed for the base bid.

The only reason why we're not including this bid alternatives when the county executed the construction agreement with Cobb is since at that time, we only plan to award the base bid with the original FEMA scope of work without regards to the constructability of the project. It's important to note that while the bid alternatives in the amount of *$113,280.28* are not currently obligated by FEMA, the county is actively seeking reimbursement of the cost for the additional scope of work outside the FEMA original scope developed by CRC. This will increase the project amount awarded to Cobb from $437,212.83 to $550,493.11.

The county is also seeking reimbursement for the difference of the FEMA obligated amount ($382,660.98) and the awarded lowest base bid amount ($437,212.83) equivalent to *$54,551.85*. The difference is generally attributed to inflation since the CRC cost estimate for the original FEMA scope was developed almost two years ago.

This project is funded by FEMA through their Public Assistance (PA) Reimbursement Program under the Hurricane Ian disaster event. The County plans to utilize the FEMA loan funds for infrastructure to pay for this project. All these 8 damaged bridges are identified in the FEMA loan for repairs.

Staff are recommending Board approval for Resolution No. 2025-70.

RESOLUTION NO. 2025-70

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE INCREASE OF THE CONSTRUCTION AGREEMENT AMOUNT FOR THE REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN (INVITATION TO BID #25-008); AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER COBB SITE DEVELOPMENT, INC., IN AN ESTIMATED AMOUNT OF $550,493.11 INCLUDING THE COST OF THE BID ALTERNATIVES IN ADDITION TO THE BASE BID WORK ITEMS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-008 (the "ITB No. 25-008") seeking bids for the repairs of Hardee County bridges damaged by Hurricane Ian (the "Services"); and

WHEREAS, on April 22, 2025, three sealed bids were received from Cobb Site Development, Inc., Cathcart Construction Company, and EO Koch Construction; and

WHEREAS, upon review of the bids it was determined that Cobb Site Development, Inc. was the lowest responsive and responsible bidder in an estimated BASE BID amount of $437,212.83; and

WHEREAS, upon further review of the County's engineer-of-record, it was determined that the bid alternative work items should be included in the award in addition to the base bid scope of work at the beginning of the project for constructability reasons; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to increase the construction agreement amount from $437,212.83 to $550,493.11 to include the cost of the bid alternatives in addition to the base bid work items for the repairs of the Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Award. That the Board hereby awards ITB No. 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

Section 3. Authorization. That the Board hereby authorizes the County Manager to increase the construction agreement amount, including the cost of the bid alternatives in addition to the base bid work items, with Cobb Site Development, Inc. in a total estimated amount of $550,493.11, for the repairs of Hardee County bridges damaged by Hurricane Ian, subject to the County Attorney's approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 21st day of August 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chairman

ATTEST:

_____
Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
LOCKLAR ROAD OVER CHARLIE CREEK (BRIDGE NO. 64114)									
1	Mobilization/Demobilization	1	LS	$ 12,120.00	$ 12,120.00	$ 13,954.98	$ 13,954.98	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	135	CY	$ 475.00	$ 64,125.00	$ 65.71	$ 8,870.85	$ 96.30	$ 13,000.50
3	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
	LOCKLAR ROAD BRIDGE BID SUBTOTAL				**$ 88,370.00**		**$ 30,002.82**		**$ 16,750.50**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 15,830.00	$ 15,830.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
2	Filter Fabric	43	SY	$ 87.00	$ 3,741.00	$ 82.34	$ 3,540.62	$ 145.35	$ 6,250.05
3	Rip-Rap (18" Depth)	43	SY	$ 550.00	$ 23,650.00	$ 130.34	$ 5,604.62	$ 238.37	$ 10,249.91
	LOCKLAR ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 43,221.00**		**$ 12,820.74**		**$ 17,749.96**
HENDRY ROAD OVER GUM SWAMP (BRIDGE NO. 64085)									
1	Mobilization/Demobilization	1	LS	$ 9,250.00	$ 9,250.00	$ 15,436.62	$ 15,436.62	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	16	CY	$ 475.00	$ 7,600.00	$ 127.23	$ 2,035.68	$ 212.50	$ 3,400.00
3	MOT	1	LS	$ 19,100.00	$ 19,100.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
4	Erosion and Sediment Control	1	LS	$ 16,750.00	$ 16,750.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
5	Filter Fabric	20	SY	$ 87.00	$ 1,740.00	$ 112.21	$ 2,244.20	$ 156.00	$ 3,120.00
6	Rip-Rap (10" Depth)	98	SY	$ 405.00	$ 39,690.00	$ 115.77	$ 11,345.46	$ 148.98	$ 14,600.04
7	Seeding	34	SY	$ 75.00	$ 2,550.00	$ 34.66	$ 1,178.44	$ 44.12	$ 1,500.08
	HENDRY ROAD BRIDGE BID SUBTOTAL				**$ 96,680.00**		**$ 43,092.89**		**$ 27,620.12**
	BID ALTERNATES								
1	Rip-Rap (18" Depth to replace 10" Depth)	176	SY	$ 550.00	$ 96,800.00	$ 110.72	$ 19,486.72	$ 200.00	$ 35,200.00
2	Sod (Pinned)	34	SY	$ 95.00	$ 3,230.00	$ 38.54	$ 1,310.36	$ 35.29	$ 1,199.86
	HENDRY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 100,030.00**		**$ 20,797.08**		**$ 36,399.86**
KELLY ROBERTS ROAD OVER BUCKHORN CREEK (BRIDGE NO. 64122)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	464	CY	$ 475.00	$ 220,400.00	$ 59.85	$ 27,770.40	$ 96.30	$ 44,683.20
3	Filter Fabric	196	SY	$ 87.00	$ 17,052.00	$ 62.07	$ 12,165.72	$ 125.58	$ 24,613.68
4	Rip-Rap (18" Depth)	117	SY	$ 550.00	$ 64,350.00	$ 113.92	$ 13,328.64	$ 200.00	$ 23,400.00
5	MOT	1	LS	$ 9,250.00	$ 9,250.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	KELLY ROBERTS ROAD BRIDGE BID SUBTOTAL				**$ 323,552.00**		**$ 73,873.14**		**$ 97,696.88**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 13,500.00	$ 13,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	115	SY	$ 95.00	$ 10,925.00	$ 15.41	$ 1,772.15	$ 21.74	$ 2,500.10
	KELLY ROBERTS ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 24,425.00**		**$ 5,447.65**		**$ 5,000.10**
DANSBY ROAD OVER TROUBLESOME CREEK (BRIDGE NO. 64035)									
1	Embankment (Placement and Compaction)	223	CY	$ 475.00	$ 105,925.00	$ 62.45	$ 13,926.35	$ 96.00	$ 21,408.00
2	Erosion and Sediment Control	1	LS	$ 7,500.00	$ 7,500.00	$ 3,675.50	$ 3,675.50	$ 1,500.00	$ 1,500.00
3	Filter Fabric	177	SY	$ 87.00	$ 15,399.00	$ 62.68	$ 11,094.36	$ 156.00	$ 27,612.00
4	Rip-Rap (10" Depth)	98	SY	$ 425.00	$ 41,650.00	$ 115.77	$ 11,345.46	$ 200.00	$ 19,600.00
	DANSBY ROAD BRIDGE BID SUBTOTAL				**$ 170,474.00**		**$ 40,041.67**		**$ 70,120.00**
	BID ALTERNATES								
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 9,525.00	$ 9,525.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
3	Rip-Rap (18" Depth to replace 10" Depth)	177	SY	$ 550.00	$ 97,350.00	$ 110.68	$ 19,590.36	$ 200.00	$ 35,400.00
	DANSBY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 119,375.00**		**$ 40,198.74**		**$ 39,400.00**
FUSSELL ROAD OVER BARR RANCH (BRIDGE NO. 64088)									
1	Mobilization/Demobilization	1	LS	$ 13,000.00	$ 13,000.00	$ 13,102.61	$ 13,102.61	$ 2,500.00	$ 2,500.00
2	Sediment Removal (includes offsite disposal)	148	CY	$ 1,225.00	$ 181,300.00	$ 73.09	$ 10,817.32	$ 33.78	$ 4,999.44
3	Replace Timber Posts and Connections (20 Total)	1	LS	$ 37,250.00	$ 37,250.00	$ 8,254.38	$ 8,254.38	$ 5,000.00	$ 5,000.00
	FUSSELL ROAD BRIDGE BID SUBTOTAL				**$ 231,550.00**		**$ 32,174.31**		**$ 12,499.44**

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 12,125.00	$ 12,125.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
2	MOT	1	LS	$ 15,450.00	$ 15,450.00	$ 7,176.99	$ 7,176.99	$ 1,000.00	$ 1,000.00
	FUSSELL ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 27,575.00**		**$ 10,852.49**		**$ 2,000.00**
MURPHY ROAD OVER OAK CREEK (BRIDGE NO. 64125)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	63	CY	$ 475.00	$ 29,925.00	$ 75.16	$ 4,735.08	$ 96.00	$ 6,048.00
3	Erosion and Sediment Control	1	LS	$ 11,500.00	$ 11,500.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
4	Filter Fabric	75	SY	$ 87.00	$ 6,525.00	$ 71.26	$ 5,344.50	$ 156.00	$ 11,700.00
5	Rip Rap (18" Depth)	75	SY	$ 550.00	$ 41,250.00	$ 119.00	$ 8,925.00	$ 200.00	$ 15,000.00
	MURPHY ROAD BRIDGE BID SUBTOTAL				**$ 101,700.00**		**$ 36,111.47**		**$ 36,248.00**
	BID ALTERNATES								
1	MOT	1	LS	$ 7,650.00	$ 7,650.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
	MURPHY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 7,650.00**		**$ 7,176.99**		**$ 1,500.00**
SWEETWATER ROAD OVER CHARLEY CREEK (BRIDGE NO. 60036)									
1	Mobilization/Demobilization	1	LS	$ 12,150.00	$ 12,150.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	143	CY	$ 650.00	$ 92,950.00	$ 65.25	$ 9,330.75	$ 96.00	$ 13,728.00
3	Selective Demolition (rip-rap and other reinforcement)	66	CY	$ 730.00	$ 48,180.00	$ 40.69	$ 2,685.54	$ 109.09	$ 7,199.94
4	Rip Rap (18" Depth)	143	SY	$ 550.00	$ 78,650.00	$ 112.18	$ 16,041.74	$ 200.00	$ 28,600.00
5	Filter Fabric	143	SY	$ 87.00	$ 12,441.00	$ 64.18	$ 9,177.74	$ 156.00	$ 22,308.00
	SWEETWATER ROAD BRIDGE BID SUBTOTAL				**$ 244,371.00**		**$ 50,667.16**		**$ 74,335.94**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 11,125.00	$ 11,125.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 12,450.00	$ 12,450.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 23,575.00**		**$ 10,852.49**		**$ 5,000.00**
SWEETWATER ROAD OVER CHARLEY CREEK OVERFLOW (BRIDGE NO. 60037)									
1	Mobilization/Demobilization	1	LS	$ 21,250.00	$ 21,250.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	381	CY	$ 475.00	$ 180,975.00	$ 60.37	$ 23,000.97	$ 96.00	$ 36,576.00
3	Filter Fabric	5108	SF	$ 9.67	$ 49,394.36	$ 6.48	$ 33,099.84	$ 6.85	$ 34,989.80
4	Rip Rap (12" Depth)	456	SY	$ 425.00	$ 193,800.00	$ 106.82	$ 48,709.92	$ 144.74	$ 66,001.44
5	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
6	Tree Removal	1	LS	$ 9,750.00	$ 9,750.00	$ 5,830.26	$ 5,830.26	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID SUBTOTAL				**$ 467,294.36**		**$ 131,249.37**		**$ 145,067.24**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 16,500.00	$ 16,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	60	SY	$ 130.00	$ 7,800.00	$ 24.31	$ 1,458.60	$ 41.67	$ 2,500.20
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID ALTERNATES SUBTOTAL				**$ 24,300.00**		**$ 5,134.10**		**$ 5,000.20**
	TOTAL (BASE BID)				**$ 1,723,991.36**		**$ 437,212.83**		**$ 480,338.12**
	TOTAL (BASE BID PLUS BID ALTERNATES)				**$ 2,094,142.36**		**$ 550,493.11**		**$ 592,388.24**
Form 1: Proposal Checklist					X		X		X
Form 2: Company Qualifications Quesionnaire					X		X		X
Form 3: Certificate of Authority (complete one of two provided forms)					X		X		X
Form 4: Acknowledgement of Addenda					X		X		X
Form 5: Single Execution Affidavits-General Contracts					X		X		X
Form 6: Single Execution Affidavits-Federal Aid Contracts					X		X		X
Form 7: Dispute Disclosure					X		X		X
Form 8: Key Staff and Proposed Subcontractors					X		X		X
Form 9: Reference Letters					X		X		X
Form 10: IRS Form W-9					X		X		X
Form 11: Proof of Required Insurance					X		X		X
Form 12: Bid Security/Bid Bond (unless waived)					X		X		X
Form 13: Performance Bond & Payment Bond (unless waived)					NA		NA		NA
Form 14: ITB Schedule BID FORM					X		X		X
Form 15: Bidder Registration Form					NA		NA		NA

NOTES:

= Incorrect tabulation on contractor bid form.

1. Cobb Construciton did not acknowledge Addendum Nos. 8 and 9

HARDEE CLERK TO BOARD
JUL 22 '25 AM9:55

HARDEE COUNTY
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **HARDEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 412 W. Orange St. Room 103, Wauchula, FL 33873 (hereinafter referred to as "County"), and **Cobb Site Development, Inc.,** with its principal place of business at 401 S. 6th Avenue, Wauchula, FL 33873 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, in response to the County's Invitation To Bid 25-008, Contractor submitted a bid for the Project, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (Pricing) attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the Invitation To Bid 25-008, and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, the Work or Project consists of repairs of Hardee County bridges damaged by Hurricane Ian; and

WHEREAS, Contractor has represented to the County that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project and has agreed to provide the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved specifications prepared by the County and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Repairs of Hardee County Bridges Damaged by Hurricane Ian

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the County Manager or designee. The Notice to Proceed will not be issued until the Contractor's submission to County of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within one hundred eighty (180) calendar days from the date specified in the Notice to Proceed ("Substantial Completion").** Substantial Completion shall be defined for this purpose as the date on which the County receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within two hundred ten (210) calendar days from the date specified in the Notice to Proceed ('Final Completion").** The Final Completion date is defined as the date agreed to by the County when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to complete the Contract within the specified period of time, Contractor shall pay to County the sum of Three Hundred Dollars ($300.00) for each calendar day after the time specified in Section 2.2 for Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to County for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by County as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 County is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to County by Contractor exceeds monies due Contractor from County, Contractor shall be liable and shall immediately upon demand by County pay to County the amount of said excess.

2.5 In providing the Scope of Work and progress schedule, the Contractor represents and warrants that is has used due diligence to consider the consequences of any labor or material shortages or delivery lead time that may be caused by local or national conditions, including but not limited to COVID-19 impacts, and time requirements for procurement, installation, and construction completion and all of these factors have been considered and included in the schedule. Further, the Contractor shall not seek any price increases or time extensions as a result of COVID-19.

ARTICLE 3

CONTRACT PRICE

3.1 County shall pay to Contractor for the performance of the Work the fixed total lump sum of **Four hundred thirty-seven thousand, two hundred twelve dollars and eighty-three cents ($437,212.83)** in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract price shall include all applicable sales taxes as required by law.

3.2 County shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the County shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as County shall determine or County may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by County until final completion and acceptance of the Work by County. In the event there is a dispute between Contractor and County concerning a Pay Application, dispute resolution procedures shall be conducted by County commencing within 45 days of receipt of the disputed Payment Application. The County shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

3.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the County for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4 The payment of any Application for Payment by the County, including the final request for payment, does not constitute approval or acceptance by the County of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the County 's rights hereunder or at law or in equity.

3.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the County, and upon receipt of consent by any surety, County shall pay the remainder of the Contract Price and Retainage as recommended by the County's Project Consultant. Final payment is contingent upon receipt by County from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6 This Contract is subject to the condition precedents that: (i) County funds are available and budgeted for the Contract Price; (ii) the County secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the County Board of County Commissioners relative to the Project; and (iii) County Board of County Commissioners enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the County and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing),, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

4.4 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the

initiation of any work reflecting such change, this section shall not prohibit the issuance of Field Orders and Supplemental Instructions as provided for herein.

4.5 The Contract Administrator shall have the right to approve and issue Field Orders or Supplemental Instructions setting forth written interpretations, orders or instructions of the Contract Documents, and ordering minor changes in the Work execution, providing the Field Order or Supplemental Instructions involves no change in the Contract Price or the Contract Time.

4.6 Changes in the quantity or character of the Work within the Scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the County purchasing guidelines and as provided herein.

4.7 All changes to agreement must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All change orders with a value of $25,000 or more shall be approved in advance by the Board of County Commissioners. All Change Orders with a value of less than $25,000 shall be approved in advance by the County Manager.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the County harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by County and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of County and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

(e) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(f) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the County with Certificates of Insurance for all required

policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

(g) **Additional Insured.** The County is to be specifically included as an Additional Insured for the liability of the County resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(h) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(i) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** If required by the County, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to County the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by County and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted

accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to County.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the County does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the County and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by County is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to County, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, or County. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including County building permits.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, County may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from County, Contractor shall be liable and shall pay to County the amount of said excess promptly upon demand therefore by County. In the event it is adjudicated that County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by County for convenience as described below.

8.2 This Contract may be terminated by the County for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the County. In such event, the Contractor shall promptly submit to the County its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the County Manager.

9.2 **Contractor's Responsibility for Damages and Accidents.**

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by County and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County.

9.3 **Defective Work. Warranty and Guarantee.**

9.3.1 County shall have the authority to reject or disapprove Work which the County finds to be defective. If required by the County, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the County or its designee, County shall have the authority to cause the defective Work to be removed or corrected or make such repairs as may be necessary at Contractor's expense. Any expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the County prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to County all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the County or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the County Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the County.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 The County or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of County providing for retention and audit of records.

9.5.3 The right to access and examination of records stated herein and, in any subcontracts, shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4 The County may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the County Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **Public Records.**

9.6.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

9.6.2 Upon request from the County's custodian of public records, Contractor shall 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.6.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

9.6.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.6.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.6.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

9.6.7 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L. Rogers, Hardee County Clerk of Courts, 417 West Main Street Suite 214, Wauchula, FL 33873, (863) 773-4174, Ext. 7227, clerkminutes@hardeeclerk.com.**

9.7 **No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or

whether or not caused by County. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the County, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the County.

9.8 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to County to represent and act for Contractor and shall inform County, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep County informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the County. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the County, Contractor shall replace the unacceptable personnel with personnel acceptable to the County.

9.9 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.10 **Utilities.**

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to County. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.11 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. County shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.12 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by County at Contractor's expense.

9.13 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.14 **Public Entity Crimes Affidavit.**

Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.15 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.16 **Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees

of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.17 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the County. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the County.

9.18 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Hardee County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Hardee County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, County shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, County shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay County 's reasonable attorneys' fees and costs incurred in connection therewith.

9.19 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Hardee County, Florida.

9.20 **Waiver of Jury Trial.**

COUNTY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE

OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.21 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County:	Terry Atchley County Manager 412 West Orange Street, Room 103 Wauchula, Florida 33873
With a copy to:	Bryant Miller Olive P.A. Attn: Sarah Johnston Hardee County Attorney 412 West Orange Street, Room 103 Wauchula, Florida 33873
For The Contractor:	_____ Attention: _____ _____ _____

9.22 **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific: None

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

COUNTY:

HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida.

ATTEST:

Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
Two (2) of Three (3) Originals
Board Approved: 06/19/2025
Date Signed: 07/24/2025

Date Executed: _____

By: _____
Terry Atchley, County Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

Cobb Site Development, Inc

By: _____

Name: Kyle Cobb

Title: COO

Date Executed: 7th of July, 2025

ATTEST:

Cole Buchanan

By: Cole Buchanan

Title: Operations Manager

Hardee County FLORIDA

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
LOCKLAR ROAD OVER CHARLIE CREEK (BRIDGE NO. 64114)									
1	Mobilization/Demobilization	1	LS	$ 12,120.00	$ 12,120.00	$ 13,954.98	$ 13,954.98	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	135	CY	$ 475.00	$ 64,125.00	$ 65.71	$ 8,870.85	$ 96.30	$ 13,000.50
3	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
	LOCKLAR ROAD BRIDGE BID SUBTOTAL				**$ 88,370.00**		**$ 30,002.82**		**$ 16,750.50**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 15,830.00	$ 15,830.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
2	Filter Fabric	43	SY	$ 87.00	$ 3,741.00	$ 82.34	$ 3,540.62	$ 145.35	$ 6,250.05
3	Rip-Rap (18" Depth)	43	SY	$ 550.00	$ 23,650.00	$ 130.34	$ 5,604.62	$ 238.37	$ 10,249.91
	LOCKLAR ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 43,221.00**		**$ 12,820.74**		**$ 17,749.96**
HENDRY ROAD OVER GUM SWAMP (BRIDGE NO. 64085)									
1	Mobilization/Demobilization	1	LS	$ 9,250.00	$ 9,250.00	$ 15,436.62	$ 15,436.62	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	16	CY	$ 475.00	$ 7,600.00	$ 127.23	$ 2,035.68	$ 212.50	$ 3,400.00
3	MOT	1	LS	$ 19,100.00	$ 19,100.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
4	Erosion and Sediment Control	1	LS	$ 16,750.00	$ 16,750.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
5	Filter Fabric	20	SY	$ 87.00	$ 1,740.00	$ 112.21	$ 2,244.20	$ 156.00	$ 3,120.00
6	Rip-Rap (10" Depth)	98	SY	$ 405.00	$ 39,690.00	$ 115.77	$ 11,345.46	$ 148.98	$ 14,600.04
7	Seeding	34	SY	$ 75.00	$ 2,550.00	$ 34.66	$ 1,178.44	$ 44.12	$ 1,500.08
	HENDRY ROAD BRIDGE BID SUBTOTAL				**$ 96,680.00**		**$ 43,092.89**		**$ 27,620.12**
	BID ALTERNATES								
1	Rip-Rap (18" Depth to replace 10" Depth)	176	SY	$ 550.00	$ 96,800.00	$ 110.72	$ 19,486.72	$ 200.00	$ 35,200.00
2	Sod (Pinned)	34	SY	$ 95.00	$ 3,230.00	$ 38.54	$ 1,310.36	$ 35.29	$ 1,199.86
	HENDRY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 100,030.00**		**$ 20,797.08**		**$ 36,399.86**
KELLY ROBERTS ROAD OVER BUCKHORN CREEK (BRIDGE NO. 64122)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	464	CY	$ 475.00	$ 220,400.00	$ 59.85	$ 27,770.40	$ 96.30	$ 44,683.20
3	Filter Fabric	196	SY	$ 87.00	$ 17,052.00	$ 62.07	$ 12,165.72	$ 125.58	$ 24,613.68
4	Rip-Rap (18" Depth)	117	SY	$ 550.00	$ 64,350.00	$ 113.92	$ 13,328.64	$ 200.00	$ 23,400.00
5	MOT	1	LS	$ 9,250.00	$ 9,250.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	KELLY ROBERTS ROAD BRIDGE BID SUBTOTAL				**$ 323,552.00**		**$ 73,873.14**		**$ 97,696.88**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 13,500.00	$ 13,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	115	SY	$ 95.00	$ 10,925.00	$ 15.41	$ 1,772.15	$ 21.74	$ 2,500.10
	KELLY ROBERTS ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 24,425.00**		**$ 5,447.65**		**$ 5,000.10**
DANSBY ROAD OVER TROUBLESOME CREEK (BRIDGE NO. 64035)									
1	Embankment (Placement and Compaction)	223	CY	$ 475.00	$ 105,925.00	$ 62.45	$ 13,926.35	$ 96.00	$ 21,408.00
2	Erosion and Sediment Control	1	LS	$ 7,500.00	$ 7,500.00	$ 3,675.50	$ 3,675.50	$ 1,500.00	$ 1,500.00
3	Filter Fabric	177	SY	$ 87.00	$ 15,399.00	$ 62.68	$ 11,094.36	$ 156.00	$ 27,612.00
4	Rip-Rap (10" Depth)	98	SY	$ 425.00	$ 41,650.00	$ 115.77	$ 11,345.46	$ 200.00	$ 19,600.00
	DANSBY ROAD BRIDGE BID SUBTOTAL				**$ 170,474.00**		**$ 40,041.67**		**$ 70,120.00**
	BID ALTERNATES								
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 9,525.00	$ 9,525.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
3	Rip-Rap (18" Depth to replace 10" Depth)	177	SY	$ 550.00	$ 97,350.00	$ 110.68	$ 19,590.36	$ 200.00	$ 35,400.00
	DANSBY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 119,375.00**		**$ 40,198.74**		**$ 39,400.00**
FUSSELL ROAD OVER BARR RANCH (BRIDGE NO. 64088)									
1	Mobilization/Demobilization	1	LS	$ 13,000.00	$ 13,000.00	$ 13,102.61	$ 13,102.61	$ 2,500.00	$ 2,500.00
2	Sediment Removal (includes offsite disposal)	148	CY	$ 1,225.00	$ 181,300.00	$ 73.09	$ 10,817.32	$ 33.78	$ 4,999.44
3	Replace Timber Posts and Connections (20 Total)	1	LS	$ 37,250.00	$ 37,250.00	$ 8,254.38	$ 8,254.38	$ 5,000.00	$ 5,000.00
	FUSSELL ROAD BRIDGE BID SUBTOTAL				**$ 231,550.00**		**$ 32,174.31**		**$ 12,499.44**

Hardee County
FLORIDA

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 12,125.00	$ 12,125.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
2	MOT	1	LS	$ 15,450.00	$ 15,450.00	$ 7,176.99	$ 7,176.99	$ 1,000.00	$ 1,000.00
	FUSSELL ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 27,575.00**		**$ 10,852.49**		**$ 2,000.00**
MURPHY ROAD OVER OAK CREEK (BRIDGE NO. 64125)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	63	CY	$ 475.00	$ 29,925.00	$ 75.16	$ 4,735.08	$ 96.00	$ 6,048.00
3	Erosion and Sediment Control	1	LS	$ 11,500.00	$ 11,500.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
4	Filter Fabric	75	SY	$ 87.00	$ 6,525.00	$ 71.26	$ 5,344.50	$ 156.00	$ 11,700.00
5	Rip Rap (18" Depth)	75	SY	$ 550.00	$ 41,250.00	$ 119.00	$ 8,925.00	$ 200.00	$ 15,000.00
	MURPHY ROAD BRIDGE BID SUBTOTAL				**$ 101,700.00**		**$ 36,111.47**		**$ 36,248.00**
	BID ALTERNATES								
1	MOT	1	LS	$ 7,650.00	$ 7,650.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
	MURPHY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 7,650.00**		**$ 7,176.99**		**$ 1,500.00**
SWEETWATER ROAD OVER CHARLEY CREEK (BRIDGE NO. 60036)									
1	Mobilization/Demobilization	1	LS	$ 12,150.00	$ 12,150.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	143	CY	$ 650.00	$ 92,950.00	$ 65.25	$ 9,330.75	$ 96.00	$ 13,728.00
3	Selective Demolition (rip-rap and other reinforcement)	66	CY	$ 730.00	$ 48,180.00	$ 40.69	$ 2,685.54	$ 109.09	$ 7,199.94
4	Rip Rap (18" Depth)	143	SY	$ 550.00	$ 78,650.00	$ 112.18	$ 16,041.74	$ 200.00	$ 28,600.00
5	Filter Fabric	143	SY	$ 87.00	$ 12,441.00	$ 64.18	$ 9,177.74	$ 156.00	$ 22,308.00
	SWEETWATER ROAD BRIDGE BID SUBTOTAL				**$ 244,371.00**		**$ 50,667.16**		**$ 74,335.94**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 11,125.00	$ 11,125.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 12,450.00	$ 12,450.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 23,575.00**		**$ 10,852.49**		**$ 5,000.00**
SWEETWATER ROAD OVER CHARLEY CREEK OVERFLOW (BRIDGE NO. 60037)									
1	Mobilization/Demobilization	1	LS	$ 21,250.00	$ 21,250.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	381	CY	$ 475.00	$ 180,975.00	$ 60.37	$ 23,000.97	$ 96.00	$ 36,576.00
3	Filter Fabric	5108	SF	$ 9.67	$ 49,394.36	$ 6.48	$ 33,099.84	$ 6.85	$ 34,989.80
4	Rip Rap (12" Depth)	456	SY	$ 425.00	$ 193,800.00	$ 106.82	$ 48,709.92	$ 144.74	$ 66,001.44
5	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
6	Tree Removal	1	LS	$ 9,750.00	$ 9,750.00	$ 5,830.26	$ 5,830.26	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID SUBTOTAL				**$ 467,294.36**		**$ 131,249.37**		**$ 145,067.24**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 16,500.00	$ 16,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	60	SY	$ 130.00	$ 7,800.00	$ 24.31	$ 1,458.60	$ 41.67	$ 2,500.20
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID ALTERNATES SUBTOTAL				**$ 24,300.00**		**$ 5,134.10**		**$ 5,000.20**
	TOTAL (BASE BID)				**$ 1,723,991.36**		**$ 437,212.83**		**$ 480,338.12**
	TOTAL (BASE BID PLUS BID ALTERNATES)				**$ 2,094,142.36**		**$ 550,493.11**		**$ 592,388.24**
Form 1: Proposal Checklist					X		X		X
Form 2: Company Qualifications Quesionnaire					X		X		X
Form 3: Certificate of Authority (complete one of two provided forms)					X		X		X
Form 4: Acknowledgement of Addenda					X		X		X
Form 5: Single Execution Affidavits-General Contracts					X		X		X
Form 6: Single Execution Affidavits-Federal Aid Contracts					X		X		X
Form 7: Dispute Disclosure					X		X		X
Form 8: Key Staff and Proposed Subcontractors					X		X		X
Form 9: Reference Letters					X		X		X
Form 10: IRS Form W-9					X		X		X
Form 11: Proof of Required Insurance					X		X		X
Form 12: Bid Security/Bid Bond (unless waived)					X		X		X
Form 13: Performance Bond & Payment Bond (unless waived)					NA		NA		NA
Form 14: ITB Schedule BID FORM					X		X		X
Form 15: Bidder Registration Form					NA		NA		NA

NOTES:

= Incorrect tabulation on contractor bid form.

1. Cobb Construciton did not acknowledge Addendum Nos. 8 and 9

Article 11

Additional Provisions

The following provisions and related affidavit/s shall be controlling in the event of a conflict.

1. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

2. **No Affiliation with Foreign Countries of Concern.** By executing this Agreement and each and every renewal (if renewal is separately provided for herein), if this Agreement would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Contractor certifies, represents, and warrants that: (a) Contractor is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of or has its principal place of business in a foreign country of concern.

3. **No Issuance of Identification Documents.** Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

4. **Anti-Human Trafficking.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Contractor will provide to the County an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with Hardee County, Florida (the "County").

The undersigned, on behalf of Cobb Site Development, Inc. ("Contractor"), hereby attests as follows:

1) Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
   a) **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
   b) **"Labor"** means work of economic or financial value.
   c) **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
2) Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: Kyle Cobb Date: 07/21/25
Printed Name: Kyle Cobb Title: COO

STATE OF Florida
COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of July, 2025, by Kyle Cobb, as COO on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Col Buchanan
Signature of Notary Public
Cole Buchanan
Name of Notary Typed, Printed or Stamped
My Commission Expires: 06/02/29

COLE BUCHANAN
Commission # HH 676607
Expires June 2, 2029

HARDEE CLERK TO BOARD
JUN 24 '25 AM11:27

RESOLUTION NO. 2025-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-008 FOR THE REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER COBB SITE DEVELOPMENT, INC., IN AN ESTIMATED AMOUNT OF $437,212.83; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-008 (the "ITB No. 25-008") seeking bids for the repairs of Hardee County bridges damaged by Hurricane Ian (the "Services"); and

WHEREAS, on April 22, 2025, three sealed bids were received from Cobb Site Development, Inc., Cathcart Construction Company, and EO Koch Construction; and

WHEREAS, upon review of the bids it was determined that Cobb Site Development, Inc. was the lowest responsive and responsible bidder in an estimated amount of $437,212.83; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award ITB No. 25-008 for the repairs of the Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc. and authorize the County Manager to execute an agreement, and any renewal options, in an estimated amount of $437,212.83.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Award. That the Board hereby awards ITB No. 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

Section 3. Authorization. That the Board hereby authorizes the County Manager to enter into an agreement, including any renewal options, with Cobb Site Development, Inc. in an estimated amount of $437,212.83, for the repairs of Hardee County bridges damaged by Hurricane Ian, subject to the County Attorney's approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 19th day of June 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Chairman

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 06/19/2025
Date Signed: 06/26/2025

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HARDEE

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF Resolution No. 2025.50 AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY THE 19 DAY OF June, 2025
WITNESS MY HAND AND OFFICIAL SEAL THIS 23 DAY OF July, 2025.
VICTORIA L. ROGERS, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
BY: Haley Pleger D.C.

NOTICE OF AWARD

Date of Issuance:	May 1, 2025		
Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Bidder:	Cobb Site Development, Inc.		
Bidder's Address:	401 S. 6th Avenue, Wauchula, FL 33873		

You are notified that Owner has accepted your Bid dated **April 8, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repairs to Hardee County Bridges Damaged by Hurricane Ian

The Contract Price of the awarded Contract is **$437,212.83** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Hardee County Board of County Commissioners**

By *(signature)*: Russell A. Melendy

Name *(printed)*: Russell A. Melendy

Title: Chair

Copy: Engineer

EJCDC® C-510, Notice of Award.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

HARDEE CLERK TO BOARD
JUN 24 '25 AM11:28

NOTICE OF AWARD

Date of Issuance:	May 1, 2025		
Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Bidder:	Cobb Site Development, Inc.		
Bidder's Address:	401 S. 6th Avenue, Wauchula, FL 33873		

You are notified that Owner has accepted your Bid dated **April 8, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repairs to Hardee County Bridges Damaged by Hurricane Ian

The Contract Price of the awarded Contract is **$437,212.83** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Hardee County Board of County Commissioners**

By *(signature)*: Terry Atchley

Name *(printed)*: Terry Atchley

Title: County Manager

Copy: Engineer

EJCDC® C-510, Notice of Award.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AGENDA ITEM NO. 12.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	Resolution 2025-67 - IDA Membership Structure

SUGGESTED ACTION:

- Motion to approve Resolution 2025-67, A Resolution of the Board of County Commissioners of Hardee County, Florida increasing members of the Hardee County Industrial Development Authority to provide for ex-officio and appointed members; providing for appointment and composition of members; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Resolution IDA Membership Amendment 2025 DRAFT.docx
HC IDA BRIEF Reso back-up - Granicus.pdf
Resolution 1984-10.pdf
Resolution 1996-31.pdf
Resolution 2001-23.pdf
Resolution 2002-49.pdf
Resolution 2008-31.pdf
Resolution 2012-18.pdf
Resolution 2015-12.pdf
Resolution 2023-50.pdf
FS 125 Part I.pdf
FS 159 Part II.pdf
FS 189.pdf

RESOLUTION NO. 2025-67

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA INCREASING MEMBERS OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY TO PROVIDE FOR EX-OFFICIO AND APPOINTED MEMBERS; PROVIDING FOR APPOINTMENT AND COMPOSITION OF MEMBERS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County (the "County") Board of County Commissioners ("the Board") created the Hardee County Industrial Development Authority (the "IDA") by adoption of Resolution No. 84-10 for the purpose of fostering economic development in the County; and

WHEREAS, the IDA is a dependent special district authorized to carry out the transaction of business and exercise authority as provided for in Chapter 159.44-159.43, Florida Statutes; and

WHEREAS, the Board has adopted various resolutions amending the membership, and composition of the IDA; and

WHEREAS, the Board desires to increase the members of the IDA to include Board members as ex-officio members to integrate and align the functions, governance and oversight of the IDA and the County for the purpose of fostering economic development in the County.

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

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **IDA Membership.** That the IDA membership shall be:

a. Not less than three (3) members and not more than five (5) members that shall be appointed by the Board. The appointed members shall be residents and electors of the County with consideration of the following areas of industry representation: Housing and Construction, Business and County Workforce, Financial, Agriculture, Real Estate, and individuals with a substantial and demonstrable interest in the County's economic development.

b. The members of the Hardee County Board of County Commissioners shall serve as ex-officio voting members with full authority and powers of the IDA board, as provided by law.
c. Members that are currently appointed shall continue to serve the remainder of the current term.

Section 3. **Terms, Removal, And Vacancies.**

a. The appointment term, removal and filling of vacancies shall be in accordance with Section 159.45, F.S.

Section 4. **Powers and Duties.** The IDA Board shall retain all powers granted under Chapter 159, Part III, F.S., including but not limited to:

a. Issuance of industrial development revenue bonds;
b. Promotion and advancement of economic development within the County;
c. Approval and oversight of IDA projects and expenditures;
d. Authority to enter into contracts, agreements; and
e. Those additional powers provided for in section 159.47, F.S.

Section 5. **Conflicts.** All Sections or parts of Sections of all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict

Section 6. **Severability.** That the provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part

Section 7. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this ___ day of _____, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

_____
Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

Hardee County IDA Governance Restructure Briefing Packet

Part 1 – Public Accountability & Governance Improvement Plan

Why We Are Proposing This Restructure

- The Industrial Development Authority (IDA) is a vital engine for economic growth in Hardee County,and it should be governed with the same level of accountability, transparency, and strategic oversight as any other public entity.
- Our current structure includes a nonprofit (EDC) acting on behalf of the IDA, creating a dual-board environment that is complex, redundant, and less transparent.
- As stewards of taxpayer funds, it is our responsibility to align operations directly under public oversight.

What This Restructure Will Do

- Streamline Governance: The IDA will now be governed directly by the five elected BOCC members, ensuring greater accountability to the public.
- Balance Public Oversight and Private Expertise: Up to five community members will also serve on the board, providing expertise with-in identified sectors.
- Eliminate Conflicts: We are removing the relationship where the non-profit board (EDC) recommends funding to the special district board (IDA) while comprising the same people.
- Keep What's Working: All existing contracts, grants, and assets stay intact. No disruption to operations, only stronger alignment.
- Enhance Transparency: With all five BOCC members informed and engaged, public trust in economic development decisions increases dramatically.
- Respond to State Oversight: With the Florida Division of Governmental Oversight and Evaluation (DOGE), raising the bar for fiscal clarity, this structure meets the moment with better documentation and traceability.

- Empower the Public: Because BOCC members now serve on the board, voters have a direct and visible voice in how development incentives and funds are managed.

Why Now

- The IDA is undergoing a leadership change
- Everything perfectly aligns with a new budget year
- The County is beginning the removal of non-profit funding
- The State is going through an economic change and all funding is being streamlined for efficiency, not only in Hardee County.

Part 2 – Governance and Administrative Implementation Plan. (The Specifics)

Statutes and documents reviewed in determining the following option.

- F.S. 125 (County Government) specifically Part 1 County Commission Powers
- F.S. 159 (Bond Financing and Industrial Development Authorities) specifically part II
- F.S. 189 (Special Districts)
- All County Resolutions related to the IDA.

The IDA was created by Resolution as empowered by the Legislature (It was not a special act of the legislature) this means the Board can repeal or change all or portions of the resolution at will.

Restructure of the IDA governance

1. Restructure the IDA board to include the 5 elected commissioners as ex officio and then 3 to 5 members as appointed by the BOCC and outline criteria.
2. Have the IDA management employed by the IDA, as special district employees.
3. The Board would employ the IDA Administrator and that person would oversee the employees, following the normal administrative form of local government.

What this would accomplish

1. Increase oversight and direct accountability by placing elected officials on the board while maintaining meaningful business and industry input.
2. Improve financial understanding and risk awareness among Boards members, critical given the increased scrutiny and audit pressures from the Florida Department of Financial Services' Division of Governmental Oversight and Evaluation (DOGE).
3. Preserve all existing agreements, contracts, and property ownerships under the IDA's legal structure.
4. Align with the County's current momentum of reducing non-profit funding and eliminating the need to transfer public funds to a nonprofit organization for administrative functions.
5. Dissolve the redundant and complex dual-board relationship between the IDA and the EDC, which approved funding for itself using public dollars.

6. Enhance public trust and transparency by ensuring that the entire BOCC is fully informed of IDA operations, in real time. And the BOCC is completely engaged in shaping the future of the County.

7. Create a clearer, more accountable path for public input, as voters have a direct influence through their elected commissioners.

8. Establish a streamlined and centralized governance model that aligns with typical practices for dependent special districts.

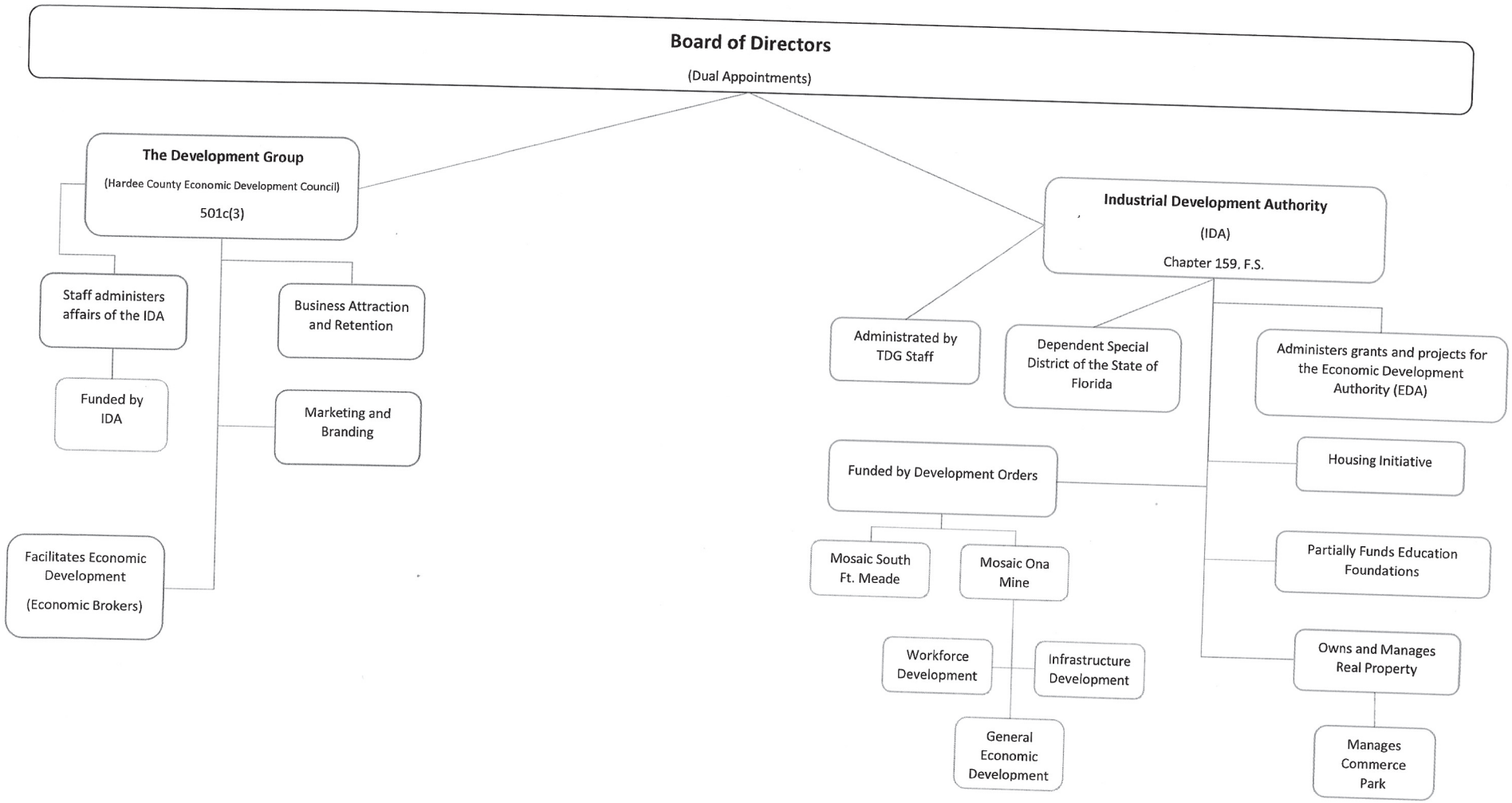
Authority of the BOCC to make this change

1. Statutory authority to change the Board would be in Chapter 159 part II.

2. Because the IDA is created by resolution, it can also be dissolved or changed by repealing that resolution, per home rule authority as well as specific authority in Chapter 189.071 which states, the Commission can dissolve a dependent special district. Although this outline does not contemplate dissolution.

Steps to take

- The BOCC adopt a resolution formally restructuring the IDA Board.
- Repeal all conflicting past resolutions.
- Recruit and hire an Administrator to manage daily operations.
- Solicit applications for 3–5 at-large board members. (As a gesture of good will, the BOCC could automatically consider current Board members unless they wanted to be excluded.)
- Select and appoint the at large board members.
- Start the transfer of any property of the EDC to the IDA. (This would be very minimal and would mostly consist of items like computer equipment and/or software subscriptions.)
- Set general administrative items like meeting schedules.


Board of Directors
(Dual Appointments)
The Development Group
(Hardee County Economic Development Council)
501c(3)
Staff administers affairs of the IDA
Funded by IDA
Business Attraction and Retention
Marketing and Branding
Facilitates Economic Development
(Economic Brokers)
Industrial Development Authority
(IDA)
Chapter 159, F.S.
Administrated by TDG Staff
Dependent Special District of the State of Florida
Administers grants and projects for the Economic Development Authority (EDA)
Funded by Development Orders
Housing Initiative
Mosaic South Ft. Meade
Mosaic Ona Mine
Partially Funds Education Foundations
Workforce Development
Infrastructure Development
Owns and Manages Real Property
General Economic Development
Manages Commerce Park

RESOLUTION NO. 84- 10

WHEREAS, the Board of County Commissioners of Hardee County, Florida has the authority under Chapter 159, Florida Statutes; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida has received a petition by more than 25 residents of Hardee County requesting the appointment of an Industrial Development Authority and has determined that there is a need for such an authority to foster the economic development of Hardee County;

NOW THEREFORE be it resolved by the Board of Commissioners of Hardee County, Florida that the Hardee County Industrial Development Authority is hereby created and such Industrial Development Authority shall be composed of five members to be appointed by the Board of County Commissioners of Hardee County. The members of the IDA shall be residents and electors of Hardee County and shall serve for 4 years, except that the initial appointees shall serve as follows: One member shall be appointed for one year, one member shall be appointed for two years, one member shall be appointed for three years, and two members shall be appointed for four year terms. Upon appointment the IDA shall elect a Chairman and Vice-Chairman to be reappointed on an annual basis and the IDA may have the authority to appoint a secretary or such other officers as may be necessary to carry out the duties and functions of the authority. The authority shall operate in accordance with Chapter 159, Florida Statutes, and shall report to the Hardee County Board of County Commissioners either in person or through its minutes on at least a bi-monthly basis.

DATED this 9th day of FEBRUARY , 1984.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

John Roy Gough, Chairman

Attest:

Coleman W. Best, Clerk

HARDEE COUNTY, FLORIDA

RESOLUTION NO. 96-31

A RESOLUTION ESTABLISHING THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY BY AN AUTHORITY OF THE POWERS CONFERRED BY FLORIDA STATUTES 159.44-159.53

WHEREAS, the Board of County Commissioners of Hardee County, Florida has the authority under Chapter 159.44-159.53, Florida Statutes, to create an Industrial Development Authority; and

WHEREAS, the Hardee County Board of County Commissioners declares that there is a definite need for an Industrial Development Authority (hereinafter referred to as "IDA") to function in Hardee County to promote industry and foster economic development of Hardee County; and

WHEREAS, in 1984 the Hardee County Board of County Commissioners adopted Resolution 84-10 which states the Board had received a petition from more than 25 residents of Hardee County requesting the appointing of an IDA; and

WHEREAS, the IDA is encouraged to cooperate and work with industrial development agencies, chambers of commerce, and other local, state and federal agencies having responsibilities in the field of industrial development; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hardee County, Florida that there is a need for in the County and there is hereby created the Hardee County Industrial Development Authority. The number of directors shall be seven (7). Of the initial board of directors, two shall serve for 4 years, two for 3 years, two for 2 years and one for 1 year and in each case until his or her

successor is appointed and has qualified. Thereafter, members shall serve for terms of 4 years each a member or members to succeed those whose terms expire. A member of the board of directors shall be eligible for reappointment. The method of appointment of the Directors of the Corporation shall be appointment by the Hardee County Board of County Commissioners. Any member of the authority may be removed by the commission for misfeasance, malfeasance, or willful neglect of duty. Each member of the authority, before entering upon his or her duties shall take and subscribe the oath or affirmation required by the State Constitution. A record of each such oath shall be filed with the Department of State and with the clerk.

The authority shall annually elect one of its members as chair and one as vice chair and may also appoint a secretary who shall serve at the pleasure of the authority and receive such compensation as shall be fixed by the authority.

The secretary shall keep a record of the proceedings of the authority and shall be custodian of all books and records.

A majority of the members of the authority shall constitute a quorum, and the affirmative vote of a majority of the members present shall be necessary for any action taken by the authority. The authority shall operate in accordance with Chapter 159.44-159.53, Florida Statutes.

PASSED AND DULY ADOPTED in regular session, by the BOARD OF COUNTY

COMMISSIONERS OF HARDEE COUNTY, FLORIDA, this 5th day of September, 1996.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

BENNY W. ALBRITTON, CHAIRMAN

ATTEST:

Margaret W. Henderson, D.C.
COLEMON W. BEST, CLERK

HARDEE COUNTY, FLORIDA

RESOLUTION NO. 01-23

A RESOLUTION AMENDING RESOLUTION 96-31 ESTABLISHING THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY BY AN AUTHORITY OF THE POWERS CONFERRED BY FLORIDA STATUTES 159.44-159.53

WHEREAS, on the 5th day of September, 1996, the Board of County Commissioners of Hardee County, Florida, adopted Resolution 96-31 establishing the Industrial Development Authority by an authority of powers conferred by Sections 159.44 - 159.53, Florida Statutes; and

WHEREAS, Resolution 96-31, provides that the number of Directors for the Hardee County Industrial Development Authority shall be seven (7); and

WHEREAS, the Hardee County Board of County Commissioners desires to amend Resolution 96-31 to reduce the number of Directors from seven to five and the term of the Directors.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hardee County, Florida that Resolution 96-31 is hereby amended to reduce the number of Directors on the Hardee County Industrial Development Authority from seven (7) to five (5). The term of the Board of Directors shall be as follows: two shall serve for 4 years, one for 3 years, one for 2 years and one for 1 year.

PASSED AND DULY ADOPTED in regular session, by the BOARD OF COUNTY

COMMISSIONERS OF HARDEE COUNTY, FLORIDA, this 12th day of April, 2001.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

CLIFTON "NICK" TIMMERMAN, CHAIRMAN

ATTEST:

B. HUGH BRADLEY, CLERK

HARDEE COUNTY
RESOLUTION 02-49

A RESOLUTION AMENDING RESOLUTION 01-23 AMENDING THE NUMBER OF DIRECTORS OF THE HARDEE COUNTY INDUSTRIAL AUTHORITY BY AN AUTHORITY OF THE POWERS CONFERRED BY FLORIDA STATUTES 159.44 – 159.53

WHEREAS, on the 5th day of September 1996, the Board of County Commissioners of Hardee County, Florida adopted Resolution 96-31 establishing the Industrial Development Authority by an authority of powers conferred by Sections 159.44 – 159.53, Florida Statutes; and

WHEREAS, on the 12th day of April, 2001, the Board of County Commissioners of Hardee County, Florida, adopted Resolution 01-23 amending Resolution 96-31 reducing the number of Directors for the Hardee County Industrial Development Authority from seven (7) to five (5) and amending the term of the Directors; and

WHEREAS, the Hardee County Board of County Commissioners desires to amend Resolution 01-23 to increase the number of Directors from five (5) to seven (7) and the term of the Directors; and

NOW, THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners of Hardee County, Florida that Resolution 01-23 is hereby amended to increase the number of Directors on the Hardee County Industrial Development Authority from five (5) to seven (7). The term of the Board of Directors shall be as follows: two shall serve for 4 years, two 3 years, two for 2 years and one for 1 year.

PASSED AND DULY ADOPTED in regular session this 05th day of September, 2002.

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WALTER B. OLLIFF, JR., CHAIRMAN

ATTEST:

B. HUGH BRADLEY
Ex Officio Clerk of the
County Commission

Resolution 02-49 IDA membership res and ord

HARDEE COUNTY
RESOLUTION 08-31

A RESOLUTION AMENDING RESOLUTION 02-49 AMENDING THE NUMBER OF DIRECTORS OF THE HARDEE COUNTY INDUSTRIAL AUTHORITY BY INCREASING THE NUMBER OF DIRECTORS FROM SEVEN (7) TO NINE (9) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on the 5th day of September 1996, the Board of County Commissioners of Hardee County, Florida adopted Resolution 96-31 establishing the Industrial Development Authority by an authority of powers conferred by Sections 159.44 – 159.53, Florida Statutes; and

WHEREAS, on the 12th day of April 2001, the Board of County Commissioners of Hardee County, Florida, adopted Resolution 01-23 amending Resolution 96-31 reducing the number of Directors for the Hardee County Industrial Development Authority from seven (7) to five (5) and amending the term of the Directors; and

WHEREAS, on the 5th day of September 2002, the Board of County Commissioners of Hardee County, Florida adopted Resolution 02-49 amending Resolution 01-23 amending the number of directors of the Hardee County Industrial Development Authority from five (5) to seven (7); and

WHEREAS, the Hardee County Board of County Commissioners desires to amend Resolution 02-49 to increase the number of Directors from seven (7) to nine (9).

NOW, THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners of Hardee County, Florida that Resolution 02-49 is hereby amended to increase the number of Directors on the Hardee County Industrial Development Authority from seven (7) to nine (9) with one Director's initial term being two (2) years and the other Director being one (1) year. Thereafter, the Director's shall serve terms of four (4) years.

PASSED AND DULY ADOPTED in regular session this 28th day of August, 2008.

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS

DALE JOHNSON, CHAIRMAN

ATTEST:

B. HUGH BRADLEY **9/2/2008**
Ex-Officio Clerk to the Board

Resolution 08-31 IDA membership res and ord

08-28-08P02:25 RCVD
09-02-08A11:35 RCVD

HARDEE COUNTY
RESOLUTION 12-18

09-06-12A11:16 RCVD

A RESOLUTION AMENDING RESOLUTION 08-31 TO INCREASE THE NUMBER OF MEMBERS OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY TO NO LESS THAN NINE (9) AND NOT TO EXCEED THIRTEEN (13) AND ESTABLISHING TERMS FOR SAME; RESTATING THE NEED FOR EXPANSION OF MEMBERS; PROVIDING FOR INTERCHANGING OF THE USE OF THE TERM "DIRECTOR" AND "MEMBER;" AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, FS Chapter 159.45 provides: In each county, there is hereby created a local governmental body as a public body corporate and politic to be known as the "---(*Hardee)* County Industrial Development Authority," the Board of County Commissioners of Hardee County, Florida, has the authority to authorize need for the Authority to function in order to carry out the transaction of business or exercise any power under Chapter 159.44-159.53, Florida; and

WHEREAS, the Hardee County Board of County Commissioners has previously authorized the Authority to function in the transaction of business and exercise of any power under Chapter 159.44-159.53, Florida Statutes, of the Hardee County Industrial Development Authority by citizen petition through resolution (84-10) in 1984 and by Commission restatement and expansion of resolution and membership changes in 1996 (96-31), and membership changes in 2001 (01-23), 2002 (02-49) and 2008 (08-31); and

WHEREAS, the IDA is encouraged to cooperate and work with industrial development agencies, chamber of commerce, and other local, state and federal agencies having responsibilities in the field of industrial development.

NOW, THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners of Hardee County, Florida, that the IDA, having perpetual succession as a body politic in FS 159.47(a), has a need for the expansion of membership in the

County from time to time, and the number of members shall be changed from nine (9) to no less than nine (9), not to exceed thirteen (13) (all of which shall be members of the Economic Development Council). The existing members shall continue in their respective terms, three new appointees shall assume the remainder of present unexpired term vacancies and all other appointees above nine (9) (all of which shall also be members of the Economic Development Council) shall be appointed with staggered terms creating reasonable equal distribution appointment terms for vacancy or expansion as set forth in 159.45(3).

For purposes of this and all resolutions with respect to the Industrial Development Authority, "director" and "member" shall be interchangeable as used herein and therein.

PASSED AND DULY ADOPTED in regular session this 06th day of September, 2012.

HARDEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
MINOR L. BRYANT, CHAIRMAN

ATTEST:

B. Hugh Bradley
B. HUGH BRADLEY 9/7/2012
Ex-Officio Clerk to the Board

HARDEE COUNTY
RESOLUTION 15-12

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, TO SET THE NUMBER OF MEMBERS OF THE HARDEE COUNTY INDUSTIAL DEVELOPMENT AUTHORITY TO NO LESS THAN FIVE (5); STATING THE IDEAL NUMBER TO BE SEVEN (7); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, F.S. Chapter 159.45 provides in each county there is hereby created a local governmental body as a public body corporate and politic to be known as the "Hardee County Industrial Development Authority." The Board of County Commissioners of Hardee County, Florida, has the authority to authorize need for the Authority to function in order to carry out the transaction of business or exercise any power under Chapter 159.44-159.53; and

WHEREAS, the Hardee County Board of County Commissioners has previously authorized the Authority to function in the transaction of business and exercise of any power under Chapter 159.44-159.53, Florida Statutes, of the Hardee County Industrial Development Authority by citizen petition through Resolution (84-10) in 1984 and by Commission restatement and expansion of resolution and membership changes in 1996 (96-31), and membership changes in 2001 (01-23), 2002 (02-49), 2008 (08-31) and 2012 (12-18).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, THAT:

SECTION 1. The above-stated recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. There shall be no less than five (5) members of the Hardee County Industrial Development Authority at any given time. Each member shall also be a director of the Hardee County Economic Development Council, Inc. The ideal number of members is seven (7), and the goal of this Board will be to maintain membership at seven (7) members. However, this goal shall be met through attrition, resignation or removal for cause, if applicable, and the Board of County Commissioners reserves the right to not fill open seats. A vacancy requiring

the appointment of a new member occurs only when the total number of members drops below 5 (five).

SECTION 3. To the extent any prior resolution adopted is not consistent with any provision hereof, the same is repealed to the extent of the inconsistency.

SECTION 4. This resolution shall take effect immediately upon adoption.

DULY APPROVED AND ADOPTED this 19th day of March 2015, by the Hardee County Board of County Commissioners.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
MIKE THOMPSON, Chairperson

ATTEST:

By: Victoria L. Rogers
VICTORIA L. ROGERS, EX-OFFICIO CLERK
TO THE BOARD OF COUNTY COMMISSIONERS
DATED: MARCH 23, 2015

HARDEE CLERK TO BOARD
JUL 12 '23 AM9:05

RESOLUTION NO. 2023-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, ESTABLISHING OBJECTIVES FOR THE COMPOSITION OF THE MEMBERS OF THE HARDEE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY; REPEALING ALL RESOLUTIONS AND RULES OF PROCEDURE INCONSISTENT WITH THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hardee County (the "County") Board of County Commissioners ("the Board") created the Hardee County Industrial Development Authority (the "IDA") by adoption of Resolution No. 84-10 for the purpose of fostering economic development in the County; and

WHEREAS, the Board has authorized the IDA to carry out the transaction of business and exercise authority as provided for in Chapter 159.44-159.43, Florida Statutes; and

WHEREAS, the roles and responsibilities of the IDA requires a particular degree of knowledge and expertise on the part of its members to best accomplish the purpose of fostering economic development; and

WHEREAS, Resolution No. 15-12 set the membership of the IDA as no less than five (5) members and stated the ideal membership is seven (7) members; and

WHEREAS, the Board deems is desirable to establish objectives for the composition of the IDA in consideration of the purpose of fostering economic development; and

WHEREAS, a diversified membership comprised of individuals representing certain areas of industry is beneficial to support and facilitate the objectives of the Board and IDA; and

WHEREAS, the Board shall consider the following areas of industry representation when selecting and appointing members of the IDA:

- Healthcare;
- Housing and Construction;
- Business and the County Workforce;
- Financial;

- Agriculture; and
- Individuals with a recognizable and substantial stake in the future of the County's economic development; and,

WHEREAS, the Board finds that it would be in the best interests of the residents of the County to establish objectives for the composition of the IDA members.

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

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. IDA Membership Composition. The Hardee County Board of County Commissioners shall consider the following areas of industry representation when selecting and appointing members of the IDA:

- Healthcare;
- Housing and Construction;
- Business and the County Workforce;
- Financial;
- Agriculture; and
- Individuals with a recognizable and substantial stake in the future of the County's economic development.

Section 3. Repeal. All resolutions and Rules of Procedures inconsistent with this Resolution as adopted herein are repealed.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this **6th** day of **July**, 2023 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Noey A. Flores
Chairman

ATTEST:

SEAL

Victoria L. Rogers

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 07/06/2023
Date : 07/12/2023

APPROVED AS TO FORM:

WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
COUNTY ATTORNEY

CHAPTER 125
COUNTY GOVERNMENT

PART I
COUNTY COMMISSIONERS: POWERS AND DUTIES
(ss. 125.001-125.59)

PART II
SELF-GOVERNMENT
(ss. 125.60-125.691)

PART III
COUNTY ADMINISTRATION
(ss. 125.70-125.74)

PART IV
OPTIONAL COUNTY CHARTERS
(ss. 125.80-125.88)

PART V
CHILDREN'S SERVICES
(ss. 125.901, 125.902)

PART VI
VOLUNTEERS
(ss. 125.9501-125.9506)

PART I
COUNTY COMMISSIONERS:
POWERS AND DUTIES

125.001 Board meetings; notice.
125.01 Powers and duties.
125.0101 County may contract to provide services to municipalities and special districts.
125.01015 Office of the sheriff.
125.0102 Sign ordinances.
125.0103 Ordinances and rules imposing price controls.
125.0104 Tourist development tax; procedure for levying; authorized uses; referendum; enforcement.
125.01045 Prohibition of fees for first responder services.
125.01047 Rules and ordinances relating to towing services.
125.0105 Service fee for dishonored check.
125.01055 Affordable housing.
125.0107 Ordinances relating to possession or sale of ammunition.
125.0108 Areas of critical state concern; tourist impact tax.

125.0109 Family day care homes; local zoning regulation.
125.011 Definitions.
125.012 Project facilities; general powers and duties.
125.013 General obligation bonds; revenue bonds.
125.014 Title designation of authority.
125.015 Acquisition of facilities from municipalities.
125.0156 Restrictions on identification documents.
125.016 Ad valorem tax.
125.0167 Discretionary surtax on documents; adoption; application of revenue.
125.0168 Special assessments levied on recreational vehicle parks regulated under chapter 513.
125.017 Administrative agents.
125.018 Rules and regulations.
125.019 Exemption from taxation; immunity.
125.022 Development permits and orders.
125.023 Temporary shelter prohibition.
125.0231 Public camping and public sleeping.
125.025 County-municipality consolidated governments; additional powers.
125.029 County park entrance fee discounts.
125.031 Lease or lease-purchases of property for public purposes.
125.045 County economic development powers.
125.15 To sue and be sued in the name of county.
125.17 Clerk.
125.221 Holding of court and meeting of grand jury; place other than courthouse.
125.222 Auxiliary county offices, court proceedings.
125.27 Countywide forest fire protection; authority of the Florida Forest Service; state funding; county fire control assessments; disposition; equipment donations.
125.271 Emergency medical services; county emergency medical service assessments.
125.275 Countywide air quality protection; authority of counties designated as nonattainment areas; preemption of municipal ordinances.
125.325 Loans to public agencies authorized.
125.3401 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by county.
125.35 County authorized to sell real and personal property and to lease real property.
125.355 Proposed purchase of real property by county; confidentiality of records; procedure.
125.37 Exchange of county property.
125.379 Disposition of county property for affordable housing.
125.38 Sale of county property to United States, or state.
125.39 Nonapplicability to county lands acquired for specific purposes.
125.411 Conveyance of land by county.
125.42 Water, sewage, gas, power, telephone, other utility, and television lines within the right-of-way limits of county roads and highways.
125.421 Telecommunications services.
125.485 Utility services; nonpayment of charges by former occupant of rental unit; county action limited.
125.488 Ordinances, regulations, and policies concerning temporary underground power panels.
125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.
125.561 Amateur radio antennas; construction in conformance with federal requirements.
125.563 Abatement of water pollution and shore erosion of inland lakes.
125.568 Conservation of water; Florida-friendly landscaping.
125.569 Sanitary sewer lateral inspection programs for counties.

125.571 Permit may not be required for owner to paint residence.
125.5801 Criminal history record checks for certain county employees and appointees.
125.581 Certain local employment registration prohibited.
125.585 Employee assistance programs; public records exemption.
125.59 Special grand jury fund.

125.001 Board meetings; notice.—

(1) Upon the giving of due public notice, regular and special meetings of the board may be held at any appropriate public place in the county.

(2) The board may hold joint meetings with the governing body or bodies of one or more adjacent counties or municipalities to discuss matters regarding land development, economic development, or any other matters of mutual interest at any appropriate public place within the jurisdiction of any participating county or municipality only if the board provides due public notice within the jurisdiction of all participating municipalities and counties.

(a) To participate in a joint public meeting, the governing body of a county or municipality must first adopt a resolution authorizing such participation.

(b) No official vote may be taken at a joint meeting.

(c) A joint meeting may not take the place of any public hearing required by law.

History.—s. 3, ch. 71-305; s. 1, ch. 2016-148.

125.01 Powers and duties.—

(1) The legislative and governing body of a county shall have the power to carry on county government. To the extent not inconsistent with general or special law, this power includes, but is not restricted to, the power to:

(a) Adopt its own rules of procedure, select its officers, and set the time and place of its official meetings.

(b) Provide for the prosecution and defense of legal causes in behalf of the county or state and retain counsel and set their compensation.

(c) Provide and maintain county buildings.

(d) Provide fire protection, including the enforcement of the Florida Fire Prevention Code, as provided in ss. 633.206 and 633.208, and adopt and enforce local technical amendments to the Florida Fire Prevention Code as provided in those sections and pursuant to s. 633.202.

(e) Provide hospitals, ambulance service, and health and welfare programs.

(f) Provide parks, preserves, playgrounds, recreation areas, libraries, museums, historical commissions, and other recreation and cultural facilities and programs.

(g) Prepare and enforce comprehensive plans for the development of the county.

(h) Establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public.

(i) Adopt, by reference or in full, and enforce housing and related technical codes and regulations.

(j) Establish and administer programs of housing, slum clearance, community redevelopment, conservation, flood and beach erosion control, air pollution control, and navigation and drainage and cooperate with governmental agencies and private enterprises in the development and operation of such programs.

(k)1. Provide and regulate waste and sewage collection and disposal, water and alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems, and conservation programs.

2. The governing body of a county may require that any person within the county demonstrate the existence of some arrangement or contract by which such person will dispose of solid waste in a manner consistent with county ordinance or state or federal law. For any person who will produce special wastes or biomedical waste, as the same may be defined by state or federal law or county ordinance, the county may require satisfactory proof of a contract or similar arrangement by which such special or biomedical wastes will be collected by a qualified and duly licensed collector and disposed of in accordance with the laws of Florida or the Federal Government.

(l) Provide and operate air, water, rail, and bus terminals; port facilities; and public transportation systems.

(m) Provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities; eliminate grade crossings; regulate the placement of signs, lights, and other structures within the right-of-way limits of the county road system; provide and regulate parking facilities; and develop and enforce plans for the control of traffic and parking. Revenues derived from the operation of toll roads, bridges, tunnels, and related facilities may, after provision has been made for the payment of operation and maintenance expenses of such toll facilities and any debt service on indebtedness incurred with respect thereto, be utilized for the payment of costs related to any other transportation facilities within the county, including the purchase of rights-of-way; the construction, reconstruction, operation, maintenance, and repair of such transportation facilities; and the payment of indebtedness incurred with respect to such transportation facilities.

(n) License and regulate taxis, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire that operate in the unincorporated areas of the county; except that any constitutional charter county as defined in s. 125.011(1) shall on July 1, 1988, have been authorized to have issued a number of permits to operate taxis which is no less than the ratio of one permit for each 1,000 residents of said county, and any such new permits issued after June 4, 1988, shall be issued by lottery among individuals with such experience as a taxi driver as the county may determine.

(o) Establish and enforce regulations for the sale of alcoholic beverages in the unincorporated areas of the county pursuant to general law.

(p) Enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions.

(q) Establish, and subsequently merge or abolish those created hereunder, municipal service taxing or benefit units for any part or all of the unincorporated area of the county, within which may be provided fire protection; law enforcement; beach erosion control; recreation service and facilities; water; alternative water supplies, including, but not limited to, reclaimed water and water from aquifer storage and recovery and desalination systems; streets; sidewalks; street lighting; garbage and trash collection and disposal; waste and sewage collection and disposal; drainage; transportation; indigent health care services; mental health care services; and other essential facilities and municipal services from funds derived from service charges, special assessments, or taxes within such unit only. Subject to the consent by ordinance of the governing body of the affected municipality given either annually or for a term of years, the boundaries of a municipal service taxing or benefit unit may include all or part of the boundaries of a municipality. If ad valorem taxes are levied to provide essential facilities and municipal services within the unit, the millage levied on any parcel of property for municipal purposes by all municipal service taxing units and the municipality may not exceed 10 mills. This paragraph authorizes all counties to levy additional taxes, within the limits fixed for municipal purposes, within such municipal service taxing units under the authority of the second sentence of s. 9(b), Art. VII of the State Constitution.

(r) Levy and collect taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit, and special assessments; borrow and expend money; and issue bonds, revenue certificates, and other obligations of indebtedness, which power shall be exercised in such manner, and subject to such limitations, as may be provided by general law. There shall be no referendum required for the levy by a county of ad valorem taxes, both for county purposes and for the providing of municipal services within any municipal service taxing unit.

1. Notwithstanding any other provision of law, a county may not levy special assessments on lands classified as agricultural lands under s. 193.461 unless the revenue from such assessments has been pledged for debt service and is necessary to meet obligations of bonds or certificates issued by the county which remain outstanding on July 1, 2023, including refundings thereof for debt service savings where the maturity of the debt is not extended. For bonds or certificates issued after July 1, 2023, special assessments securing such bonds may not be levied on lands classified as agricultural under s. 193.461.

2. The provisions of subparagraph 1. do not apply to residential structures and their curtilage.

(s) Make investigations of county affairs; inquire into accounts, records, and transactions of any county department, office, or officer; and, for these purposes, require reports from any county officer or employee and the production of official records.

(t) Adopt ordinances and resolutions necessary for the exercise of its powers and prescribe fines and penalties for the violation of ordinances in accordance with law.

(u) Create civil service systems and boards.

(v) Require every county official to submit to it annually, at such time as it may specify, a copy of the official's operating budget for the succeeding fiscal year.

(w) Perform any other acts not inconsistent with law, which acts are in the common interest of the people of the county, and exercise all powers and privileges not specifically prohibited by law.

(x) Employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the county and its agencies and governmental subdivisions. Entities that are funded wholly or in part by the county, at the discretion of the county, may be required by the county to conduct a performance audit paid for by the county. An entity shall not be considered as funded by the county by virtue of the fact that such entity utilizes the county to collect taxes, assessments, fees, or other revenue. If an independent special district receives county funds pursuant to a contract or interlocal agreement for the purposes of funding, in whole or in part, a discrete program of the district, only that program may be required by the county to undergo a performance audit. Not fewer than five copies of each complete audit report, with accompanying documents, shall be filed with the clerk of the circuit court and maintained there for public inspection. The clerk shall thereupon forward one complete copy of the audit report with accompanying documents to the Auditor General.

(y) Place questions or propositions on the ballot at any primary election, general election, or otherwise called special election, when agreed to by a majority vote of the total membership of the legislative and governing body, so as to obtain an expression of elector sentiment with respect to matters of substantial concern within the county. No special election may be called for the purpose of conducting a straw ballot. Any election costs, as defined in s. 97.021, associated with any ballot question or election called specifically at the request of a district or for the creation of a district shall be paid by the district either in whole or in part as the case may warrant.

(z) Approve or disapprove the issuance of industrial development bonds authorized by law for entities within its geographic jurisdiction.

(aa) Use ad valorem tax revenues to purchase any or all interests in land for the protection of natural floodplains, marshes, or estuaries; for use as wilderness or wildlife management areas; for restoration of altered ecosystems; or for preservation of significant archaeological or historic sites.

(bb) Enforce the Florida Building Code as provided in s. 553.80 and adopt and enforce local technical amendments to the Florida Building Code as provided in s. 553.73(4).

(cc) Prohibit a business entity, other than a county tourism promotion agency, from using names as specified in s. 125.0104(9)(e) when representing itself to the public as an entity representing tourism interests of the county levying the local option tourist development tax under s. 125.0104.

(2) The board of county commissioners shall be the governing body of any municipal service taxing or benefit unit created pursuant to paragraph (1)(q).

(3)(a) The enumeration of powers herein may not be deemed exclusive or restrictive, but is deemed to incorporate all implied powers necessary or incident to carrying out such powers enumerated, including, specifically, authority to employ personnel, expend funds, enter into contractual obligations, and purchase or lease and sell or exchange real or personal property. The authority to employ personnel includes, but is not limited to, the authority to determine benefits available to different types of personnel. Such benefits may include, but are not limited to, insurance coverage and paid leave. The provisions of chapter 121 govern the participation of county employees in the Florida Retirement System.

(b) The provisions of this section shall be liberally construed in order to effectively carry out the purpose of this section and to secure for the counties the broad exercise of home rule powers authorized by the State Constitution.

(4) The legislative and governing body of a county shall not have the power to regulate the taking or possession of saltwater fish, as defined in s. 379.101, with respect to the method of taking, size, number, season, or species. However, this subsection does not prohibit a county from prohibiting, for reasons of protecting the public health, safety, or welfare, saltwater fishing from real property owned by that county, nor does it prohibit the imposition of excise taxes by county ordinance.

(5)(a) To an extent not inconsistent with general or special law, the governing body of a county shall have the power to establish, and subsequently merge or abolish those created hereunder, special districts to include both incorporated and unincorporated areas subject to the approval of the governing body of the incorporated area affected, within which may be provided municipal services and facilities from funds derived from service charges, special assessments, or taxes within such district only. Such ordinance may be subsequently amended by the same procedure as the original enactment.

(b) The governing body of such special district shall be composed of county commissioners and may include elected officials of the governing body of an incorporated area included in the boundaries of the special district, with the basis of apportionment being set forth in the ordinance creating the special district.

(c) It is declared to be the intent of the Legislature that this subsection is the authorization for the levy by a special district of any millage designated in the ordinance creating such a special district or amendment thereto and approved by vote of the electors under the authority of the first sentence of s. 9(b), Art. VII of the State Constitution. It is the further intent of the Legislature that a special district created under this subsection include both unincorporated and incorporated areas of a county and that such special district may not be used to provide services in the unincorporated area only.

(6)(a) The governing body of a municipality or municipalities by resolution, or the citizens of a municipality or county by petition of 10 percent of the qualified electors of such unit, may identify a service or program rendered specially for the benefit of the property or residents in unincorporated areas and financed from countywide revenues and petition the board of county commissioners to develop an appropriate mechanism to finance such activity for the ensuing fiscal year, which may be by taxes, special assessments, or service charges levied or imposed solely upon residents or property in the unincorporated area, by the establishment of a municipal service taxing or benefit unit pursuant to paragraph (1)(q), or by remitting the identified cost of service paid from revenues required to be expended on a countywide basis to the municipality or municipalities, within 6 months of the adoption of the county budget, in the proportion that the amount of county ad valorem taxes collected within such municipality or municipalities bears to the total amount of countywide ad valorem taxes collected by the county, or by any other method prescribed by state law.

(b) The board of county commissioners shall, within 90 days, file a response to such petition, which response shall either reflect action to develop appropriate mechanisms or shall reject such petition and state findings of fact demonstrating that the service does not specially benefit the property or residents of the unincorporated areas.

(7) No county revenues, except those derived specifically from or on behalf of a municipal service taxing unit, special district, unincorporated area, service area, or program area, shall be used to fund any service or project provided by the county when no real and substantial benefit accrues to the property or residents within a municipality or municipalities.

(8)(a) Each sheriff shall designate at least one parking lot at the sheriff's office, or a substation thereof, as a neutral safe exchange location at which parents who exercise time-sharing pursuant to a parenting plan or time-sharing schedule may meet to exchange the minor child.

(b) Each parking lot designated as a neutral safe exchange location must have a purple light or a sign on the parking lot premises to clearly identify the designated area as a neutral safe exchange location. The neutral safe exchange location must:

1. Be accessible 24 hours a day, 7 days a week;

2. Provide adequate lighting and an external video surveillance system that records continuously, 24 hours a day, 7 days a week; and

3. Provide at least one camera that is fixed on the parking lot, is able to record the area in the vicinity of the purple light or sign during both day and night, records images that clearly and accurately display the time and date, and retains video surveillance recordings or images for at least 45 days.

(c) A county, a sheriff, a law enforcement officer, or an employee of the designated safe exchange location is not liable for civil damages for any act or omission relating to an incident arising out of a meeting to exchange a minor child at a safe exchange location pursuant to this subsection.

History.—s. 1, ch. 1882, 1872; s. 1, ch. 3039, 1877; RS 578; GS 769; s. 1, ch. 6842, 1915; RGS 1475; CGL 2153; s. 1, ch. 59-436; s. 1, ch. 69-265; ss. 1, 2, 6, ch. 71-14; s. 2, ch. 73-208; s. 1, ch. 73-272; s. 1, ch. 74-150; ss. 1, 2, 4, ch. 74-191; s. 1, ch. 75-63; s. 1, ch. 77-33; s. 1, ch. 79-87; s. 1, ch. 80-407; s. 1, ch. 83-1; s. 17, ch. 83-271; s. 12, ch. 84-330; s. 2, ch. 87-92; s. 1, ch. 87-263; s. 9, ch. 87-363; s. 2, ch. 88-163; s. 18, ch. 88-286; s. 2, ch. 89-273; s. 1, ch. 90-175; s. 1, ch. 90-332; s. 1, ch. 91-238; s. 1, ch. 92-90; s. 1, ch. 93-207; s. 41, ch. 94-224; s. 31, ch. 94-237; s. 1, ch. 94-332; s. 1433, ch. 95-147; s. 1, ch. 95-323; s. 41, ch. 96-397; s. 42, ch. 97-13; s. 2, ch. 2000-141; s. 34, ch. 2001-186; s. 36, ch. 2001-266; s. 3, ch. 2001-372; s. 20, ch. 2002-281; s. 1, ch. 2003-78; ss. 27, 28, ch. 2003-415; s. 184, ch. 2008-247; s. 2, ch. 2011-143; s. 122, ch. 2013-183; s. 1, ch. 2014-7; s. 1, ch. 2016-89; s. 7, ch. 2021-201; s. 21, ch. 2022-142; s. 1, ch. 2023-157; s. 4, ch. 2024-226.

125.0101 County may contract to provide services to municipalities and special districts.—

(1) It is the legislative intent of this act to permit counties to contract for services with municipalities and special districts as provided by s. 4, Art. VIII of the State Constitution.

(2) In addition to the powers enumerated in this chapter, the legislative and governing body of a county shall have the power to contract with a municipality or special district within the county for fire protection, law enforcement, library services and facilities, beach erosion control, recreation services and facilities, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage, transportation, and other essential facilities and municipal services. Such services shall be funded as agreed upon between the county and the municipality or special district. This section shall not be construed to authorize the county to impose any service charge or special assessment or to levy any tax within the municipality or special district, nor shall this section be construed to authorize the creation of a municipal service taxing unit within such area.

(3) Municipalities and special districts are hereby authorized and empowered to enter into service contracts pursuant to this section.

(4) Except as otherwise provided in this section, the powers granted by this section shall not be deemed to be a limitation of powers already existing but shall be deemed to be cumulative.

(5) This section shall not apply to any county operating under a home rule charter adopted pursuant to ss. 10, 11, and 24, Art. VIII of the State Constitution of 1885, as preserved by s. 6(e), Art. VIII of the State Constitution.

History.—ss. 1, 2, ch. 80-47.

125.01015 Office of the sheriff.—

(1) As required by s. 1(d), Art. VIII of the State Constitution, there shall be an elected sheriff in each county in this state. Unless otherwise provided in this section, a county, as defined in s. 125.011(1), shall, as required by s. 6(g), Art. VIII of the State Constitution, elect a sheriff. The board of county commissioners of any such county must ensure the successful transfer of the exclusive policing responsibility and authority to the sheriff in areas of the county for which the sheriff has responsibility.

(2) To ensure the successful transfer of the exclusive policing responsibility and authority to the sheriff in a county, as defined in s. 125.011(1), the board of county commissioners shall:

(a) Before the election of the sheriff:

1. Develop and approve a budget for the office of the sheriff for the county fiscal year in which the election will be held and the sheriff will take office. The budget must adequately fund the office so that the sheriff may properly perform all of his or her duties upon taking office. The budget must be consistent with the requirements of s. 30.49. The budget for the fiscal year in which the sheriff-elect will take office must take into consideration the sheriff's initial budget requirements, as mitigated by the transfer of assets from existing county departments to the office of the sheriff.

2. Conduct an inventory and audit of all assets, and any associated liabilities, of a county department that presently performs any function that will be performed or administered by the elected sheriff in order to mitigate initial funding requirements and eliminate duplicate funding. Based on the inventory and audit, the county must determine which of those assets, and any associated liabilities, shall be transferred to the office of the sheriff upon the sheriff-elect taking office. The inventory and audit must be completed before the county adopts its budget for the county fiscal year in which the sheriff will take office. The inventory and audit must be published on the county's

website at least 60 days before the county adopts its budget for the county fiscal year in which the sheriff will take office.

3. Provide funding in the budget approved by the county for the county fiscal year in which the sheriff will take office to purchase all basic necessary operating equipment, including, but not limited to, furniture, fixtures, and equipment, as well as information technology hardware and software that is not specifically designated for transfer from the county to the office of the sheriff, based on the inventory and audit required under subparagraph 2., or otherwise provided to the new office of the sheriff by the county through an interlocal agreement as described in sub-subparagraph (b)6.d.

(b) After the election of the sheriff is certified:

1. Provide funding for all of the necessary staff and office space for the sheriff-elect to establish an independent office of the sheriff, so that the office may effectively operate and perform all of the functions required by general law when the sheriff-elect takes office.

2. Provide funding for the sheriff-elect to select any necessary insurances not provided by the county through the interlocal agreement required under sub-subparagraph 6.d. to allow the sheriff to effectively operate and perform all of the functions required by general law when he or she takes office.

3. Provide funding for the sheriff-elect to establish bank and other accounts, as necessary, in his or her official capacity as sheriff, so that such accounts become operational when he or she takes office.

4. Unless otherwise transferable based on existing surety bonds for the sheriff's deputies, provide funding for and facilitate procurement of the required surety bonds for deputy sheriffs pursuant to s. 30.09, so that such bonds are in place when the sheriff-elect takes office.

5. Prepare and deliver to the office of the sheriff all documents, property, and other items listed in subsection (4).

6. Notwithstanding any provision to the contrary, for a term commencing on January 7, 2025, and ending on or after September 30, 2028, provide the sheriff-elect taking office with, and require the sheriff-elect taking office to use, not less than the substantially and materially same support services, facilities, office space, and information technology infrastructure provided to county offices or departments performing the duties to be performed by the sheriff-elect upon taking office in the 1-year period before he or she takes office.

a. As used in this subparagraph, the term "support services" includes:

(I) Property and facilities, and the management and maintenance for such property and facilities.

(II) Communications infrastructure, including telephone and Internet connectivity.

(III) Risk management, including processing, adjusting, and payment of all claims and demands, including those made under s. 768.28. The county shall provide the sheriff with all required general liability, property, and other insurance coverage through its self-insurance program, a self-insurance risk pool, or commercial insurance. If the county provides insurance through a self-insurance program, the county must also provide the sheriff with commercial stop-loss coverage in an amount and with a self-insured retention agreed upon by the sheriff and the county.

(IV) Legal representation and advice through the office of the county attorney for all claims, demands, and causes of action brought against the sheriff, his or her deputies, or other personnel in their official and individual capacities, while acting in their official and individual capacities, including any required outside counsel due to conflicts of interest. This sub-sub-subparagraph does not prohibit the sheriff from employing or retaining his or her own legal representation as he or she deems necessary.

(V) Purchasing and procurement services using procedures under the laws and ordinances applicable to the county for purchases requiring competitive procurement.

(VI) Budget and fiscal software and budget development services.

(VII) Human resource services, including, but not limited to, facilitation of the hiring process, including employee applicant screening and employee applicant background checks, and employee benefit administration. The county may provide human resource services to the sheriff. However, the sheriff is the employer of his or her employees, and the sheriff retains full and complete control and authority over the hiring of his or her employees and the terms and conditions of employment, including employee discipline and termination of employment. The provision of human resource services by the county to the sheriff does not create a joint-employer relationship. The sheriff's employees

shall remain members of the county's health insurance and workers' compensation plans for at least the term set forth in this subparagraph.

(VIII) Fleet management, including procurement of all vehicles and other mobile assets such as boats and aircraft, and all vehicle repair and maintenance.

b. As used in this subparagraph, the term "information technology infrastructure" includes:

(I) All hardware, including computers.

(II) Budget and fiscal software, including payroll and purchasing software.

(III) Computer-aided dispatch.

c. Under a cost allocation plan agreed to by the county and the sheriff, the sheriff shall pay the county for such support services and information technology infrastructure from his or her general fund budget, except for any support services and information technology infrastructure costs that general law otherwise and expressly requires the county to fund outside the sheriff's budget.

d. To satisfy compliance with this subsection and to establish the office of the sheriff in a manner that minimizes unnecessary financial expenditures, the county and the sheriff shall execute an interlocal agreement addressing the requirements of this subsection and other expenditures, including an appropriate phase-in period for identification of the sheriff's assets with the sheriff's markings to minimize the cost to taxpayers. The interlocal agreement shall have a term that ends no earlier than September 30, 2028, and may be amended, renewed, extended, or newly adopted at any time following the expiration or termination of the agreement. After the initial period ending no earlier than September 30, 2028, an interlocal agreement may be entered into between the county and the sheriff which provides for the same or different requirements as set forth in this subsection.

(3) After the election of the sheriff is certified but before he or she takes office, the sheriff-elect shall:

(a) Hire personnel to assist the sheriff-elect in establishing an independent office of the sheriff. The sheriff shall retain independence in the hiring of personnel. All personnel hired by the sheriff are employees of the sheriff and not the county. The sheriff shall retain authority and control over the terms and conditions of employment, including, but not limited to, procedures regarding employment, the setting of salaries, and the termination of employment. However, the sheriff must use county human resource services for the period of time established in the interlocal agreement entered into between the sheriff and the county as described in sub-subparagraph (2)(b)6.d.

(b) Establish bank and other accounts, as necessary, in the sheriff's official capacity, so that such accounts become operational when he or she takes office.

(c) Obtain all necessary insurance, or establish self-insurance, to take effect when the sheriff-elect takes office, unless the county provides such insurance under the interlocal agreement as described in sub-subparagraph (2)(b)6.d.

(d) Evaluate the budget and transfer of equipment, as described in this section, to determine whether the operating, capital, and personnel services budget is sufficient for the sheriff to operate and fulfill his or her constitutional and statutory responsibilities.

(e) Provide written notice of any funding deficiencies to the board of county commissioners. The board of county commissioners must respond to and reach an agreement with the sheriff-elect on funding requirements within 30 days after receipt of such written notice. If, after expiration of the 30-day period, an agreement has not been reached, the sheriff-elect may file an appeal by petition to the Administration Commission pursuant to s. 30.49(4)(a). The Administration Commission shall expedite its review and determination of such petition and render a decision within 90 days after such petition is filed.

(4) When the sheriff takes office, he or she shall take receipt or possession of any:

(a) Unexecuted writs and court processes, and must comply with s. 30.14(3) as to any levy made before taking receipt of such unexecuted writs and court processes.

(b) Property confiscated under the Florida Contraband Forfeiture Act, and must determine whether to pursue forfeiture proceedings under s. 932.704.

(c) Records, papers, documents, or other writings, including those concerning open investigations, necessary for the sheriff to perform his or her required duties.

(d) Property held in evidence by any county department relating to a case that is under the jurisdiction of the office of the sheriff.

(5) In any county, as defined in s. 125.011(1), required to elect a sheriff under s. 6(g), Art. VIII of the State Constitution, if the county provides contracted police services to any municipality in that county before the sheriff-elect takes office, upon taking office, the sheriff shall assume such contract. This subsection does not prevent a municipality from establishing its own police department or otherwise providing for police services as authorized by general law.

(6) If any provision of this section or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity does not affect any other provisions or applications of this section which can be given effect without the invalid provision or application, and to this end the provisions of this section are severable.

History.—s. 2, ch. 2023-156.

[1]**125.0102 Sign ordinances.**—Nothing in chapter 78-8, Laws of Florida, shall be deemed to supersede the rights and powers of municipalities and counties to establish sign ordinances; however, such ordinances shall not conflict with any applicable state or federal laws.

History.—s. 5, ch. 78-8.

[1]**Note.**—Also published at s. 166.0425.

[1]**125.0103 Ordinances and rules imposing price controls.**—

(1)(a) Except as hereinafter provided, a county, municipality, or other entity of local government may not adopt or maintain in effect an ordinance or a rule that has the effect of imposing price controls upon a lawful business activity that is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates; rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property; or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property or which may be charged for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance does not apply within such municipality.

(d) A county or municipality that has established maximum rates as described in paragraph (c) must publish such rates on its website and must establish a process for investigating and resolving complaints regarding fees charged in excess of such rates. In areas where no maximum rates as described in paragraph (c) have been established, the maximum rates established by the Division of Florida Highway Patrol under s. 321.051(2) apply.

(2) A municipality, county, or other entity of local government may not adopt or maintain in effect any law, ordinance, rule, or other measure that would have the effect of imposing controls on rents.

(3) Notwithstanding any other provisions of this section, municipalities, counties, or other entities of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

History.—ss. 1, 2, 3, 4, 5, 6, ch. 77-50; s. 71, ch. 79-400; s. 1, ch. 88-240; s. 2, ch. 90-283; s. 52, ch. 97-300; s. 4, ch. 98-324; s. 8, ch. 99-360; s. 33, ch. 2001-201; s. 1, ch. 2020-174; s. 2, ch. 2023-17; s. 1, ch. 2024-27.

[1]**Note.**—Section 43, ch. 2023-17, provides:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(2) This section expires July 1, 2026."

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 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 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.

(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; s. 9, ch. 2024-2.

125.01045 Prohibition of fees for first responder services.—

(1) A county may not impose a fee or seek reimbursement for any costs or expenses that may be incurred for services provided by a first responder, including costs or expenses related to personnel, supplies, motor vehicles, or equipment in response to a motor vehicle accident, except for costs to contain or clean up hazardous materials in quantities reportable to the Florida State Warning Point at the Division of Emergency Management, and costs for transportation and treatment provided by air ambulance services or emergency medical services vehicles, as those terms are defined in s. 401.23.

(2) As used in this section, the term "first responder" means a law enforcement officer as defined in s. 943.10, a firefighter as defined in s. 633.102, or an emergency medical technician or paramedic as defined in s. 401.23 who is employed by the state or a local government. A volunteer law enforcement officer, firefighter, or emergency medical technician or paramedic engaged by the state or a local government is also considered a first responder of the state or local government for purposes of this section.

History.—s. 1, ch. 2009-191; s. 123, ch. 2013-183; s. 6, ch. 2022-35.

125.01047 Rules and ordinances relating to towing services.—

(1) A county may not enact an ordinance or rule that would impose a fee or charge on an authorized wrecker operator, as defined in s. 323.002(1), or on a towing business for towing, impounding, or storing a vehicle or vessel. As used in this section, the term "towing business" means a business that provides towing services for monetary gain.

(2) The prohibition set forth in subsection (1) does not affect a county's authority to:

(a) Levy a reasonable business tax under s. 205.0315, s. 205.033, or s. 205.0535.

(b) Impose and collect a reasonable administrative fee or charge on the registered owner or other legally authorized person in control of a vehicle or vessel, not to exceed 25 percent of the maximum towing rate, to cover the cost of enforcement, including parking enforcement, by the county when the vehicle or vessel is towed from public property. An authorized wrecker operator or towing business may impose and collect the administrative fee or charge on behalf of the county and shall remit such fee or charge to the county only after it is collected.

(3)(a) This section does not apply to a towing or immobilization licensing, regulatory, or enforcement program of a charter county in which at least 90 percent of the population resides in incorporated municipalities, or to a charter county with at least 38 incorporated municipalities within its territorial boundaries as of January 1, 2020. This section does not affect a charter county's authority to:

1. Impose and collect towing operating license fees, license renewal fees, license extension fees, expedite fees, storage site inspection or reinspection fees, criminal background check fees, and tow truck decal fees, including decal

renewal fees, expedite fees, and decal replacement fees.

2. Impose and collect immobilization operating license fees, license extension fees, license renewal fees, expedite fees, and criminal background check fees.

3. Set maximum rates for the towing or immobilization of vehicles or vessels on private property, including rates based on different classes of towing vehicles, research fees, administrative fees, storage fees, and labor fees; rates for towing services performed or directed by governmental entities; road service rates; winch recovery rates; voluntary expediting fees for vehicle or vessel ownership verification; and to establish conditions in connection with the applicability or payment of maximum rates set for towing or immobilization of vehicles or vessels.

4. Impose and collect such other taxes, fees, or charges otherwise authorized by general law; special law; or county ordinance, resolution, or regulation.

(b) A charter county may impose and collect an administrative fee or charge as provided in paragraph (2)(b) but may not impose such fee or charge on a towing business or an authorized wrecker operator. If the charter county imposes such administrative fee or charge, the charter county may authorize a towing business or authorized wrecker operator to impose and collect such fee or charge on behalf of the county, and the towing business or authorized wrecker operator shall remit such fee or charge to the charter county only after it is collected.

(4)(a) Subsection (1) does not apply to a charter county that had a towing licensing, regulatory, or enforcement program in effect on January 1, 2020. However, such charter county may not impose any new business tax, fee, or charge that was not in effect as of January 1, 2020, on a towing business or an authorized wrecker operator.

(b) A charter county may impose and collect an administrative fee or charge as provided in paragraph (2)(b); however, it may not impose that fee or charge upon a towing business or an authorized wrecker operator. If such charter county imposes such administrative fee or charge, such fee or charge must be imposed on the registered owner or other legally authorized person in control of a vehicle or vessel. The fee or charge may not exceed 25 percent of the maximum towing rate to cover the cost of enforcement, including parking enforcement, by the charter county when the vehicle or vessel is towed from public property. The charter county may authorize an authorized wrecker operator or towing business to impose and collect the administrative fee or charge on behalf of the charter county, and the authorized wrecker operator or towing business shall remit such fee or charge to the charter county only after it is collected.

(c) For purposes of this subsection, the term "charter county" means a county as defined in s. 125.011(1).

History.—s. 2, ch. 2020-174.

125.0105 Service fee for dishonored check.— The governing body of a county may adopt a service fee not to exceed the service fees authorized under s. 832.08(5) or 5 percent of the face amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of money to a county official or agency. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if imposed, shall be retained by the collector of the fee.

History.—s. 2, ch. 75-56; s. 28, ch. 79-164; s. 1, ch. 86-51; s. 3, ch. 89-303; s. 3, ch. 91-211; s. 2, ch. 96-239.

125.01055 Affordable housing.—

(1) Notwithstanding any other provision of law, a county may adopt and maintain in effect any law, ordinance, rule, or other measure that is adopted for the purpose of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing or linkage fee ordinances.

(2) An inclusionary housing ordinance may require a developer to provide a specified number or percentage of affordable housing units to be included in a development or allow a developer to contribute to a housing fund or other alternatives in lieu of building the affordable housing units.

(3) An affordable housing linkage fee ordinance may require the payment of a flat or percentage-based fee, whether calculated on the basis of the number of approved dwelling units, the amount of approved square footage, or otherwise.

(4) In exchange for a developer fulfilling the requirements of subsection (2) or, for residential or mixed-use residential development, the requirements of subsection (3), a county must provide incentives to fully offset all costs to

the developer of its affordable housing contribution or linkage fee. Such incentives may include, but are not limited to:

(a) Allowing the developer density or intensity bonus incentives or more floor space than allowed under the current or proposed future land use designation or zoning;

(b) Reducing or waiving fees, such as impact fees or water and sewer charges; or

(c) Granting other incentives.

[1](5) Subsection (4) does not apply in an area of critical state concern, as designated in s. 380.0552.

[1](6) Notwithstanding any other law or local ordinance or regulation to the contrary, the board of county commissioners may approve the development of housing that is affordable, as defined in s. 420.0004, including, but not limited to, a mixed-use residential development, on any parcel zoned for commercial or industrial use, so long as at least 10 percent of the units included in the project are for housing that is affordable. The provisions of this subsection are self-executing and do not require the board of county commissioners to adopt an ordinance or a regulation before using the approval process in this subsection.

[2](7)(a) A county must authorize multifamily and mixed-use residential as allowable uses in any area zoned for commercial, industrial, or mixed use if at least 40 percent of the residential units in a proposed multifamily development are rental units that, for a period of at least 30 years, are affordable as defined in s. 420.0004. Notwithstanding any other law, local ordinance, or regulation to the contrary, a county may not require a proposed multifamily development to obtain a zoning or land use change, special exception, conditional use approval, variance, or comprehensive plan amendment for the building height, zoning, and densities authorized under this subsection. For mixed-use residential projects, at least 65 percent of the total square footage must be used for residential purposes.

(b) A county may not restrict the density of a proposed development authorized under this subsection below the highest currently allowed density on any unincorporated land in the county where residential development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed density" does not include the density of any building that met the requirements of this subsection or the density of any building that has received any bonus, variance, or other special exception for density provided in the county's land development regulations as an incentive for development.

(c) A county may not restrict the floor area ratio of a proposed development authorized under this subsection below 150 percent of the highest currently allowed floor area ratio on any unincorporated land in the county where development is allowed under the county's land development regulations. For purposes of this paragraph, the term "highest currently allowed floor area ratio" does not include the floor area ratio of any building that met the requirements of this subsection or the floor area ratio of any building that has received any bonus, variance, or other special exception for floor area ratio provided in the county's land development regulations as an incentive for development. For purposes of this subsection, the term "floor area ratio" includes floor lot ratio.

(d)1. A county may not restrict the height of a proposed development authorized under this subsection below the highest currently allowed height for a commercial or residential building located in its jurisdiction within 1 mile of the proposed development or 3 stories, whichever is higher. For purposes of this paragraph, the term "highest currently allowed height" does not include the height of any building that met the requirements of this subsection or the height of any building that has received any bonus, variance, or other special exception for height provided in the county's land development regulations as an incentive for development.

2. If the proposed development is adjacent to, on two or more sides, a parcel zoned for single-family residential use which is within a single-family residential development with at least 25 contiguous single-family homes, the county may restrict the height of the proposed development to 150 percent of the tallest building on any property adjacent to the proposed development, the highest currently allowed height for the property provided in the county's land development regulations, or 3 stories, whichever is higher. For the purposes of this paragraph, the term "adjacent to" means those properties sharing more than one point of a property line, but does not include properties separated by a public road.

(e) A proposed development authorized under this subsection must be administratively approved and no further action by the board of county commissioners is required if the development satisfies the county's land development regulations for multifamily developments in areas zoned for such use and is otherwise consistent with the

comprehensive plan, with the exception of provisions establishing allowable densities, floor area ratios, height, and land use. Such land development regulations include, but are not limited to, regulations relating to setbacks and parking requirements. A proposed development located within one-quarter mile of a military installation identified in s. 163.3175(2) may not be administratively approved. Each county shall maintain on its website a policy containing procedures and expectations for administrative approval pursuant to this subsection.

(f)1. A county must consider reducing parking requirements for a proposed development authorized under this subsection if the development is located within one-quarter mile of a transit stop, as defined in the county's land development code, and the transit stop is accessible from the development.

2. A county must reduce parking requirements by at least 20 percent for a proposed development authorized under this subsection if the development:

a. Is located within one-half mile of a major transportation hub that is accessible from the proposed development by safe, pedestrian-friendly means, such as sidewalks, crosswalks, elevated pedestrian or bike paths, or other multimodal design features; and

b. Has available parking within 600 feet of the proposed development which may consist of options such as on-street parking, parking lots, or parking garages available for use by residents of the proposed development. However, a county may not require that the available parking compensate for the reduction in parking requirements.

3. A county must eliminate parking requirements for a proposed mixed-use residential development authorized under this subsection within an area recognized by the county as a transit-oriented development or area, as provided in paragraph (h).

4. For purposes of this paragraph, the term "major transportation hub" means any transit station, whether bus, train, or light rail, which is served by public transit with a mix of other transportation options.

(g) For proposed multifamily developments in an unincorporated area zoned for commercial or industrial use which is within the boundaries of a multicounty independent special district that was created to provide municipal services and is not authorized to levy ad valorem taxes, and less than 20 percent of the land area within such district is designated for commercial or industrial use, a county must authorize, as provided in this subsection, such development only if the development is mixed-use residential.

(h) A proposed development authorized under this subsection which is located within a transit-oriented development or area, as recognized by the county, must be mixed-use residential and otherwise comply with requirements of the county's regulations applicable to the transit-oriented development or area except for use, height, density, floor area ratio, and parking as provided in this subsection or as otherwise agreed to by the county and the applicant for the development.

(i) Except as otherwise provided in this subsection, a development authorized under this subsection must comply with all applicable state and local laws and regulations.

(j)1. Nothing in this subsection precludes a county from granting a bonus, variance, conditional use, or other special exception for height, density, or floor area ratio in addition to the height, density, and floor area ratio requirements in this subsection.

2. Nothing in this subsection precludes a proposed development authorized under this subsection from receiving a bonus for density, height, or floor area ratio pursuant to an ordinance or regulation of the jurisdiction where the proposed development is located if the proposed development satisfies the conditions to receive the bonus except for any condition which conflicts with this subsection. If a proposed development qualifies for such bonus, the bonus must be administratively approved by the county and no further action by the board of county commissioners is required.

(k) This subsection does not apply to:

1. Airport-impacted areas as provided in s. 333.03.

2. Property defined as recreational and commercial working waterfront in s. 342.201(2)(b) in any area zoned as industrial.

(l) This subsection expires October 1, 2033.

(8) Any development authorized under paragraph (7)(a) must be treated as a conforming use even after the expiration of subsection (7) and the development's affordability period as provided in paragraph (7)(a),

notwithstanding the county's comprehensive plan, future land use designation, or zoning. If at any point during the development's affordability period the development violates the affordability period requirement provided in paragraph (7)(a), the development must be allowed a reasonable time to cure such violation. If the violation is not cured within a reasonable time, the development must be treated as a nonconforming use.

History.—s. 16, ch. 2001-252; s. 1, ch. 2019-165; s. 1, ch. 2020-27; s. 1, ch. 2022-176; s. 3, ch. 2023-17; s. 1, ch. 2024-188.

[1]**Note.**—Section 43, ch. 2023-17, provides:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(2) This section expires July 1, 2026."

[2]**Note.**—

A. Section 43, ch. 2023-17, provides:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(2) This section expires July 1, 2026."

B. Section 3, ch. 2024-188, provides that "[a]n applicant for a proposed development authorized under s. 125.01055(7) or s. 166.04151(7), Florida Statutes, who submitted an application, written request, or notice of intent to utilize such provisions to the county or municipality and which has been received by the county or municipality, as applicable, before the effective date of this act may notify the county or municipality by July 1, 2024, of its intent to proceed under the provisions of s. 125.01055(7) or s. 166.04151(7), Florida Statutes, as they existed at the time of submittal. A county or municipality shall allow an applicant who submitted such application, written request, or notice of intent before the effective date of this act the opportunity to submit a revised application, written request, or notice of intent to account for the changes made by this act."

125.0107 Ordinances relating to possession or sale of ammunition.—No county may adopt any ordinance relating to the possession or sale of ammunition. Any such ordinance in effect on June 24, 1983, is void.

History.—s. 2, ch. 83-253.

125.0108 Areas of critical state concern; tourist impact tax.—

(1)(a) Subject to the provisions of this section, any county creating a land authority pursuant to s. 380.0663(1) is authorized to levy by ordinance, in the area or areas within said county designated as an area of critical state concern pursuant to chapter 380, a tourist impact tax on the taxable privileges described in paragraph (b); however, if the area or areas of critical state concern are greater than 50 percent of the land area of the county, the tax may be levied throughout the entire county. Such tax shall not be effective unless and until land development regulations and a local comprehensive plan that meet the requirements of chapter 380 have become effective and such tax is approved by referendum as provided for in subsection (5).

(b)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, unless such establishment is exempt from the tax imposed by s. 212.03, is exercising a taxable privilege on the proceeds therefrom under this section.

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.

(c) The governing board of the county may, by passage of a resolution by four-fifths vote, repeal such tax.

(d) The tourist impact tax shall be levied at the rate of 1 percent of each dollar and major fraction thereof of the total consideration charged for such taxable privilege. 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.

(e) The tourist impact 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 taxable privilege.

(f) The tourist impact tax shall be charged by the person receiving the consideration for the taxable privilege, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such taxable privilege.

(g) A county that has levied the tourist impact tax authorized by this section in an area or areas designated as an area of critical state concern for at least 20 consecutive years prior to removal of the designation may continue to levy the tourist impact tax in accordance with this section for 20 years following removal of the designation. After expiration of the 20-year period, a county may continue to levy the tourist impact tax authorized by this section if the county adopts an ordinance reauthorizing levy of the tax and the continued levy of the tax is approved by referendum as provided for in subsection (5).

(2)(a) The person receiving the consideration for such taxable privilege and the person doing business within such area or areas of critical state concern or within the entire county, as applicable, shall receive, account for, and remit the tourist impact tax to the Department of Revenue at the time and in the manner provided for persons who collect and remit taxes under chapter 212. 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.

(b) 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 imposed and 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.

(c) 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 and the land authority in accordance with the provisions of subsection (3).

(d) The Department of Revenue is authorized to employ persons and incur other expenses for which funds are appropriated by the Legislature.

(e) The Department of Revenue is empowered to promulgate such rules and prescribe and publish such forms as may be necessary to effectuate the purposes of this section. The department is authorized to establish audit procedures and to assess for delinquent taxes.

(f) The estimated tax provisions contained in s. 212.11 do not apply to the administration of any tax levied under this section.

(3) All tax revenues received pursuant to this section, less administrative costs, shall be distributed as follows:

(a) Fifty percent shall be transferred to the land authority to be used in accordance with s. 380.0666 in the area of critical state concern for which the revenue is generated. An amount not to exceed 5 percent may be used for

administration and other costs incident to the exercise of said powers.

(b) Fifty percent shall be distributed to the governing body of the county where the revenue was generated. Such proceeds shall be used to offset the loss of ad valorem taxes due to acquisitions provided for by this act.

(4)(a) Any person who is taxable hereunder who fails or refuses to charge and collect from the person paying for the taxable privilege 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 second 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 for the taxable privilege of the payment of all or any part of the tax; or that the tax will not be added to the consideration for the taxable privilege or that, when added, the tax 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 paragraph is guilty of a misdemeanor of the second 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 business, 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.

(5) The tourist impact tax authorized by this section shall take effect only upon express approval by a majority vote of those qualified electors in the area or areas of critical state concern in the county seeking to levy such tax, voting in a referendum to be held in conjunction with a general election, as defined in s. 97.021. However, if the area or areas of critical state concern are greater than 50 percent of the land area of the county and the tax is to be imposed throughout the entire county, the tax shall take effect only upon express approval of a majority of the qualified electors of the county voting in such a referendum. A referendum to reenact an expiring tourist impact 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.

(6) The effective date of the levy and imposition of the tourist impact tax authorized under this section shall be the first day of the second month following approval of the ordinance by referendum or the first day of any subsequent month as may be specified in the ordinance. A certified copy of the ordinance shall include the time period and the effective date of the tax levy and shall be furnished by the county to the Department of Revenue within 10 days after passing an ordinance levying such tax and again within 10 days after approval by referendum of such tax. If applicable, the county levying the tax shall provide the Department of Revenue with a list of the businesses in the area of critical state concern where the tourist impact tax is levied by zip code or other means of identification. Notwithstanding the provisions of s. 213.053, the Department of Revenue shall assist the county in compiling such list of businesses. The tourist impact tax, if not repealed sooner pursuant to paragraph (1)(c), shall be repealed 10 years after the date the area of critical state concern designation is removed.

History.—s. 2, ch. 86-170; s. 4, ch. 87-280; s. 29, ch. 90-132; s. 231, ch. 91-224; s. 813, ch. 95-147; s. 1, ch. 97-99; s. 21, ch. 2001-60; s. 13, ch. 2001-252; s. 1, ch. 2006-223; s. 2, ch. 2009-133; s. 32, ch. 2015-30; s. 2, ch. 2022-214; s. 3, ch. 2023-157.

[1]**125.0109 Family day care homes; local zoning regulation.**— The operation of a residence as a family day care home, as defined by law, registered or licensed with the Department of Children and Families shall constitute a valid residential use for purposes of any local zoning regulations, and no such regulation shall require the owner or operator of such family day care home to obtain any special exemption or use permit or waiver, or to pay any special fee in excess of $50, to operate in an area zoned for residential use.

History.—s. 3, ch. 86-87; s. 11, ch. 99-8; s. 34, ch. 2014-19.

[1]**Note.**— Also published at s. 166.0445.

125.011 Definitions.— As used in ss. 125.011-125.019:

(1) "County" means any county operating under a home rule charter adopted pursuant to ss. 10, 11, and 24, Art. VIII of the State Constitution of 1885, as preserved by Art. VIII, s. 6(e) of the State Constitution, which county, by

resolution of its board of county commissioners, elects to exercise the powers herein conferred. Use of the word "county" within the above provisions shall include "board of county commissioners" of such county.

(2) "Project" includes any one or any combination of two or more of the following:

(a) Public mass transportation, harbor, port, shipping, and airport facilities of all kinds and includes, but is not limited to, harbors, channels, turning basins, anchorage areas, jetties, breakwaters, waterways, canals, locks, tidal basins, wharves, docks, piers, slips, bulkheads, public landings, warehouses, terminals, refrigerating and cold storage plants, railroads and motor terminals for passengers and freight, rolling stock, car ferries, boats, conveyors and appliances of all kinds for the handling, storage, inspection and transportation of freight and the handling of passenger traffic, airport facilities of all kinds for land and sea planes, including, but not limited to, landing fields, water areas for the landing and taking off of aircraft, hangars, shops, buses, trucks, and all other facilities for the landing, taking off, operating, servicing, repairing, and parking of aircraft, and the loading and unloading and handling of passengers, mail, express and freight;

(b) Administration buildings, toll highways, tunnels, causeways and bridges connected therewith or incident or auxiliary thereto, and may include all property, rights, easements, and franchises relating to any such project and deemed necessary or convenient for the acquisition, construction, purchase, or operation thereof; and

(c) Export trading companies, foreign sales corporations, consulting services corporations, cargo clearance centers, and customs clearance facilities as provided in s. 125.012(26).

(3) "Cost," as applied to improvements, means the cost of constructing or acquiring improvements, as defined in subsection (2), and shall embrace the cost of all labor and materials, machinery and equipment, financing charges, engineering and legal expenses, plans, specifications, and such other expenses as may be necessary or incident to such construction or acquisition.

(4) "Cost," as applied to a project acquired, constructed, extended, or enlarged, includes the purchase price of any project acquired; the cost of improvements; the cost of construction, extension or enlargement; the cost of all lands, properties, rights, easements and franchises acquired; the cost of all machinery and equipment, financing charges, interest during construction; and, if deemed advisable, for 1 year after completion of construction, cost of investigations, audits, and engineering and legal services; and all other expenses necessary or incident to determining the feasibility or practicability of such acquisition or construction, administrative expense and such other expenses as may be necessary or incident to the financing herein authorized and to the acquisition or construction of a project and the placing of the same in operation. Any obligation or expense incurred by the county prior to the issuance of revenue bonds under the provisions of s. 125.013 for engineering studies and for estimates of cost and of revenues, and for other technical, financial, or legal services in connection with the acquisition or construction of any project, may be regarded as a part of the cost of such project.

(5) "Board of county commissioners" includes all members of the board of county commissioners in a county whether their offices are created by the Constitution, the Legislature, or by any home rule charter.

History.—s. 1, ch. 71-249; s. 1, ch. 79-291; s. 1, ch. 87-144; s. 22, ch. 91-45.

125.012 Project facilities; general powers and duties.— Any county and the board of county commissioners thereof shall have the power, in addition to the powers otherwise conferred:

(1) To construct, acquire, establish, improve, extend, enlarge, reconstruct, equip, maintain, repair, and operate any project as defined in s. 125.011, either within or without the territorial boundaries of the county.

(2) Subject to the jurisdiction of the United States and the State of Florida and the general laws of Florida relating to dredging and filling, to construct, establish, and improve harbors in the county and all navigable and nonnavigable waters connected therewith; to regulate and control all such waters; to construct and maintain such canals, slips, turning basins, and channels and upon such terms and conditions as may be required by the United States; and to enact, adopt, and establish by resolution rules and regulations for the complete exercise of jurisdiction and control over all such waters.

(3) To acquire by grant, purchase, gift, devise, condemnation, or exchange, or in any other manner, property, real or personal, or any estate or interest therein, upon such terms and conditions as such county shall by resolution fix and determine.

(4) To construct, maintain, and operate elevated toll roads and the approaches thereto, along, over, and across any public street or streets of any city, town, or municipality located within its boundaries.

(5) To appoint shipping masters for ports or harbors under its control, to determine their qualifications, and to adopt rules and regulations prescribing their duties.

(6) To license stevedores as independent contractors for hire to handle stevedoring at and in the harbors and airports in the county, to fix the terms and conditions of such licenses, and to determine the fees to be charged for same. Any and all such licenses of all persons, firms, groups, or corporations so licensed shall continue at the pleasure of the county.

(7) To enter into joint arrangements with steamship lines, railroads, airlines, or other transportation lines, or any common carrier, if the county deems it advantageous so to do.

(8) To make and enter into all contracts and agreements and to do and perform all acts and deeds necessary and incidental to the performance of its duties and the exercise of its powers.

(9) To fix, regulate, and collect rates and charges for the services and facilities furnished by any project under its control; to establish, limit, and control the use of any project as may be deemed necessary to ensure the proper operation of the project; to impose sanctions to promote and enforce compliances; to prescribe rules and regulations and impose penalties and sanctions to ensure the proper performance of the duties of any stevedore or of any shipping master and the enforcement of any rule or regulation which the county may adopt in the regulation of the ports, harbors, wharves, docks, airports, and other projects under its control.

(10) To fix the rates of wharfage, dockage, warehousing, storage, and port and terminal charges for the use of the port and harbor facilities located within or without the county and owned or operated by the county; and to fix and determine the rates, tolls, and other charges for the use of harbor and airport improvements and harbor and airport facilities located within or without the county insofar as it may do so under the State Constitution and the Constitution and laws of the United States.

(11) To regulate the operation, docking, storing, and conduct of all watercraft of any kind plying or using the waterways within the county and of all aircraft of any kind operating over and within the county or utilizing any other area, field, location, or place within the county for air navigation purposes or for the repair, storage, or handling of aircraft within the county.

(12) To receive and accept, from any federal agency, grants for or in aid of the construction, improvement, or operation of any project and to receive and accept contributions from any source of either money, property, labor, or other things of value.

(13) To make any and all applications required by the Treasury Department and other departments or agencies of the United States Government as a condition precedent to the establishment within the county of a free port, foreign trade zone, or area for the reception from foreign countries of articles of commerce; to expedite and encourage foreign commerce and the handling, processing, and delivery thereof into foreign commerce free from the payment of custom duties and to enter into any agreements required by such departments or agencies in connection therewith; and to make like applications and agreements with respect to the establishment within the county of one or more bonded warehouses.

(14) To enter into any contract with the government of the United States or any agency thereof which may be necessary in order to procure assistance, appropriations, and aid for the deepening, widening, and extending of channels and turning basins, the building and construction of public mass transit facilities, airport and airport facilities, slips, wharves, breakwaters, jetties, bulkheads, and any and all other harbor and air navigation improvements and facilities.

(15) To employ consulting engineers, superintendents, managers, and such other engineering, construction, and accounting experts, attorneys, employees, and agents as may be necessary in its judgment, and to fix their compensation; and to pay to the clerk of the circuit court of any county such compensation as the board of county commissioners may determine, but not to exceed $2,500 per annum, to be paid exclusively from the revenues arising from the operation of any project owned and operated under authority of ss. 125.011-125.019 for his or her extraordinary services rendered to such board in the performance of its duties and the exercise of its powers. Such compensation shall be in addition to any and all other compensation provided by law for the clerk of the circuit court.

(16) To make or cause to be made such surveys, investigations, studies, borings, maps, plans, drawings, and estimates of cost and revenues as it may deem necessary and to prepare and adopt a comprehensive plan or plans for the location, construction, improvement, and development of any project.

(17) To grant exclusive or nonexclusive franchises to persons, firms, or corporations for the operating of restaurants, cafeterias, bars, taxicabs, vending machines, and other concessions of a nonaeronautical nature in, on, and in connection with any project owned and operated by the county. However, no exclusive franchise shall be so granted unless the board of county commissioners of such county shall award such franchise following receipt of sealed competitive bids in the manner prescribed by law, or cause to be published in a newspaper of general circulation in the county notice of the fact that it intends to grant such exclusive franchise and will at a time certain to be fixed in such notice, not less than 30 days after the publication of the notice, enter into negotiations with any interested parties as to the terms, conditions, and provisions of any such exclusive franchise. Such negotiations with any interested parties as to the terms, conditions, and provisions of any such exclusive franchise are to continue for a period of not less than 10 days before such exclusive franchise is granted.

(18) To adopt and promulgate suitable rules, regulations, and directions for the operation and conduct of any project owned or operated by the county and for the use of any such project and any facility connected therewith by others.

(19) To enter into contracts with utility companies or others for the supplying by such utility companies or others of water, electricity, or telephone service to or in connection with any project.

(20) To approve or disapprove the location, establishment, construction, and operation of privately owned airports within the county. No state airport license or state approval of an airport site shall be effective in the county without the approval of the county on the application therefor.

(21) To pledge by resolution or contract the revenues arising from the operation of any project or projects owned and operated by the county to the payment of the cost of operation, maintenance, repair, improvement, extension, or enlargement of the project or projects from the operation of which such revenues are received and for the payment of principal and interest on bonds issued in connection with any such project or projects; and to combine for financing purposes any two or more projects constructed or acquired by the county under the provisions of ss. 125.011-125.019. In any such case, the board of county commissioners may adopt separate budgets for the operation of such project or projects and it shall not be necessary to include such revenues and the expenditure thereof in the general county budget except by reference and for accounting purposes only. In every such case, such revenues shall be expended exclusively for the payment of the costs of operation, maintenance, repair, improvement, extension, and enlargement of the project or projects from the operation of which such revenues arise, for the performance of the contracts of the county in connection with such project or projects, and for the payment of principal and interest requirements of any bonds issued in connection with the project or projects. Any surplus of such funds remaining on hand at the end of any year shall be carried forward and may be expended in the succeeding year for the payment of the costs of operation of such project or projects or for the repair, improvement, or extension thereof as the board may determine, unless such surplus has been pledged for the payment of principal and interest on bonds, as authorized in s. 125.013, in which event any such surplus shall be applied in accordance with the resolution pledging the same.

(22) To construct, own, maintain, and operate trade marts and exposition halls, and buildings for the display, exhibition, and sale of goods, wares, and merchandise, which are hereby defined to be projects within the meaning of s. 125.011; to rent space in, around, or connected with such trade marts to others and to collect rents, fees, and charges therefor; to sublet the whole or any part thereof to others and to enter into contracts with others for the operation thereof on such terms and conditions as the board of county commissioners shall by resolution determine to be for the best interest of the county; to rent, let, and lease to others ground space on, in, or connected with any project owned and operated by the county for the construction, maintenance, and operation thereon of any such trade mart, exposition hall, or building; to use the proceeds arising from the operation or rental of any such trade mart or exposition hall or building or from the rental of ground space therefor to pay the expense of operation, upkeep, and maintenance thereof, for advertising and publicity thereof, and for such other purposes as the board of county commissioners determines to be for the best interest of the county.

(23) To borrow money and to issue notes for any purpose or purposes for which bonds may be issued under the provisions of s. 125.013 and to refund the same; to issue notes in anticipation of the receipt of the proceeds of the sale of any such bonds; to secure an advance of credit for any such purpose or purposes under a credit agreement or other agreement with any bank or trust company or any person, firm, or corporation within or without the state; and to secure any such borrowing, notes, or agreement by a pledge of all or any part of the available income or revenues to be received by the county under the provisions of ss. 125.011-125.019 or by an agreement to exercise any of the powers conferred by ss. 125.011-125.019.

(24) To enter into contracts with tenants or other users of the project or providers of service in, on, or in connection with any project, which contracts may include agreements to design or construct any project or improvement, extension, or enlargement thereof, on such terms and conditions as the county shall by resolution determine. Such contracts may provide for the hiring of professional services, including the hiring of architects and engineers, and the award of construction contracts by such tenants, users, or providers of service and, in such cases, shall provide for their reimbursement upon audit for their reasonable and necessary expenses incurred on behalf of the project. Such reimbursement may, at the option of the county, be provided from the proceeds or issuance of revenue bonds, bond anticipation notes, or loans, or by any other method authorized by law, including the allowance of advance rental credits.

(25) To publicize, advertise, and promote the activities and projects herein authorized; to make known the advantages, facilities, resources, products, attractions, and attributes of the activities and projects authorized; to create a favorable climate of opinion concerning the activities and projects authorized; to cooperate with other agencies, public and private, in accomplishing these purposes; and in furtherance thereof, to authorize expenditures for the purposes here enumerated, including meals, hospitality, and entertainment of persons in the interest of promoting and engendering good will towards the activities and projects authorized.

(26) To own, maintain, operate, and control export trading companies, foreign sales corporations, and consulting services corporations as provided by the laws of the United States or this state; to enter into management contracts with such corporations or companies established for the purpose of providing or operating such facilities; to own, maintain, operate, and control cargo clearance centers and customs clearance facilities, and to enter into management contracts with corporations established for the purpose of providing or operating such facilities; to maintain the confidentiality of trade information and data pursuant to the patent or copyright laws of the United States, pursuant to the patent or copyright laws of foreign nations to the extent that same are enforced by the courts of the United States, and pursuant to the trade secrets doctrine; and to authorize airport and port employees to serve as officers and directors of export trading companies, foreign sales corporations, customs and cargo clearance corporations, and consulting services corporations for the sale of services to others. Counties are hereby authorized to expend any unobligated and available surplus funds from the activities authorized in this subsection for the construction of capital facilities.

(27) To do all other acts and things necessary or proper in the exercise of the powers herein granted.

History.—s. 2, ch. 71-249; s. 2, ch. 79-291; s. 6, ch. 82-104; s. 2, ch. 87-144; s. 23, ch. 91-45; s. 814, ch. 95-147.

125.013 General obligation bonds; revenue bonds.—

(1) The board of county commissioners of any such county is authorized to issue general obligation bonds, revenue bonds, or other evidences of indebtedness of the county for the purpose of paying all or a part of the cost of any one or more projects as herein defined, including the cost of enlargement, expansion, or development of such project, whether the property used therefor has previously been acquired or not, and the cost of removing therefrom or relocating or reconstructing at another location, any buildings, structures, or facilities which, in the opinion of the board, constitute obstructions or hazards to the safe or efficient operation of any such project, and for the purpose of paying off and retiring any revenue bonds issued under the provisions of this section.

(2) The bonds of each issue and other evidences of indebtedness shall be dated, shall mature at such time or times not exceeding 40 years from their date or dates, as may be determined by the board, and may be made redeemable before maturity, at the option of the county, at such price or prices and under such terms and conditions as may be fixed by the board prior to their issuance. Such bonds and other evidences of indebtedness shall bear interest at a rate

or rates to be fixed by the board, not to exceed 7 percent per annum. However, in the event such bonds or other evidences of indebtedness are sold at public sale pursuant to advertisement for sealed bids for their purchase, such bonds or other evidences of indebtedness shall bear interest at any rate or rates submitted by the lowest responsible bidder and approved by the board. The board shall determine the form of bonds or other evidences of indebtedness, including any interest coupons to be attached to such bonds, and the manner of execution, and shall fix the denomination or denominations thereof and the place or places of payment of principal and interest, which may be at any bank or trust company within or without the state. In case any officer whose signature or a facsimile of whose signature appears on any bonds or coupons or other evidences of indebtedness shall cease to be such officer before the delivery thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. All bonds or other evidences of indebtedness issued under the provisions of this section shall have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the state. The bonds may be issued in coupon or registered form, or both, as the board may determine. Provision may be made for the registration of any coupon bonds as to principal alone, and also as to both the principal and interest, and for the reconversion into coupon bonds or any bonds registered as to both principal and interest. Other evidences of indebtedness may be issued in such form as the board may determine. The issuance of such bonds or other evidences of indebtedness shall not be subject to any limitations or conditions contained in any other law, and the board may sell such bonds or other evidences of indebtedness in such manner, either at public or at private sale, for such price, as it may determine to be for the best interest of the county, but no such sale shall be made at a price of less than 95 percent of par value plus accrued interest.

(3) For the payment of the principal of and the interest on any general obligation bonds of the county issued under the provisions of this section, the board is authorized and required to levy annually a special tax upon all taxable property within the county, over and above all other taxes authorized or limited by law, and in addition to the tax authorized by s. 125.016, sufficient to pay such principal and interest as the same respectively become due and payable. Except as provided in s. 200.181, the proceeds of all such taxes shall, when collected, be paid into a special fund and used for no other purpose than the payment of such principal and interest. However, there may be pledged to the payment of such principal and interest the surplus of the revenues of the project or projects, after payment of the costs of operation, maintenance and repair thereof, and in the event of such pledge, the amount of the annual tax levy herein required may be reduced in any year by the amount of such revenues actually received in the preceding year and then remaining on deposit to the credit of the special fund for the payment of such principal and interest.

(4) No general obligation bonds shall be issued hereunder unless the issuance of such bonds has been approved in the manner required by the State Constitution and laws of Florida for the issuance of bonds of the county.

History.—s. 2, ch. 71-249; s. 815, ch. 95-147; s. 2, ch. 96-259.

125.014 Title designation of authority.— For administrative convenience, the board of county commissioners, in the exercise of the powers hereby conferred and those powers otherwise conferred, may be referred to as the county port authority or any other appropriate title duly adopted by resolution of the board of county commissioners. However, in counties to which ss. 125.011-125.019 apply which counties have adopted, or may hereafter adopt, a home rule form of government and which create or establish thereunder a port authority to conveniently administer the business and exercise the powers provided for in ss. 125.011-125.019, the words "port authority" shall apply wherever the words "county" or "board of county commissioners" are used, and such authority may exercise all the powers granted under ss. 125.011-125.019.

History.—s. 3, ch. 71-249; s. 24, ch. 91-45.

125.015 Acquisition of facilities from municipalities.— Any county coming within the provisions hereof shall have the power to acquire by purchase or condemnation the docks, wharves, warehouses, and other port facilities or any project (as herein defined) of any municipality within such county. Any project owned or operated by such county and lying within the boundaries of a municipality shall be under the exclusive jurisdiction of the county and shall be without the jurisdiction of said municipality.

History.—s. 4, ch. 71-249.

125.0156 Restrictions on identification documents.— A county may not:

(1) Provide funds to any person, entity, or organization for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

(2) Accept as identification any identification card or document issued by any person, entity, or organization that knowingly issues such identification cards or documents to individuals who are not lawfully present in the United States. This prohibition does not apply to any documentation issued by, or on behalf of, the Federal Government.

History.—s. 1, ch. 2023-40; s. 1, ch. 2024-9.

125.016 Ad valorem tax.— Annually an ad valorem tax of not exceeding 1½ mills may be levied upon all property in the county, which shall be levied and collected as other county taxes are levied and collected. The taxes shall be charged to the general fund, but such revenue may be appropriated by the county for the cost of constructing, operating, maintaining, expanding, enlarging, improving, or developing any project or projects herein specified, or for the payment of the costs of removing and relocating any structures, installations, or facilities which in the opinion of the board of county commissioners may be required for the safe and efficient operation of any such projects. Said tax may be levied, collected, and expended for any of the purposes herein specified notwithstanding the cost and expense thereof which may have been incurred in a previous year, and when so collected and used the tax shall be considered to be levied, collected and used for a county purpose.

History.—s. 5, ch. 71-249.

125.0167 Discretionary surtax on documents; adoption; application of revenue.—

(1) Pursuant to the provisions of s. 201.031, the governing authority in each county, as defined by s. 125.011(1), is authorized to levy a discretionary surtax on documents for the purpose of establishing and financing a Housing Assistance Loan Trust Fund to assist in the financing of construction, rehabilitation, or purchase of housing for low-income and moderate-income families. No less than 50 percent of the funds used in each county to provide such housing assistance shall be for the benefit of low-income families. For the purpose of this section, "low-income family" means a family whose income does not exceed 80 percent of the median income for the area, and "moderate-income family" means a family whose income is in excess of 80 percent but less than 140 percent of the median income for the area. For purposes of this section, the term "housing" is not limited to single-family, detached dwellings. The rate of the surtax shall not exceed the rate of 45 cents for each $100 or fractional part thereof of the consideration therefor. Such surtax shall apply only to those documents taxable under s. 201.02, except that there shall be no surtax on any document pursuant to which the interest granted, assigned, transferred, or conveyed involves only a single-family residence. Such single-family residence may be a condominium unit, a unit held through stock ownership or membership representing a proprietary interest in a corporation owning a fee or a leasehold initially in excess of 98 years, or a detached dwelling.

(2) The levy of the discretionary surtax and the creation of a Housing Assistance Loan Trust Fund shall be by ordinance which shall set forth the policies and procedures of the assistance program. The ordinance shall be proposed at a regular meeting of the governing authority at least 2 weeks prior to formal adoption. Formal adoption shall not be effective unless approved on final vote by a majority of the total membership of the governing authority. The ordinance shall not take effect until 90 days after formal adoption.

(3) The county shall deposit revenues from the discretionary surtax in the Housing Assistance Loan Trust Fund of the county, except that a portion of such revenues may be deposited into the Home Investment Trust Fund of the county as defined by and created pursuant to the requirements of federal law. The county shall use the revenues only to help finance the construction, rehabilitation, or purchase of housing for low-income families and moderate-income families, to pay necessary costs of collection and enforcement of the surtax, and to fund any local matching contributions required pursuant to federal law. For purposes of this section, authorized uses of the revenues include, but are not limited to, providing funds for first and second mortgages and acquiring property for the purpose of forming housing cooperatives. Special consideration shall be given toward using the revenues in the neighborhood economic development programs of community development corporations. No more than 50 percent of the revenues

collected each year pursuant to this section may be used to help finance new construction as provided herein. The proceeds of the surtax shall not be used for rent subsidies or grants.

(4) No more than 10 percent of surtax revenues collected under this section by the Department of Revenue and remitted to the county in any fiscal year may be used for administrative costs.

(5)(a) Notwithstanding the provisions of subsection (3), of the discretionary surtax revenues collected by the Department of Revenue remaining after any deduction for administrative costs as provided in subsection (4), no less than 35 percent shall be used to provide homeownership assistance for low-income and moderate-income families, and no less than 35 percent shall be used for construction, rehabilitation, and purchase of rental housing units. The remaining amount may be allocated to provide for homeownership assistance or rental housing units, at the discretion of the county. Any funds allocated for homeownership assistance or rental housing units that are not committed at the end of the fiscal year shall be reallocated in subsequent years consistent with the provisions of this subsection, in that no less than 35 percent shall be reallocated to provide homeownership assistance for low-income and moderate-income families, and no less than 35 percent shall be reallocated for construction, rehabilitation, and purchase of rental housing units. The remaining amount of uncommitted funds may be reallocated at the discretion of the county within any of the categories established in this subsection.

(b) For purposes of this subsection, the term "homeownership assistance" means assisting low-income and moderate-income families in purchasing a home as their primary residence, including, but not limited to, reducing the cost of the home with below-market construction financing, the amount of down payment and closing costs paid by the borrower, or the mortgage payment to an affordable amount for the purchaser or using any other financial assistance measure set forth in s. 420.5088.

(c) A county may not impose any requirement as a condition to receiving any financial assistance on a borrower other than requiring proof that the borrower's income does not exceed 140 percent of the area median income. In addition to the income eligibility requirement, borrowers may only be subject to loan qualifications of lenders licensed to provide mortgage financing as to the amount of the loan. A county may not create requirements that restrict participation by eligible borrowers.

(6) Rehabilitation of housing owned by a recipient government may be authorized only after a determination approved by a majority of the governing body that no other sources of funds are available.

(7)(a) The governing body of each county as defined in s. 125.011(1) may, by county ordinance and pursuant to procedures and requirements provided by such ordinance, create a housing choice assistance voucher program.

(b) For purposes of this subsection, the term:

1. "Housing choice assistance voucher" means the document used to access assistance paid by the county from the discretionary surtax balance in the Housing Assistance Trust Fund to a prospective purchaser of a single-family residence, which must be the purchaser's homestead.

2. "Purchasing employer" means a business or business entity that has acquired real property within the county and paid the surtax due as a result of the acquisition of that property pursuant to this section.

(c) Housing choice assistance vouchers shall be used for down payment assistance for the purchase of a single-family residence by low-income or moderate-income persons within the county and within a 5-mile radius of the purchasing employer who are:

1. Actively employed by the purchasing employer or by a business entity directly affiliated with the purchasing employer.

2. Prequalified for a mortgage loan by a certified lending institution.

(d) Upon payment of the discretionary surtax pursuant to this section, the purchasing employer may file for an allocation for housing choice assistance vouchers from the county in an amount not to exceed 50 percent of the amount of the discretionary surtax paid. The purchasing employer shall distribute the allocation to employees in the form of housing choice assistance vouchers pursuant to rules and procedures established for the program.

(e) Any housing choice assistance voucher allocation not distributed to employees and redeemed by an employee within 1 year after the date the discretionary surtax is paid may not be used for housing choice assistance vouchers under this subsection.

(f) Any housing assistance paid pursuant to the housing choice assistance voucher program shall be included in the calculation determining the percentage of discretionary surtax funds used for homeownership purposes during the year in which the surtax funds for such purposes are expended.

(8) By June 30, 2012, and every 5 years thereafter, the Office of Program Policy Analysis and Government Accountability shall review the discretionary surtax program operated by counties under this section and shall provide a report to the President of the Senate and the Speaker of the House of Representatives.

History.—ss. 1, 3, ch. 83-220; s. 1, ch. 84-270; s. 1, ch. 89-252; s. 35, ch. 92-317; ss. 1, 2, ch. 2009-131; s. 1, ch. 2022-97.

[1]**Note.**—Repealed October 1, 2031, by s. 3, ch. 83-220, as amended by s. 1, ch. 84-270; s. 1, ch. 89-252; and s. 1, ch. 2009-131.

125.0168 Special assessments levied on recreational vehicle parks regulated under chapter 513.—When a county levies a non-ad valorem special assessment on a recreational vehicle park regulated under chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.

History.—s. 1, ch. 2002-241.

125.017 Administrative agents.—The county may employ agents, clerks, or servants to administer any project under the rules, regulations, directions, and supervision of the county, and it may exact of any agent, clerk or servant a good and sufficient bond with proper surety to secure the faithful performance of his or her duties and otherwise conditioned as it shall see fit.

History.—s. 6, ch. 71-249; s. 816, ch. 95-147.

125.018 Rules and regulations.—All rules and regulations promulgated and all impositions and exactions made by authority hereof shall be just and reasonable and consistent with public interest, and their application shall be subject to review by certiorari in any court of proper and competent jurisdiction. All rules and regulations shall be published and dispensed by the county at cost to all applicants therefor.

History.—s. 7, ch. 71-249.

125.019 Exemption from taxation; immunity.—

(1) All powers, acts, and deeds hereby conferred or authorized are found to be and made a county purpose. Each project financed under the provisions of ss. 125.011-125.019 and the income therefrom, and any bonds issued under the provisions of s. 125.013 and the income therefrom, shall at all times be free from taxation within the state. The exemption granted by this subsection shall not be applicable to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

(2) In the exercise of the additional powers conferred by ss. 125.011-125.019 as heretofore and hereafter amended, the county and county commissioners of any such county shall have the same rights, privileges, powers and immunities of a county of the state.

History.—ss. 2, 8, ch. 71-249; s. 1, ch. 73-327; s. 25, ch. 91-45.

125.022 Development permits and orders.—

(1) Within 30 days after receiving an application for approval of a development permit or development order, a county must review the application for completeness and issue a letter indicating that all required information is submitted or specifying with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information. Within 120 days after the county has deemed the application complete, or 180 days for applications that require final action through a quasi-judicial hearing or a public hearing, the county must approve, approve with conditions, or deny the application for a development permit or development order. Both parties may agree to a reasonable request for an extension of time, particularly in the event of a force majeure or other extraordinary circumstance. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings

supporting the county's decision. The timeframes contained in this subsection do not apply in an area of critical state concern, as designated in s. 380.0552.

(2)(a) When reviewing an application for a development permit or development order that is certified by a professional listed in s. 403.0877, a county may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(b) If a county makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(c) If a county makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(d) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If a county makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the county must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the county's limitation in writing as described in paragraph (a).

(e) Except as provided in subsection (5), if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the county, at the applicant's request, shall proceed to process the application for approval or denial.

(3) When a county denies an application for a development permit or development order, the county shall give written notice to the applicant. The notice must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the permit or order.

(4) As used in this section, the terms "development permit" and "development order" have the same meaning as in s. 163.3164, but do not include building permits.

(5) For any development permit application filed with the county after July 1, 2012, a county may not require as a condition of processing or issuing a development permit or development order that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the county action on the local development permit.

(6) Issuance of a development permit or development order by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. A county shall attach such a disclaimer to the issuance of a development permit and shall include a permit condition that all other applicable state or federal permits be obtained before commencement of the development.

(7) This section does not prohibit a county from providing information to an applicant regarding what other state or federal permits may apply.

History.—s. 1, ch. 2006-88; s. 1, ch. 2012-205; s. 2, ch. 2013-92; s. 1, ch. 2013-193; s. 1, ch. 2013-213; s. 2, ch. 2019-165; s. 1, ch. 2021-224.

125.023 Temporary shelter prohibition.—

(1) For the purposes of this section, the term "temporary shelter" includes, but is not limited to, a recreational vehicle, trailer, or similar structure placed on a residential property.

(2) Notwithstanding any other law, ordinance, or regulation to the contrary, following the declaration of a state of emergency issued by the Governor for a natural emergency as defined in s. 252.34(8) during which a permanent residential structure was damaged and rendered uninhabitable, a county may not prohibit the placement of one temporary shelter on the residential property for up to 36 months after the date of the declaration or until a certificate of occupancy is issued on the permanent residential structure on the property, whichever occurs first, if all of the following circumstances apply:

(a) The resident makes a good faith effort to rebuild or renovate the damaged permanent residential structure, including, but not limited to, applying for a building permit, submitting a plan or design to the county, or obtaining a construction loan.

(b) The temporary shelter is connected to water and electric utilities and does not present a threat to health and human safety.

(c) The resident lives in the temporary structure.

History.—s. 1, ch. 2023-304.

125.0231 Public camping and public sleeping.—

(1) As used in this section, the term:

(a) "Department" means the Department of Children and Families.

(b)1. "Public camping or sleeping" means:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

2. The term does not include:

a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

b. Camping for recreational purposes on property designated for such purposes.

(2) Except as provided in subsection (3), a county or municipality may not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable.

(3) A county may, by majority vote of the county's governing body, designate property owned by the county or a municipality within the boundaries of the county to be used for a continuous period of no longer than 1 year for the purposes of public camping or sleeping. If the designated property is within the boundaries of a municipality, the designation is contingent upon the concurrence of the municipality by majority vote of the municipality's governing body.

(a) A county designation is not effective until the department certifies the designation. To obtain department certification, the county shall submit a request to the Secretary of Children and Families which shall include certification of, and documentation proving, the following:

1. There are not sufficient open beds in homeless shelters in the county for the homeless population of the county.

2. The designated property is not contiguous to property designated for residential use by the county or municipality in the local government comprehensive plan and future land use map.

3. The designated property would not adversely and materially affect the property value or safety and security of other existing residential or commercial property in the county or municipality and would not negatively affect the safety of children.

4. The county has developed a plan to satisfy the requirements of paragraph (b).

Upon receipt of a county request to certify a designation, the department shall notify the county of the date of receiving the request, and of any omission or error, within 10 days after receipt by the department. The department shall certify the designation within 45 days after receipt of a complete submission from the county, and the designation shall be deemed certified on the 45th day if the department takes no action.

(b) Except as provided in paragraph (e), if a county designates county or municipal property to be used for public camping or sleeping, it must establish and maintain minimum standards and procedures related to the designated property for the purposes of:

1. Ensuring the safety and security of the designated property and the persons lodging or residing on such property.

2. Maintaining sanitation, which must include, at a minimum, providing access to clean and operable restrooms and running water.

3. Coordinating with the regional managing entity to provide access to behavioral health services, which must include substance abuse and mental health treatment resources.

4. Prohibiting illegal substance use and alcohol use on the designated property and enforcing such prohibition.

(c) Within 30 days after certification of a designation by the department, the county must publish the minimum standards and procedures required under paragraph (b) on the county's and, if applicable, the municipality's publicly accessible websites. The county and municipality must continue to make such policies and procedures publicly available for as long as any county or municipal property remains designated under paragraph (a).

(d) The department may inspect any designated property at any time, and the secretary may provide notice to the county recommending closure of the designated property if the requirements of this section are no longer satisfied. A county and, if applicable, a municipality must publish any such notice issued by the department on the county's and, if applicable, the municipality's publicly accessible websites within 5 business days after receipt of the notice.

(e) A fiscally constrained county is exempt from the requirement to establish and maintain minimum standards and procedures under subparagraphs (b)1.-3. if the governing board of the county makes a finding that compliance with such requirements would result in a financial hardship.

[1](4)(a) A resident of the county, an owner of a business located in the county, or the Attorney General may bring a civil action in any court of competent jurisdiction against the county or applicable municipality to enjoin a violation of subsection (2). If the resident or business owner prevails in a civil action, the court may award reasonable expenses incurred in bringing the civil action, including court costs, reasonable attorney fees, investigative costs, witness fees, and deposition costs.

(b) An application for injunction filed pursuant to this subsection must be accompanied by an affidavit attesting that:

1. The applicant has provided written notice of the alleged violation of subsection (2) to the governing board of the county or applicable municipality.

2. The applicant has provided the county or applicable municipality with 5 business days to cure the alleged violation.

3. The county or applicable municipality has failed to take all reasonable actions within the limits of its governmental authority to cure the alleged violation within 5 business days after receiving written notice of the alleged violation.

(5) This section does not apply to a county during any time period in which:

(a) The Governor has declared a state of emergency in the county or another county immediately adjacent to the county and has suspended the provisions of this section pursuant to s. 252.36.

(b) A state of emergency has been declared in the county under chapter 870.

History.—s. 1, ch. 2024-11.

[1]**Note.**—Section 3, ch. 2024-11, provides that "[s]ection 125.0231(4), Florida Statutes, as created by this act, shall take effect January 1, 2025, and applies to causes of action accruing on or after that date."

125.025 County-municipality consolidated governments; additional powers.— Each county which operates under a government consolidated with that of one or more municipalities in the county shall have the power, in addition to the powers otherwise conferred, to own, maintain, operate, and control export trading companies and foreign sales corporations as provided by the laws of the United States; to own, maintain, operate, and control cargo clearance centers and customs clearance facilities and corporations established for the purpose of providing or operating such facilities; to maintain the confidentiality of trade information to the degree provided by the Export Trading Company Act of 1982, Pub. L. No. 97-290, as it is amended from time to time; to maintain the confidentiality of trade information and data pursuant to the patent laws of the United States, the patent laws of foreign nations to the extent that they are enforced by the courts of the United States, the copyright laws of the United States, the copyright laws of foreign nations to the extent that they are enforced by the courts of the United States, and the trade secrets

doctrine; and to authorize airport and port employees to serve as officers and directors of export trading companies, foreign sales corporations, and customs and cargo clearance corporations.

History.—s. 3, ch. 87-144.

125.029 County park entrance fee discounts.—

(1) A county park or recreation department shall provide a partial or a full discount on park entrance fees to the following individuals who present information satisfactory to the county department which evidences eligibility for the discount:

(a) A current member of the United States Armed Forces, their reserve components, or the National Guard.

(b) An honorably discharged veteran of the United States Armed Forces, their reserve components, or the National Guard.

(c) An honorably discharged veteran of the United States Armed Forces, their reserve components, or the National Guard, who has a service-connected disability as determined by the United States Department of Veterans Affairs.

(d) A surviving spouse and parents of a deceased member of the United States Armed Forces, their reserve components, or the National Guard, who died in the line of duty under combat-related conditions.

(e) A surviving spouse and parents of a law enforcement officer, as defined in s. 943.10(1), a firefighter, as defined in s. 633.102, or an emergency medical technician or paramedic employed by state or local government, who died in the line of duty.

(2) As used in this section, the term "park entrance fee" means a fee charged to access lands managed by a county park or recreation department. The term does not include expanded fees for amenities, such as campgrounds, aquatic facilities, stadiums or arenas, facility rentals, special events, boat launching, golf, zoos, museums, gardens, or programs taking place within public lands.

History.—s. 1, ch. 2016-196.

125.031 Lease or lease-purchases of property for public purposes.—Counties may enter into leases or lease-purchase arrangements relating to properties needed for public purposes for periods not to exceed 30 years at a stipulated rental to be paid from current or other legally available funds and may make all other contracts or agreements necessary or convenient to carry out such objective. The county shall have the right to enter into such leases or lease-purchase arrangements with private individuals, other governmental agencies, or corporations. When the term of such lease is for longer than 60 months, the rental shall be payable only from funds arising from sources other than ad valorem taxation. Such leases or lease-purchase arrangements shall be subject to approval by the board of county commissioners, and no such lease or lease-purchase contract shall be entered into without said approval. Notwithstanding any provision of law to the contrary, a lease entered into by a county, as defined in s. 125.011(1), with the state or another governmental entity or authorized under the provisions of s. 125.01 is not subject to the 30-year lease term limitation of this section.

History.—s. 1, ch. 71-240; s. 1, ch. 89-103; s. 1, ch. 2008-48.

125.045 County economic development powers.—

(1) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the counties of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state; to enhance and preserve purchasing power and employment opportunities for the residents of this state; and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the counties of the state.

(2) The governing body of a county may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a county, including any powers

not specifically prohibited by law which can be exercised by the governing body of a county, must be liberally construed in order to effectively carry out the purposes of this section.

(3) For the purposes of this section, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(4) A contract between the governing body of a county or other entity engaged in economic development activities on behalf of the county and an economic development agency must require the agency or entity receiving county funds to submit a report to the governing body of the county detailing how county funds were spent and detailing the results of the economic development agency's or entity's efforts on behalf of the county. By January 15, 2011, and annually thereafter, the county must file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the county's website.

(5)(a) By January 15, 2011, and annually thereafter, each county shall report to the Office of Economic and Demographic Research the economic development incentives in excess of $25,000 given to any business during the county's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the counties into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Commerce. Economic development incentives include:

1. Direct financial incentives of monetary assistance provided to a business from the county or through an organization authorized by the county. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

2. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

3. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

4. Below-market rate leases or deeds for real property.

(b) A county shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

(c) The Office of Economic and Demographic Research shall compile the economic development incentives provided by each county in a manner that shows the total of each class of economic development incentives provided by each county and all counties.

History.—s. 1, ch. 95-309; H.C.R. 2741 (1995); s. 1, ch. 2010-147; s. 19, ch. 2011-34; s. 51, ch. 2011-142; s. 18, ch. 2024-6.

125.15 To sue and be sued in the name of county.— The county commissioners shall sue and be sued in the name of the county of which they are commissioners. A change in the persons composing the board of county commissioners shall not abate the suit, but it shall proceed as if such change had not taken place.

History.—ss. 1, 3, ch. 3242, 1881; RS 580; GS 773; RGS 1493; CGL 2202.

125.17 Clerk.— The clerk of the circuit court for the county shall be clerk and accountant of the board of county commissioners. He or she shall keep their minutes and accounts, and perform such other duties as their clerk as the board may direct. The clerk shall have custody of their seal, shall affix the same to any paper or instrument to which it shall be proper or necessary that the same shall be affixed, and may give copies of writings in his or her custody as the clerk of said board, attested by his or her signature and authenticated by said seal.

History.—RS 583; GS 776; RGS 1498; CGL 2261; s. 817, ch. 95-147.

125.221 Holding of court and meeting of grand jury; place other than courthouse.— In the event there is not suitable available space in the courthouse due to construction or reconstruction, destruction or other good reasons, for the holding of any court or courts now provided to be held in the county courthouse, or for the meeting of the grand jury of the county, the county commission, with the approval of the court, may designate some other place or places located in the county seat for the holding of court or courts or for the meeting of the grand jury.

History.—s. 1, ch. 29795, 1955.

125.222 Auxiliary county offices, court proceedings.—All proceedings, except trial by jury, had in any of the several counties of this state in connection with any civil, equity or criminal action may be conducted in auxiliary county offices where such offices have been established and are maintained under authorization of law, provided adequate space and facilities are available therein and provided that the Official Records books be kept and maintained in the county offices at the county seat.

History.—s. 1, ch. 57-331; s. 19, ch. 94-348.

125.27 Countywide forest fire protection; authority of the Florida Forest Service; state funding; county fire control assessments; disposition; equipment donations.—

(1) The Florida Forest Service of the Department of Agriculture and Consumer Services and the board of county commissioners of each county in this state shall enter into agreements for the establishment and maintenance of countywide fire protection of all forest and wild lands within said county, with the total cost of such fire protection being funded by state and federal funds. Each county shall, under the terms of such agreements, be assessed each fiscal year, as its share of the cost of providing such fire protection, a sum in dollars equal to the total forest and wild land acreage of the county, as determined by the Florida Forest Service, multiplied by 7 cents. The forest and wild lands acreage included in such agreements shall be reviewed each year by the contracting parties and the number of forest and wild land acres and the annual fire control assessment adjusted so as to reflect the current forest acreage of the county. In the event the Florida Forest Service and the county commissioners do not agree, the Board of Trustees of the Internal Improvement Trust Fund shall make such acreage determination. All fire control assessments received by the Florida Forest Service from the several counties under agreements made pursuant to this section shall be deposited as follows:

(a) An amount equal to the total forest land and wild land acreage of the counties, multiplied by 4 cents, shall be distributed to the Incidental Trust Fund of the Florida Forest Service; and

(b) An amount equal to the total forest land and wild land acreage of the counties, multiplied by 3 cents, shall be distributed to the General Revenue Fund.

(2) The Florida Forest Service may include provisions in the agreements authorized in this section, or execute separate or supplemental agreements with the several counties, county agencies, or municipalities, to provide communication services and other services directly related to fire protection within the county, other than forest fire control, on a cost reimbursable basis only, provided the rendering of such services does not hinder or impede in any way the Florida Forest Service's ability to accomplish its primary function with respect to forest fire control.

(3) The Department of Agriculture and Consumer Services may lease, loan, or otherwise make available, without charge, to state, county, and local governmental entities that have fire/rescue responsibilities, new or used fire protection equipment, vehicles, or supplies, which shall include all such items received from public or private entities. The department, and those private or public entities providing at no cost, or de minimis cost, such items for loan or lease through the department, shall not be held liable for civil damages resulting from use or possession of such items. Private or public entities that donate fire/rescue equipment, vehicles, or supplies directly to state, county, or local governmental entities having fire/rescue responsibilities shall not be held liable for civil damages resulting from use or possession of such items.

History.—s. 5, ch. 17024, 1935; CGL 1936 Supp. 2181(23); ss. 14, 35, ch. 69-106; s. 1, ch. 72-305, s. 1, ch. 73-248; s. 3, ch. 2001-279; s. 2, ch. 2008-107; s. 2, ch. 2012-7.

125.271 Emergency medical services; county emergency medical service assessments.—

(1) As used in this section, the term "county" means:

(a) A county that is within a rural area of opportunity as designated by the Governor pursuant to s. 288.0656;

(b) A small county having a population of 75,000 or fewer on the effective date of this act which has levied at least 10 mills of ad valorem tax for the previous fiscal year; or

(c) A county that adopted an ordinance authorizing the imposition of an assessment for emergency medical services prior to January 1, 2002.

Once a county has qualified under this subsection, it always retains the qualification.

(2) A county may fund the costs of emergency medical services through the levy of a special assessment that apportions the cost among the property based on a reasonable methodology that charges a parcel in proportion to its benefits.

(3) The authorization provided in this section shall be construed to be general law authorization pursuant to ss. 1 and 9, Art. VII of the State Constitution.

(4) All special assessments for emergency medical services levied by a county prior to the effective date of this section are ratified and validated in all respects if they would have been valid had this section been in effect at the time they were levied; however, this subsection shall not validate assessments in counties with litigation challenging the validity of an assessment pending on January 1, 2002.

History.—s. 1, ch. 2002-37; s. 23, ch. 2014-218.

125.275 Countywide air quality protection; authority of counties designated as nonattainment areas; preemption of municipal ordinances.—

(1) The board of county commissioners of any county which is designated, in whole or in part, as a nonattainment area for air quality pursuant to state and federal law is hereby authorized and empowered, in its discretion, to provide by ordinance for countywide protection of air quality. In furtherance of this purpose, the board of county commissioners of such county shall have the following powers:

(a) To act as the local implementing authority of a nonattainment plan promulgated and adopted pursuant to state and federal law.

(b) To adopt, revise, and amend, from time to time, appropriate ordinances, rules, and regulations reasonably necessary to maintain air quality standards established pursuant to state and federal law, including the federal Clean Air Act.

(2) It is the intent of the Legislature that the authority granted in subsection (1) shall vest in such county, and, when exercised by the county, any municipality is hereby preempted from adoption of an ordinance pertaining to air quality upon the designation set forth in subsection (1).

(3) No county is authorized by this act to promulgate any air quality standard more stringent than any state or federal standard as to any particular pollutant. Nothing herein shall be construed to modify any authority granted by an existing special act pertaining to air quality control.

History.—s. 1, ch. 78-240.

125.325 Loans to public agencies authorized.—Notwithstanding the provisions of s. 163.01, a legal entity created pursuant to interlocal agreement under s. 163.01, the membership of which entity consists of at least three counties, may lend the proceeds of obligations issued by such entity to any public agency as provided in s. 163.01(3)(b) whether or not such agency is a member of the entity. Such entity may have as members, in addition to counties, other public agencies as described in s. 163.01(3)(b) and may lend the proceeds of obligations to such public agencies for purposes of financing or refinancing capital projects or working capital if such agencies are otherwise authorized to incur debt.

History.—s. 3, ch. 96-216.

125.3401 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by county.—No county may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility, until the governing body of the county has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the county shall consider, at a minimum, the following:

(1) The most recent available income and expense statement for the utility;

(2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;

(3) A statement of the existing rate base of the utility for regulatory purposes;

(4) The physical condition of the utility facilities being purchased, sold, or subject to a wastewater facility privatization contract;

(5) The reasonableness of the purchase, sales, or wastewater facility privatization contract price and terms;

(6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;

(7)(a) Any additional investment required and the ability and willingness of the purchaser, or the private firm under a wastewater facility privatization contract, to make that investment, whether the purchaser is the county or the entity purchasing the utility from the county;

(b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The county shall give significant weight to this criteria.

(8) The alternatives to the purchase, sale, or wastewater facility privatization contract, and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made; and

(9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the county or the entity purchasing the utility from the county.

(b) In the case of a wastewater facility privatization contract, the county shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract.

(10) All moneys paid by a private firm to a county pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the county from using all or part of the moneys for the purpose of the county's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The county shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, and wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the county or the entity purchasing the utility from the county.

History.—s. 1, ch. 84-84; s. 1, ch. 93-51; s. 6, ch. 96-202.

125.35 County authorized to sell real and personal property and to lease real property.—

(1)(a) The board of county commissioners is expressly authorized to sell and convey any real or personal property, and to lease real property, belonging to the county, whenever the board determines that it is to the best interest of the county to do so, to the highest and best bidder for the particular use the board deems to be the highest and best, for such length of term and such conditions as the governing body may in its discretion determine.

(b) Notwithstanding paragraph (a), under terms and conditions negotiated by the board, the board of county commissioners may:

1. Negotiate the lease of an airport or seaport facility;

2. Modify or extend an existing lease of real property for an additional term not to exceed 25 years, where the improved value of the lease has an appraised value in excess of $20 million; or

3. Lease a professional sports franchise facility financed by revenues received pursuant to s. 125.0104 or s. 212.20 which may include commercial development that is ancillary to the sports facility if the ancillary development property is part of or contiguous to the professional sports franchise facility. The board's authority to lease the above described ancillary commercial development in conjunction with a professional sports franchise facility lease applies only if at the time the board leases the ancillary commercial development, the professional sports franchise facility lease has been in effect for at least 10 years and such lease has at least an additional 10 years remaining in the lease term.

(c) No sale of any real property shall be made unless notice thereof is published once a week for at least 2 weeks in some newspaper of general circulation published in the county, calling for bids for the purchase of the real estate so advertised to be sold. In the case of a sale, the bid of the highest bidder complying with the terms and conditions set forth in such notice shall be accepted, unless the board of county commissioners rejects all bids because they are too low. The board of county commissioners may require a deposit to be made or a surety bond to be given, in such form or in such amount as the board determines, with each bid submitted.

(2) When the board of county commissioners finds that a parcel of real property is of insufficient size and shape to be issued a building permit for any type of development to be constructed on the property or when the board of county commissioners finds that the value of a parcel of real property is $15,000 or less, as determined by a fee appraiser designated by the board or as determined by the county property appraiser, and when, due to the size, shape, location, and value of the parcel, it is determined by the board that the parcel is of use only to one or more adjacent property owners, the board may effect a private sale of the parcel. The board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if, within 10 working days after receiving such mailed notice, two or more owners of adjacent property notify the board of their desire to purchase the parcel, the board shall accept sealed bids for the parcel from such property owners and may convey such parcel to the highest bidder or may reject all offers.

(3) As an alternative to subsections (1) and (2), the board of county commissioners may by ordinance prescribe disposition standards and procedures to be used by the county in selling and conveying any real or personal property and in leasing real property owned by the county. The standards and procedures must provide at a minimum for:

(a) Establishment of competition and qualification standards upon which disposition will be determined.

(b) Reasonable public notice of the intent to consider disposition of county property and the availability of copies of the standards. Reasonableness of the notice is to be determined by the efficacy and efficiency of the means of communication used.

(c) Identification of the form and manner by which an interested person may acquire county property.

(d) Types of negotiation procedures applicable to the selection of a person to whom county properties may be disposed.

(e) The manner in which interested persons will be notified of the board's intent to consider final action at a regular meeting of the board on the disposition of a property and the time and manner for making objections.

(f) Adherence in the disposition of real property to the governing comprehensive plan and zoning ordinances.

History.—s. 1, ch. 23829, 1947; s. 1, ch. 70-388; s. 1, ch. 77-475; s. 1, ch. 81-87; s. 1, ch. 83-100; s. 1, ch. 86-105; s. 2, ch. 89-103; s. 2, ch. 95-416; ss. 1, 2, ch. 99-190; s. 1, ch. 2001-252; ss. 56, 79, ch. 2002-402; s. 8, ch. 2013-213.

125.355 Proposed purchase of real property by county; confidentiality of records; procedure.—

(1)(a) In any case in which a county, pursuant to the provisions of this section, seeks to acquire by purchase any real property for a public purpose, every appraisal, offer, or counteroffer must be in writing. Such appraisals, offers, and counteroffers shall not be available for public disclosure or inspection and are exempt from the provisions of s. 119.07(1) until an option contract is executed or, if no option contract is executed, until 30 days before a contract or agreement for purchase is considered for approval by the board of county commissioners. If a contract or agreement for purchase is not submitted to the board of county commissioners for approval, the exemption from s. 119.07(1) will expire 30 days after the termination of negotiations. The county shall maintain complete and accurate records of every such appraisal, offer, and counteroffer. For the purposes of this section, the term "option contract" means a proposed agreement by the county to purchase a piece of property, subject to the approval of the local governing body at a public meeting after 30 days' public notice. The county will not be under any obligation to exercise the option unless the option contract is approved by the governing body at the public hearing specified in this section.

(b) If the exemptions provided in this section are utilized, the governing body shall obtain at least one appraisal by an appraiser approved pursuant to s. 253.025 for each purchase in an amount of not more than $500,000. For each purchase in an amount in excess of $500,000, the governing body shall obtain at least two appraisals by appraisers approved pursuant to s. 253.025. If the agreed purchase price exceeds the average appraised price of the two

appraisals, the governing body is required to approve the purchase by an extraordinary vote. The governing body may, by ordinary vote, exempt a purchase in an amount of $100,000 or less from the requirement for an appraisal.

(c) Notwithstanding the provisions of this section, any county that does not choose with respect to any specific purchase to utilize the exemptions from s. 119.07(1) provided in this section may follow any procedure not in conflict with the provisions of chapter 119 for the purchase of real property which is authorized in its charter or established by ordinance.

(2) Nothing in this section shall be interpreted as providing an exemption from, or an exception to, s. 286.011.

History.—s. 1, ch. 84-298; s. 1, ch. 87-60; s. 1, ch. 88-315; s. 32, ch. 90-360; s. 8, ch. 94-240; s. 44, ch. 96-406; s. 29, ch. 2016-233.

125.37 Exchange of county property.—Whenever, in the opinion of the board of county commissioners, the county holds and possesses any real property, not needed for county purposes, and such property may be to the best interest of the county exchanged for other real property, which the county may desire to acquire for county purposes, the said board of county commissioners of any county is authorized and empowered to make such an exchange. Provided, however, before any exchange of property shall be effected, a notice, setting forth the terms and conditions of any such exchange of property, shall be first published, once a week for at least 2 weeks, in a newspaper of general circulation published in the county, before the adoption by the board of county commissioners of a resolution authorizing the exchange of properties.

History.—s. 3, ch. 23829, 1947.

[1]125.379 Disposition of county property for affordable housing.—

(1) By October 1, 2023, and every 3 years thereafter, each county shall prepare an inventory list of all real property within its jurisdiction to which the county or any dependent special district within its boundaries holds fee simple title which is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such real property and specify whether the property is vacant or improved. The governing body of the county must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. The governing body of the county shall adopt a resolution that includes an inventory list of such property following the public hearing. Each county shall make the inventory list publicly available on its website to encourage potential development.

(2) The properties identified as appropriate for use as affordable housing on the inventory list adopted by the county may be used for affordable housing through a long-term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the county or special district may otherwise make the property available for use for the production and preservation of permanent affordable housing. For purposes of this section, the term "affordable" has the same meaning as in s. 420.0004(3).

(3) Counties are encouraged to adopt best practices for surplus land programs, including, but not limited to:

(a) Establishing eligibility criteria for the receipt or purchase of surplus land by developers;

(b) Making the process for requesting surplus lands publicly available; and

(c) Ensuring long-term affordability through ground leases by retaining the right of first refusal to purchase property that would be sold or offered at market rate and by requiring reversion of property not used for affordable housing within a certain timeframe.

History.—s. 1, ch. 2006-69; s. 4, ch. 2023-17.

[1]**Note.**—Section 43, ch. 2023-17, provides:

"(1) The Department of Revenue is authorized, and all conditions are deemed met, to adopt emergency rules under s. 120.54(4), Florida Statutes, for the purpose of implementing provisions related to the Live Local Program created by this act. Notwithstanding any other law, emergency rules adopted under this section are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

"(2) This section expires July 1, 2026."

125.38 Sale of county property to United States, or state.— If the United States, or any department or agency thereof, the state or any political subdivision or agency thereof, or any municipality of this state, or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare, should desire any real or personal property that may be owned by any county of this state or by its board of county commissioners, for public or community interest and welfare, then the United States, or any department or agency thereof, state or such political subdivision, agency, municipality, corporation or organization may apply to the board of county commissioners for a conveyance or lease of such property. Such board, if satisfied that such property is required for such use and is not needed for county purposes, may thereupon convey or lease the same at private sale to the applicant for such price, whether nominal or otherwise, as such board may fix, regardless of the actual value of such property. The fact of such application being made, the purpose for which such property is to be used, and the price or rent therefor shall be set out in a resolution duly adopted by such board. In case of a lease, the term of such lease shall be recited in such resolution. No advertisement shall be required.

History.—s. 4, ch. 23829, 1947.

125.39 Nonapplicability to county lands acquired for specific purposes.— The provisions of this law shall not be construed to cover the sale or disposition of any land conveyed to any county for a specific purpose and containing a reversionary clause whereby said land shall revert to the grantor or grantors upon failure to use said real property for such purpose.

History.—s. 5, ch. 23829, 1947; s. 1, ch. 73-260; s. 29, ch. 73-332.

125.411 Conveyance of land by county.—

(1) Deeds of conveyance of lands, the title to which is held by any county or in the name of its board of county commissioners, may be in substantially the following form:

THIS DEED, made this ____ day of ____, _(year)_, by ____ County, Florida, party of the first part, and ____, party of the second part,

WITNESSETH that the said party of the first part, for and in consideration of the sum of $____ to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in ____ County, Florida:

_____

_____

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST: _Clerk (or Deputy Clerk of Circuit Court)_

____ County, Florida

By its Board of County Commissioners

By _Chair (or Vice Chair)_

(2) No such deed of conveyance shall be required to be witnessed or acknowledged, but shall be entitled to record when properly executed.

(3) All deeds of conveyance by any county or by its board of county commissioners shall convey only the interest of the county and such board in the property covered thereby, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

(4) Any conveyance of real property executed by the board of county commissioners of any county after May 5, 1971, and before October 1, 1975, if it would have been valid had this act been in effect at the time such conveyance was executed, and the recording thereof by the clerk of the circuit court are hereby validated, ratified, and confirmed.

History.—ss. 1, 2, ch. 75-26; s. 818, ch. 95-147; s. 15, ch. 99-6.

Note.—Former s. 125.41.

125.42 Water, sewage, gas, power, telephone, other utility, and television lines within the right-of-way limits of county roads and highways.—

(1) The board of county commissioners, with respect to property located without the corporate limits of any municipality, is authorized to grant a license to any person or private corporation to construct, maintain, repair, operate, and remove lines for the transmission of water, sewage, gas, power, telephone, other public utilities, television, or other communications services as defined in s. 202.11(1) under, on, over, across, or within the right-of-way limits of any county highway or any public road or highway acquired by the county or public by purchase, gift, devise, dedication, or prescription. However, the board of county commissioners shall include in any instrument granting such license adequate provisions:

(a) To prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public;

(b) To require the licensee to repair any damage or injury to the road or highway by reason of the exercise of the privileges granted in any instrument creating such license and to repair the road or highway promptly, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury;

(c) Whereby the licensee shall hold the board of county commissioners and members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating the license; and

(d) As may be reasonably necessary, for the protection of the county and the public.

(2) A license may be granted in perpetuity or for a term of years, subject, however, to termination by the licensor, in the event the road or highway is closed, abandoned, vacated, discontinued, or reconstructed.

(3) The board of county commissioners is authorized to grant exclusive or nonexclusive licenses for the purposes stated herein for television.

(4) This law is intended to provide an additional method for the granting of licenses and shall not be construed to repeal any law now in effect relating to the same subject.

(5) In the event of widening, repair, or reconstruction of any such road, the licensee shall move or remove such water, sewage, gas, power, telephone, and other utility lines and television lines at no cost to the county should they be found by the county to be unreasonably interfering, except as provided in s. 337.403(1)(d)-(j).

History.—ss. 1-3, ch. 23850, 1947; s. 1, ch. 57-777; s. 1, ch. 80-138; s. 2, ch. 2009-85; s. 1, ch. 2014-169; s. 1, ch. 2016-44.

125.421 Telecommunications services.— A telecommunications company that is a county or other entity of local government may obtain or hold a certificate required by chapter 364, and the obtaining or holding of said certificate serves a public purpose only if the county or other entity of local government:

(1) Separately accounts for the revenues, expenses, property, and source of investment dollars associated with the provision of such service;

(2) Is subject, without exemption, to all local requirements applicable to telecommunications companies; and

(3) Notwithstanding any other provision of law, pays, on its telecommunications facilities used to provide two-way telecommunication services to the public for hire and for which a certificate is required under chapter 364, ad valorem taxes, or fees in amounts equal thereto, to any taxing jurisdiction in which the county or other entity of local government operates. Any entity of local government may pay and impose such ad valorem taxes or fees. Any immunity of any county or other entity of local government from taxation of the property taxed by this section is hereby waived.

This section does not apply to the provision of telecommunications services for internal operational needs of a county or other entity of local government. This section does not apply to the provision of internal information services,

including, but not limited to, tax records, engineering records, and property records, by a county or other entity of local government to the public for a fee.

History.—s. 1, ch. 97-197.

125.485 Utility services; nonpayment of charges by former occupant of rental unit; county action limited.— Any other provision of law to the contrary notwithstanding, no county may refuse services, or discontinue utility, water, sewer, or wastewater reuse services, to the owner of any rental unit, or to a tenant or prospective tenant of such rental unit, for nonpayment of service charges incurred by a former occupant of the rental unit; and any such unpaid service charges incurred by a former occupant shall not be the basis for any lien against the rental property except to the extent that the present tenant or owner has benefited directly from the service provided to the former occupant. This section applies only when the former occupant of the rental unit contracted for such services with the county.

History.—s. 1, ch. 85-96; s. 18, ch. 87-224; s. 2, ch. 93-51; s. 10, ch. 97-95.

125.488 Ordinances, regulations, and policies concerning temporary underground power panels.—

(1) A county may not enact any ordinance, regulation, or policy that prevents or has the effect of preventing an electric utility, as defined in s. 366.02(4), from installing a temporary underground power panel if the temporary underground power panel meets the requirements of Article 590 of the National Electrical Code, 2020 edition, during the construction and installation of the temporary underground power panel. After the county has conducted an inspection of the temporary underground power panel, the county may not require a subsequent inspection of the temporary underground power panel as a condition of issuance of the certificate of occupancy.

(2) As used in this section, the term "temporary underground power panel" means a permanent meter base that includes a meter socket, meter, and downpipe, to which power is provided through an underground service line by an electric utility pursuant to its tariffs or service standards, that is permanently attached to a block residential structure, provides temporary power for construction of the residential structure, and is intended for use in providing permanent service to the residential structure upon issuance of the certificate of occupancy.

History.—s. 1, ch. 2022-82; s. 46, ch. 2023-8.

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(1) The board of county commissioners of each of the several counties of the state may enforce the Florida Building Code and the Florida Fire Prevention Code as provided in ss. 553.80, 633.206, and 633.208 and, at its discretion, adopt local technical amendments to the Florida Building Code as provided in s. 553.73(4) and local technical amendments to the Florida Fire Prevention Code as provided in s. 633.202 to provide for the safe construction, erection, alteration, repair, securing, and demolition of any building within its territory outside the corporate limits of any municipality. Upon a determination to consider amending the Florida Building Code or the Florida Fire Prevention Code by a majority of the members of the board of county commissioners of such county, the board shall call a public hearing and comply with the public notice requirements of s. 125.66(2). The board shall hear all interested parties at the public hearing and may then amend the building code or the fire code consistent with the terms and purposes of this act. Upon adoption, an amendment to the code shall be in full force and effect throughout the unincorporated area of such county until otherwise notified by the Florida Building Commission under s. 553.73 or the State Fire Marshal under s. 633.202. This subsection does not prevent the board of county commissioners from repealing such amendment to the building code or the fire code at any regular meeting of such board.

(2) The board of county commissioners of each of the several counties may provide a schedule of reasonable inspection fees in order to defer the costs of inspection and enforcement of the provisions of this act, and of the Florida Building Code and the Florida Fire Prevention Code.

(3) The board of county commissioners of each of the several counties may employ a building code inspector and such other personnel as it deems necessary to carry out the provisions of this act and may pay reasonable salaries for such services.

(4)(a) After adoption of the Florida Building Code by the Florida Building Commission or the Florida Fire Prevention Code by the State Fire Marshal, or amendment of the building code or the fire code as herein provided, it

shall be unlawful for any person, firm, or corporation to construct, erect, alter, repair, secure, or demolish any building within the territory embraced by the terms of this act without first obtaining a permit therefor from the appropriate board of county commissioners, or from such persons as may by resolution be directed to issue such permits, upon the payment of such reasonable fees as shall be set forth in the schedule of fees adopted by the board; the board is hereby empowered to revoke any such permit upon a determination by the board that the construction, erection, alteration, repair, securing, or demolition of the building for which the permit was issued is in violation of or not in conformity with the building code or the fire code.

(b) A county that issues building permits shall post each type of building permit application, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A county must post and update the status of every received application on its website until the issuance of the building permit. Completed applications, including payments, attachments, drawings, or other requirements or parts of the completed permit application, must be able to be submitted electronically to the county building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Completed applications, including payments, attachments, drawings, or other requirements or parts of the completed permit application, may also be submitted in person in a nonelectronic format, at the discretion of the building official.

(c) The governing body of a county authorized under this section or s. 553.80 to issue fees shall post its permit and inspection fee schedules and its building permit and inspection utilization report required under s. 553.80(7) on its website.

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire.

(e) A county that issues building permits may charge a person only one search fee, in an amount commensurate with the research and time costs incurred by the county, for identifying building permits for each unit or subunit assigned by the county to a particular tax parcel identification number.

(f) A county that issues building permits must allow requests for inspections to be submitted electronically to the county building department. Acceptable methods of electronic submission include, but are not limited to, e-mail or fill-in form available on the website of the building department or through a third-party submission management software or application that can be downloaded on a mobile device. Requests for inspections may be submitted in a nonelectronic format, at the discretion of the building official.

(g) A county that issues building permits must post its procedures for processing, reviewing, and approving submitted building permit applications on its website.

(5) Any person, firm, or corporation that violates any of the provisions of this section or of the Florida Building Code or the Florida Fire Prevention Code is guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

History.—ss. 1-5, 7, 8, ch. 63-290; s. 3, ch. 71-14; s. 76, ch. 71-136; s. 1, ch. 83-160; s. 5, ch. 90-279; s. 1, ch. 95-310; s. 3, ch. 2000-141; s. 24, ch. 2000-372; s. 34, ch. 2001-186; s. 3, ch. 2001-372; s. 124, ch. 2013-183; s. 38, ch. 2016-129; s. 1, ch. 2019-75; s. 1, ch. 2019-121; s. 8, ch. 2021-201; s. 1, ch. 2021-212; s. 2, ch. 2021-224.

125.561 Amateur radio antennas; construction in conformance with federal requirements.—

(1) No county shall enact or enforce any ordinance or regulation which fails to conform to the limited preemption entitled "Amateur Radio Preemption, 101 FCC 2d 952 (1985)" as issued by the Federal Communications Commission. Any ordinance or regulation adopted by a county with respect to amateur radio antennas shall conform to the above-cited limited preemption, which states that local regulations which involve placement, screening, or height of antennas based on health, safety, or aesthetic considerations must be crafted to reasonably accommodate amateur communications, and to represent the minimum practicable regulation to accomplish the local authority's legitimate purpose.

(2) Nothing in this section shall affect any applicable provisions of chapter 333.

History.—s. 1, ch. 91-28.

Note.—Former s. 125.0185.

125.563 Abatement of water pollution and shore erosion of inland lakes.—

(1)(a) It is declared to be the legislative intent to provide for a speedy and effective procedure whereby property owners of land abutting or constituting the bottom of the small inland lakes of this state shall be able to gain relief from water pollution and shore erosion through the ordinance-making powers of the boards of county commissioners.

(b) "Small inland lakes," for the purpose of this section, shall be those inland freshwater lakes essentially at rest and essentially surrounded by land, having a water surface area at mean water level of 150 acres or less.

(2) The following activities shall constitute a nuisance on evidence indicating that the shores of the small inland lakes are being eroded or that their waters are being polluted by:

(a) Dumping of raw or treated sewage into the lake.

(b) Introduction into the lake of chemicals which threaten, rather than enhance, the natural ecosystem of the lake.

(c) Use of dynamite or other explosives in the water or in altering the shoreline.

(d) Dumping of refuse into the water or dredging or filling operations in the lake.

(e) Removal from, or addition to, the lake of sufficient quantities of water to substantially alter the water level.

(3) Owners of more than 50 percent of the land abutting the lake or constituting the bottom of privately owned lakes may file a petition with the appropriate board of county commissioners (or boards when the lake lies in more than one county) alleging that any one of the nuisances enumerated in subsection (2) exists. The petition may be informally prepared, but each owner's signature shall be acknowledged by an officer authorized to administer oaths. When the state or any of its agencies is an abutting or bottom owner, the responsible state official may sign for the state or his or her agency.

(4) On receipt of the petition, the chair of the board of county commissioners shall notify the Department of Environmental Protection and the Board of Trustees of the Internal Improvement Trust Fund. Such agencies may submit recommendations to the board of county commissioners within 60 days of receipt of notice of the petition.

(5) On receipt of the recommendations from the state agencies listed in subsection (4), or sooner if no such recommendations are to be submitted, the board of county commissioners may determine if any of the nuisances enumerated in subsection (2) exists. If such a positive determination is made, the board may enact an ordinance to abate such nuisance in such manner as is reasonable, unless there is a compelling public purpose to permit its continuance. Violation of such ordinance shall constitute a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Nothing in this section shall be construed as restricting any general or local laws or ordinances of greater stringency or any municipal jurisdiction or powers over inland lakes, or portions thereof, within a municipality.

History.—ss. 1, 2, 3, 4, 5, 6, ch. 73-147; s. 2, ch. 79-65; s. 15, ch. 94-356; s. 1435, ch. 95-147.

125.568 Conservation of water; Florida-friendly landscaping.—

(1)(a) The Legislature finds that Florida-friendly landscaping contributes to the conservation, protection, and restoration of water. In an effort to meet the water needs of this state in a manner that will supply adequate and dependable supplies of water where needed, it is the intent of the Legislature that Florida-friendly landscaping be an essential part of water conservation and water quality protection and restoration planning.

(b) As used in this section, "Florida-friendly landscaping" has the same meaning as in s. 373.185.

(2) The board of county commissioners of each county shall consider enacting ordinances, consistent with s. 373.185, requiring the use of Florida-friendly landscaping as a water conservation or water quality protection or restoration measure. If the board determines that such landscaping would be of significant benefit as a water conservation or water quality protection or restoration measure, especially for waters designated as impaired pursuant to s. 403.067, relative to the cost to implement Florida-friendly landscaping in its area of jurisdiction, the board shall enact a Florida-friendly landscaping ordinance. Further, the board of county commissioners shall consider promoting Florida-friendly landscaping as a water conservation or water quality protection or restoration measure by: using such

landscaping in any areas under its jurisdiction which are landscaped after the effective date of this act; providing public education on Florida-friendly landscaping, its uses in increasing water conservation and water quality protection or restoration, and its long-term cost-effectiveness; and offering incentives to local residents and businesses to implement Florida-friendly landscaping.

(3)(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

(b) A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land or create any requirement or limitation in conflict with any provision of part II of chapter 373 or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of chapter 373.

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land.

History.—s. 5, ch. 91-41; s. 5, ch. 91-68; s. 2, ch. 2001-252; s. 21, ch. 2009-243.

125.569 Sanitary sewer lateral inspection programs for counties.—

(1) As used in this section, the term "sanitary sewer lateral" means a privately owned pipeline connecting a property to the main sewer line which is maintained and repaired by the property owner.

(2) By July 1, 2022, each county is encouraged to establish an evaluation and rehabilitation program for sanitary sewer laterals on residential and commercial properties within the county's jurisdiction to identify and reduce extraneous flow from leaking sanitary sewer laterals. At a minimum, the program may do all of the following:

(a) Establish a system to identify defective, damaged, or deteriorated sanitary sewer laterals on residential and commercial properties within the jurisdiction of the county.

(b) Consider economical methods for a property owner to repair or replace a defective, damaged, or deteriorated sanitary sewer lateral.

(c) Establish and maintain a publicly accessible database to store information concerning properties where a defective, damaged, or deteriorated sanitary sewer lateral has been identified. For each property, the database must include, but is not limited to, the address of the property, the names of any persons the county notified concerning the faulty sanitary sewer lateral, and the date and method of such notification.

History.—s. 1, ch. 2020-158.

[1]**125.571 Permit may not be required for owner to paint residence.**— A local government may not require an owner of a residence to obtain a permit to paint such residence, regardless of whether the residence is owned by a limited liability company.

History.—s. 15, ch. 2017-149.

[1]**Note.**— Also published at s. 166.0483.

125.5801 Criminal history record checks for certain county employees and appointees.—

(1) Notwithstanding chapter 435, a county may require, by ordinance, state and national criminal history screening for:

(a) Any position of county employment or appointment, whether paid, unpaid, or contractual, which the governing body of the county finds is critical to security or public safety;

(b) Any private contractor, employee of a private contractor, vendor, repair person, or delivery person who is subject to licensing or regulation by the county; or

(c) Any private contractor, employee of a private contractor, vendor, repair person, for-hire chauffeur, or delivery person who has direct contact with individual members of the public or access to any public facility or publicly operated facility in such a manner or to such an extent that the governing body of the county finds that preventing unsuitable persons from having such contact or access is critical to security or public safety.

(2) The ordinance must require each person applying for, or continuing employment or appointment in, any such position, applying for initial or continuing licensing or regulation, or having such contact or access to be fingerprinted. The fingerprints shall be submitted to the Department of Law Enforcement for a state criminal history record check and to the Federal Bureau of Investigation for a national criminal history record check. The information obtained from the criminal history record checks conducted pursuant to the ordinance may be used by the county to determine a person's eligibility for such employment or appointment and to determine a person's eligibility for continued employment or appointment. This section is not intended to preempt or prevent any other background screening, including, but not limited to, criminal history record checks, which a county may lawfully undertake.

History.—s. 1, ch. 2002-169; s. 1, ch. 2013-116.

[1]125.581 Certain local employment registration prohibited.—

(1) Except as authorized by law, no county or municipality shall enact or enforce any ordinance, resolution, rule, regulation, policy, or other action which requires the registration or background screening of any individual engaged in or applying for a specific type or category of employment in the county or municipality or requires the carrying of an identification card issued as a result of such registration or screening, whether or not such requirement is based upon the residency of the person. However, an ordinance that regulates any business, institution, association, profession, or occupation by requiring background screening, which may include proof of certain skills, knowledge, or moral character, is not prohibited by this section, provided that such regulation:

(a) Is not preempted to the state or is not otherwise prohibited by law;

(b) Is a valid exercise of the police power;

(c) Is narrowly designed to offer the protection sought by the county or municipality; and

(d) Does not unfairly discriminate against any class of individuals.

(2) This act shall not be construed to prohibit any employer, including a local government, from investigating the background of employees or prospective employees or from requiring employees to carry an identification card or registration card.

History.—ss. 1, 2, ch. 86-259.

[1]**Note.**— Also published at s. 166.0443.

125.585 Employee assistance programs; public records exemption.—

(1) As used in this section, "employee assistance program" means a counseling, therapeutic, or other professional treatment program provided by a county to assist any county employee who has a behavioral disorder, medical disorder, or substance abuse problem or who has an emotional difficulty which affects the employee's job performance.

(2) A county employee's personal identifying information contained in records held by the employing county relating to that employee's participation in an employee assistance program is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

History.—s. 2, ch. 98-8; s. 1, ch. 2003-101.

125.59 Special grand jury fund.—

(1) The boards of county commissioners of the respective counties are hereby authorized to budget and expend county funds for the creation and use of a special grand jury fund.

(2) The moneys of the special grand jury fund may be used by any grand jury in the county, in their discretion, in investigating crime and enforcing the criminal laws. The grand jury may employ special investigators and special legal counsel and may pay all expenses incidental to such purposes; provided, that no expenditure shall be made without the approval of a majority of the members of the grand jury, whose vote shall be recorded in the minutes of the grand jury's proceedings.

(3) The moneys in the special grand jury fund shall be payable to the grand jury on their order upon a voucher being presented to the clerk of the circuit court, signed by the foreperson and by a member of the grand jury designated as grand jury treasurer.

159.19 Additional pledge of excise taxes.—

(1) Any municipality may pledge the proceeds of utilities services taxes, cigarette taxes, or franchise taxes, as defined herein, or any other excise taxes or other funds which such municipality is authorized to levy and collect or will have available, as additional security for the payment of the principal of and interest on any revenue bonds issued hereunder, or for reserves for such debt service.

(2) In the event of the pledge of such utilities services taxes, cigarette taxes, franchise taxes, or other excise taxes as provided herein, such pledge shall be and constitute a valid and legally binding contract between the municipality and the holders of such revenue bonds as the case may be, and the municipality shall be obligated to continue the levy and collection of such utilities services taxes, cigarette taxes, franchise taxes, or other excise taxes in accordance with the proceedings which authorize the issuance of the revenue bonds for which such utilities services taxes, cigarette taxes, franchise taxes or other excise taxes are so pledged as additional security as long as any of said revenue bonds are outstanding and unpaid.

(3) It shall be the mandatory duty of the municipality, when it has so pledged any utilities services taxes, cigarette taxes, franchise taxes or other excise taxes as additional security for such revenue bonds to continue the levy and collection of such utilities services taxes, cigarette taxes, franchise taxes or other excise taxes in the manner provided in the proceedings authorizing the issuance of the revenue bonds for which the same are pledged, and to raise the rates of such utilities services taxes, cigarette taxes, franchise taxes and other excise taxes to the maximum rates permitted by the statutes or franchises in effect at the time of the authorization of such bonds to the full extent necessary to comply with such proceedings authorizing the issuance of such revenue bonds.

(4) The state does hereby covenant with the holders of such revenue bonds that it will not repeal or impair, or amend in any manner which will materially and adversely affect the rights of such holders, the duty and obligation and power of the municipality to levy and collect such utilities services taxes, cigarette taxes, franchise taxes or other excise taxes in accordance with the proceedings authorizing the issuance of such revenue bonds.

History.—s. 8, ch. 67-550.

PART II
FLORIDA INDUSTRIAL DEVELOPMENT FINANCING ACT

159.25 Short title.
159.26 Legislative findings and purposes.
159.27 Definitions.
159.28 General powers.
159.285 Additional county powers.
159.287 Special act development commissions, councils, boards, or authorities; approval required to issue bonds.
159.29 Criteria and requirements.
159.30 Agreements of lease.
159.31 Tax exemption.
159.32 Construction contracts.
159.33 Credit of state or political subdivision not pledged.
159.34 Bonds.
159.345 Local agency reporting requirement.
159.35 Trust agreement.
159.36 Revenues.
159.37 Trust funds.
159.38 Remedies.
159.39 Negotiability of bonds.
159.40 Bonds eligible for investment.
159.41 Revenue refunding bonds.

159.414 Authority to deal with financial institution which employs a board member.
159.415 Composite issues of bonds.
159.416 Pool financings.
159.42 Cooperation of state.
159.43 Liberal construction.
159.431 Applicability of ch. 80-287.

159.25 Short title.—This part shall be known and may be cited as the "Florida Industrial Development Financing Act."

History.—s. 1, ch. 69-104.

159.26 Legislative findings and purposes.—The Legislature finds and declares that:

(1) The agriculture, tourism, urban development, historic preservation, education, and health care industries, among others, are vital to the economy of the state and to the welfare of the people and need to be enhanced and expanded to improve the competitive position of the state;

(2) There is a need to enhance other economic activity in the state by attracting manufacturing development, business enterprise management, and other activities conducive to economic promotion in order to provide a stronger, more balanced, and stable economy in the state, while providing through pollution control and otherwise for the health and safety of the people;

(3) In order to improve the prosperity and welfare of the state and its inhabitants; to improve education, living conditions, and health care; to promote the preservation of historic structures; to promote the rehabilitation of enterprise zones; to promote improved transportation; to promote effective and efficient pollution control throughout the state; to promote the advancement of education and science and research in and the economic development of the state; and to increase purchasing power and opportunities for gainful employment, it is necessary and in the public interest to facilitate the financing of the projects provided for in this part and to facilitate and encourage the planning and development of these projects without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

(4) The purposes to be achieved by such projects and the financing of them in compliance with the criteria and requirements of this part are predominantly the public purposes stated in this section, and such purposes implement the governmental purposes under the State Constitution of providing for the health, safety, and welfare of the people, including implementing the purpose of s. 10(c), Art. VII of the State Constitution.

History.—s. 2, ch. 69-104; s. 1, ch. 75-126; s. 2, ch. 79-101; s. 1, ch. 80-287; s. 7, ch. 82-119; s. 18, ch. 83-271; s. 1, ch. 84-308; s. 3, ch. 85-282.

159.27 Definitions.—The following words and terms, unless the context clearly indicates a different meaning, shall have the following meanings:

(1) "Bonds" or "revenue bonds" means the bonds authorized to be issued by any local agency under this part, which may consist of a single bond. The term "bonds" or "revenue bonds" also includes a single bond, a promissory note or notes, or other debt obligations evidencing an obligation to repay borrowed money together with any security instruments or agreements securing repayment of such borrowed money and payable solely from the revenue derived from the sale, operation, or leasing of any project or other payments received under financing agreements with respect thereto.

(2) "Cost," as applied to any project, shall embrace:

(a) The cost of construction;

(b) The cost of acquisition of property, including rights in land and other property, both real and personal and improved and unimproved;

(c) The cost of demolishing, removing, or relocating any buildings or structures on lands so acquired, including the cost of acquiring any lands to which such buildings or structures may be moved or relocated;

(d) The cost of all machinery and equipment, financing charges, interest prior to and during construction, and, for a reasonable period after completion of construction, the cost of engineering and architectural surveys, plans, and

specifications; and

(e) The cost of consultant and legal services, other expenses necessary or incident to determining the feasibility or practicability of constructing such project, administrative and other expenses necessary or incident to the construction of such project, and the financing of the construction thereof, including reimbursement to any state or other governmental agency or any lessee of such project for such expenditures made with the approval of the local agency that would be costs of the project hereunder had they been made directly by the local agency.

(3) "Governing body" means the board, commission, or other governing body of any local agency in which the general legislative powers of such local agency are vested.

(4) "Local agency" means any county or municipality existing or hereafter created pursuant to the laws of the state or any special district or other local governmental body existing or hereafter created pursuant to the laws of the state, the purpose for the creation of which could reasonably be interpreted to be consistent with the issuance of revenue bonds to finance the cost of projects within the meaning of this part.

(5) "Project" means any capital project comprising an industrial or manufacturing plant, a research and development park, an agricultural processing or storage facility, a warehousing or distribution facility, a headquarters facility, a tourism facility, a convention or trade show facility, an urban parking facility, a trade center, a health care facility, an educational facility, a correctional or detention facility, a motion picture production facility, a preservation or rehabilitation of a certified historic structure, an airport or port facility, a commercial project in an enterprise zone, a pollution-control facility, a hazardous or solid waste facility, a social service center, or a mass commuting facility, including one or more buildings and other structures, whether or not on the same site or sites; any rehabilitation, improvement, renovation, or enlargement of, or any addition to, any buildings or structures for use as a factory, a mill, a processing plant, an assembly plant, a fabricating plant, an industrial distribution center, a repair, overhaul, or service facility, a test facility, an agricultural processing or storage facility, a warehousing or distribution facility, a headquarters facility, a tourism facility, a convention or trade show facility, an urban parking facility, a trade center, a health care facility, an educational facility, a correctional or detention facility, a motion picture production facility, a preservation or rehabilitation of a certified historic structure, an airport or port facility, a commercial project in an enterprise zone, a pollution-control facility, a hazardous or solid waste facility, a social service center, or a mass commuting facility, and other facilities, including research and development facilities, for manufacturing, processing, assembling, repairing, overhauling, servicing, testing, or handling of any products or commodities embraced in any industrial or manufacturing plant, in connection with the purposes of a research and development park, or other facilities for or used in connection with an agricultural processing or storage facility, a warehousing or distribution facility, a headquarters facility, a tourism facility, a convention or trade show facility, an urban parking facility, a trade center, a health care facility, an educational facility, a correctional or detention facility, a motion picture production facility, a preservation or rehabilitation of a certified historic structure, an airport or port facility, or a commercial project in an enterprise zone or for controlling air or water pollution or for the disposal, processing, conversion, or reclamation of hazardous or solid waste, a social service center, or a mass commuting facility; and including also the sites thereof and other rights in land therefor whether improved or unimproved, machinery, equipment, site preparation and landscaping, and all appurtenances and facilities incidental thereto, such as warehouses, utilities, access roads, railroad sidings, truck docking and similar facilities, parking facilities, office or storage or training facilities, public lodging and restaurant facilities, dockage, wharfage, solar energy facilities, and other improvements necessary or convenient for any manufacturing or industrial plant, research and development park, agricultural processing or storage facility, warehousing or distribution facility, tourism facility, convention or trade show facility, urban parking facility, trade center, health care facility, educational facility, a correctional or detention facility, motion picture production facility, preservation or rehabilitation of a certified historic structure, airport or port facility, commercial project in an enterprise zone, pollution-control facility, hazardous or solid waste facility, social service center, or a mass commuting facility and any one or more combinations of the foregoing.

(6) "State" means the State of Florida.

(7) "Research and development park" means a center of research and development activity related to the research and development activities of one or more affiliated institutions of higher education, including scientifically oriented production or educational programs of postsecondary educational institutions, consisting of research and

development facilities; scientifically oriented production or assembly facilities; research institutes; prototype, scientific, and product testing laboratories; related business and government installations; or similar related facilities, together with land, including all necessary appurtenances, rights, and franchises directly relating thereto, with related buildings, facilities, and personal properties, but only to the extent that such facilities are engaged in research and development, are necessary to encourage or complement the purposes of a research and development park, or are in support of any facilities or improvements located or constructed at such a center or activities or operations conducted at such a center for purposes authorized by this subsection. For purposes of this subsection, the administering or taking of professional or occupational licensing examinations shall not constitute testing, nor shall any room, building, or facility in which such examinations are administered or taken constitute a testing laboratory.

(8) "Agricultural processing or storage facility" means property used or useful in the separation, cleaning, processing, converting, packaging, handling, storing, and other activities necessary for the preparation of crops, livestock, related products, and other products of agriculture, including nonfarm facilities for production of agricultural products in whole or in part through natural processes, animal husbandry, and apiaries.

(9) "Warehousing or distribution facility" means property used or useful in the storage or centralized distribution of products of, resulting from, or used in manufacturing, agriculture, fishing, or mining, including, without limitation thereto, warehouses, distribution centers, freight terminals, and elevators, but excluding storage facilities serving a single retail outlet.

(10) "Headquarters facility" means property used for or useful in connection with an international, national, or regional headquarters office of a multinational or multistate business enterprise or national trade association, whether separate from or connected with other facilities used by such business enterprise.

(11) "Tourism facility" means property used for or useful in connection with theme parks; zoological gardens; amusement parks; major art, historical, educational, or trade museums; cultural or performing arts centers; or spectator or participatory sports facilities generally available to the public, including, without limitation thereto, marinas, arenas, beaches, bathing facilities, golf courses, theaters, auditoriums, racetracks, and frontons.

(12) "Public lodging or restaurant facility" means property used for any public lodging establishment as defined in s. 509.242 or public food service establishment as defined in s. 509.013(5) if it is part of the complex of, or necessary to, another facility qualifying under this part.

(13) "Convention or trade show facility" means property used for or useful in connection with conventions and trade shows, including special purpose buildings and structures, such as meeting halls and display areas, which are generally used and generally available to house conventions or trade shows.

(14) "Urban parking facilities" means property used or useful in connection with eliminating traffic congestion and urban blight, improving access and egress, and providing for development or redevelopment of central cities.

(15) "Trade center" means property used for or useful in connection with the providing of a centralized location for the promotion and conduct on a continuing basis of national or international trade or trade pertaining to particular segments of the national or international economy, including, without limitation thereto, meeting and display areas, communication centers, and offices.

(16) "Health care facility" means property operated in the private sector, whether operated for profit or not, used for or useful in connection with the diagnosis, treatment, therapy, rehabilitation, housing, or care of or for aged, sick, ill, injured, infirm, impaired, disabled, or handicapped persons, without discrimination among such persons due to race, religion, or national origin; or for the prevention, detection, and control of disease, including, without limitation thereto, hospital, clinic, emergency, outpatient, and intermediate care, including, but not limited to, facilities for the elderly such as assisted living facilities, facilities defined in s. 154.205(8), day care and share-a-home facilities, nursing homes, and the following related property when used for or in connection with the foregoing: laboratory; research; pharmacy; laundry; health personnel training and lodging; patient, guest, and health personnel food service facilities; and offices and office buildings for persons engaged in health care professions or services; provided, if required by ss. 400.601-400.611 and ss. 408.031-408.045, a certificate of need therefor is obtained prior to the issuance of the bonds.

(17) "Airport or port facility" means any one or more facilities within the definition of "airport" in s. 330.27, or within the definitions of "harbor and port facilities" in s. 159.02 or "port facilities" in s. 315.02, including any property

used by or useful for services to, or the convenience of, freight or passenger carriers, aircraft, vessels, passengers, or otherwise functionally related or subordinate to airport or port facilities as so defined.

(18) "Financing agreement" means a lease, lease-purchase agreement, lease with an option to purchase, sale or installment sale agreement, whether title passes in whole or in part at any time prior to, at, or after completion of the project, loan agreement, or other agreement forming the basis for the financing under this part, including any agreements, guarantees, or security instruments forming part of or related to providing assurance of payment of the obligations under such financing agreement.

(19) "Commercial project in an enterprise zone" means buildings, building additions or renovations, or other structures to be newly constructed and suitable for use by a commercial enterprise, and includes the site on which such buildings or structures are located, located in an area designated as an enterprise zone pursuant to s. 290.0065.

(20) "Motion picture production facility" means property used for or useful in connection with the preparation of motion picture or television productions produced for showing on screens or television for theatrical, commercial, advertising, or educational purposes utilizing live, animated, or a combination of live and animated actions, including, without limitation thereto, sound stages, editing facilities, facilities for production of background scenes, wardrobe facilities, recording and sound effects studios, and other facilities necessary or incidental thereto. This term does not include facilities or equipment purchased, leased, or used by television broadcasting or cable companies licensed by the Federal Communications Commission.

(21) "Preservation or rehabilitation of a certified historic structure" means any rehabilitation, restoration, or renovation of a "certified historic structure," as defined in s. 48(g)(3) of the Internal Revenue Code of 1954, as amended, or any rehabilitation, restoration, or renovation of any structure in a "registered historic district" defined in s. 48(g)(3)(B) of the Internal Revenue Code of 1954, as amended.

(22) "Educational facility" means:

(a) Property, limited to a structure suitable for use as a dormitory or other housing facility or a dining facility, that is operated in the public sector and used for or useful in connection with the operation of an institution for higher education, as defined in s. 243.20(8), which offers the baccalaureate or a higher degree and that is constructed in compliance with applicable codes as determined by appropriate state agencies.

(b) Property that comprises the buildings and equipment, structures, and special education use areas that are built, installed, or established to serve primarily the educational purposes of operating any nonprofit private preschool, kindergarten, elementary school, middle school, or high school that is established under chapter 617 or chapter 623, or that is owned or operated by an organization described in s. 501(c)(3) of the United States Internal Revenue Code, or operating any preschool, kindergarten, elementary school, middle school, or high school that is owned or operated as part of the state's system of public education, including, but not limited to, a charter school or a lab school operated under chapter 1002. The requirements of this part for the financing of projects through local agencies shall also apply to such schools. Bonds issued under the provisions of this part for such schools shall not be deemed to constitute a debt, liability, or obligation of the state or any political subdivision thereof, or a pledge of the faith and credit of the state or of any such political subdivision, but shall be payable solely from the revenues provided therefor.

(23) "Mass commuting facility" has the same meaning as in s. 103(b)(4) of the Internal Revenue Code of 1954, as amended, and the regulations issued thereunder.

(24) "Social service center" means a community or social service center constructed for an organization which holds current exemptions from federal income tax under s. 501(c)(3) of the Internal Revenue Code.

History.—s. 3, ch. 69-104; s. 2, ch. 75-126; s. 3, ch. 79-101; s. 2, ch. 80-287; s. 23, ch. 81-292; s. 8, ch. 82-119; s. 1, ch. 83-47; s. 6, ch. 83-55; s. 2, ch. 83-181; s. 19, ch. 83-271; s. 2, ch. 84-308; s. 23, ch. 84-356; s. 4, ch. 85-282; s. 4, ch. 86-181; s. 11, ch. 86-183; s. 39, ch. 87-92; s. 1, ch. 88-67; s. 18, ch. 88-294; s. 2, ch. 88-302; s. 1, ch. 88-409; s. 22, ch. 89-381; s. 59, ch. 94-136; s. 1, ch. 95-210; s. 56, ch. 95-280; s. 1, ch. 98-306; s. 11, ch. 2001-86; s. 903, ch. 2002-387; s. 5, ch. 2004-41.

159.28 General powers.—Every local agency shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including, but without limiting the generality of the foregoing, the

powers, with respect to any project or projects:

(1) To prescribe rules, regulations, and policies in connection with the performance of its functions and duties under this part;

(2) To receive, administer, and comply with conditions and requirements respecting any gift, grant, or donation of any property or money from any source, whether federal, state, or private;

(3) To make and execute financing agreements, contracts, deeds, and other instruments necessary or convenient in the exercise of the powers and functions of the local agency under this part, including contracts with persons, firms, corporations, federal and state agencies, and other local agencies, which state agencies and other local agencies are hereby authorized to enter into contracts and otherwise cooperate with any local agency to facilitate the financing, construction, leasing, or sale of any project;

(4) To acquire by purchase, lease, gift, or otherwise, or to obtain options for the acquisition of, any property, real or personal, improved or unimproved, for the construction, operation, or maintenance of any project;

(5) To sell, lease, exchange, transfer, or otherwise dispose of, or to grant options for any such purposes with respect to any real or personal property or interest therein;

(6) To pledge or assign any money, rents, charges, fees, or other revenues and any proceeds derived from sales of property, insurance, or condemnation awards or otherwise received under financing agreements;

(7) To issue revenue bonds of the local agency for the purpose of providing funds to pay all or any part of the cost of any project, and to issue revenue refunding bonds;

(8) To construct, acquire, own, repair, maintain, extend, improve, rehabilitate, renovate, furnish, and equip projects and to pay all or any part of the costs thereof from the proceeds of bonds of the local agency or from any contribution, gift, donation, or other funds made available to the local agency for such purpose;

(9) To fix, charge, and collect rents, fees, and charges for the use of any project; and

(10) To employ consulting engineers, architects, attorneys, real estate counselors, appraisers, and such other consultants and employees as may be required in the judgment of the local agency, and to fix and pay their compensation from funds available to the local agency therefor.

History.—s. 4, ch. 69-104; s. 3, ch. 80-287.

159.285 Additional county powers.—

(1) A county shall have full power and authority to issue revenue bonds for the purpose of financing and providing funds to pay the cost of pollution-control facilities or devices, or to provide facilities for the furnishing of water or sewerage or solid-waste disposal incorporated as a part of any project whether or not the site or sites of the project are located wholly or in part outside the boundaries of the county issuing the revenue bonds. However, the ultimate owner or user of the project shall maintain the project or the owner's or user's principal place of business within the boundaries of the county issuing the revenue bonds, and the revenue bonds shall comply with the requirements of s. 10(c), Art. VII of the State Constitution.

(2) As a condition precedent to issuing revenue bonds for the purpose of financing and providing funds to pay the cost of pollution-control facilities or devices or to provide facilities for the furnishing of water or sewerage or solid-waste disposal incorporated in a project located outside the boundaries of the county as authorized by subsection (1), the board of county commissioners or industrial development authority shall determine that the proposed facilities or devices are reasonably designed and intended to eliminate, mitigate, abate, control, or prevent air or water pollution or to provide facilities for the furnishing of water or sewerage or solid-waste disposal within the meaning of the rules and regulations of the Internal Revenue Service and that the ultimate owner or user of the project involved is financially responsible and fully capable and willing to fulfill its obligations under the contractual arrangements or lease with the county governing the project, including the obligation to pay rent or contract installments in the amounts and at the times required, to operate, repair, and maintain, at its own expense, the project leased or owned, and to serve the purposes of this part and such other responsibilities as may be imposed under the lease or contract.

(3) A county issuing revenue bonds pursuant to subsection (1) for the purpose of financing and providing funds for a project located wholly or in part outside the boundaries of the county issuing the revenue bonds may, in its discretion, request the board of county commissioners or the industrial development authority for the county or

counties in which the site or sites of the project are located wholly or in part to make the determination required by s. 159.29 of the county issuing the bonds. The determination by such county or counties in which the project is located wholly or in part that the criteria and requirements of s. 159.29 are met shall be final and conclusive and shall constitute satisfaction of the requirements of s. 159.29.

History.—s. 3, ch. 75-126; s. 1, ch. 77-269; s. 1, ch. 78-120.

159.287 Special act development commissions, councils, boards, or authorities; approval required to issue bonds.—

(1) Notwithstanding any other provision of this part or of any special act, any commission, council, board, or authority created by special act with the authority to issue bonds for the purpose of promoting economic development throughout a county shall be deemed to have been created for the purpose of issuing bonds on behalf of the county in which jurisdiction or under or by the authority of which such commission, council, board, or authority is located or is acting; and any bonds issued by such commission, council, board, or authority are subject to the approval or disapproval of the county commission of such county pursuant to s. 125.01(1)(z).

(2) Notwithstanding any other provision of this part or of any special act, any commission, council, board, or authority created by special act with the authority to issue bonds for the purpose of promoting economic development within a municipality shall be deemed to have been created for the purpose of issuing bonds on behalf of the municipality in which which jurisdiction or under or by the authority of which such commission, council, board, or authority is located or is acting; and any bonds issued by such commission, council, board, or authority are subject to the approval or disapproval of the governing authority of such municipality.

History.—s. 20, ch. 83-271.

159.29 Criteria and requirements.— In undertaking any project pursuant to this part, a local agency shall be guided by and shall observe the following criteria and requirements; however, the determination of the local agency as to compliance with such criteria and requirements shall be final and conclusive:

(1) The project, in the determination of the local agency, is appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of, the local agency in which it is to be located; shall provide or preserve gainful employment; shall protect the environment; or shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the state and its people as stated in s. 159.26.

(2) No financing agreement for a project shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required; to operate, repair, and maintain at its own expense the project leased; and to serve the purposes of this part and such other responsibilities as may be imposed under the financing agreement. In determining the financial responsibility of such party, consideration shall be given to the party's ratio of current assets to current liabilities; net worth; earning trends; coverage of all fixed charges; the nature of the industry or activity involved; its inherent stability; any guarantee of the obligations by some other financially responsible corporation, firm, or person; and other factors determinative of the capability of the party, financially and otherwise, to fulfill its obligations consistently with the purposes of this part.

(3) The local agency in which the project is to be located will be able to cope satisfactorily with the impact of such project and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the project and on account of any increases in population or other circumstances resulting therefrom.

(4) Adequate provision shall be made for the operation, repair, and maintenance of the project at the expense of the lessee and for the payment of principal of and interest on the bonds.

(5) The costs to be paid from the proceeds of the bonds shall be costs of a project within the meaning of this part, or, when applicable, part III or part V of this chapter, except for payments included in the purposes for which revenue refunding bonds may be issued under this part.

History.—s. 5, ch. 69-104; s. 4, ch. 80-287.

159.30 Agreements of lease.—

(1) No project financed under the provisions of this part shall be operated by the local agency or any other governmental agency, except that the local agency may temporarily operate or cause to be operated all or any part of a project to protect its interest therein pending any leasing or sale of such project in accordance with this part and, further, no institution for higher education, as defined in s. 243.20(8), which offers the baccalaureate or a higher degree shall be prevented from leasing or operating any dormitory or other housing facility or a dining facility for its own benefit to provide lodging or meals to students in furtherance of a lawful public purpose. A project acquired or constructed by a local agency, unless sold or contracted to be sold, shall be leased to one or more persons, firms, or private corporations for operation and maintenance in such a manner as will effectuate the purposes of this part, under an agreement of lease in form and substance not inconsistent herewith. Any such agreement of lease may provide, among other provisions, that:

(a) The lessee shall at its own expense operate, repair, and maintain the project or projects leased thereunder.

(b) The rent payable under the lease will in the aggregate be not less than an amount sufficient to pay all of the interest, principal, and redemption premiums, if any, on the bonds that will be issued by the local agency to pay the cost of the project or projects leased thereunder.

(c) The lessee shall pay all other costs incurred by the local agency in connection with the financing, construction, and administration of the project or projects leased, except as may be paid out of the proceeds of bonds or otherwise, including, but without being limited to, insurance costs, the cost of administering the bond resolution authorizing the bonds and any trust agreement securing the bonds, and the fees and expenses of trustees, paying agents, attorneys, consultants, and others.

(d) The term of the lease will terminate not earlier than the date on which all such bonds and all other obligations incurred by the local agency in connection with the project or projects leased thereunder are paid in full, including interest, principal, and redemption premiums, if any, or on which adequate funds for such payment are deposited in trust.

(e) The lessee's obligation to pay rent shall not be subject to cancellation, termination, or abatement by the lessee until such payment of the bonds, or provision for such payment, is made.

(2) Such agreement of lease may contain such additional provisions as in the determination of the local agency are necessary or convenient to effectuate the purposes of this part, including provisions for extensions of the term and renewals of the lease and vesting in the lessee an option to purchase the project leased thereunder pursuant to such terms and conditions consistent with this part as are prescribed in the lease; provided that, except as may otherwise be expressly stated in the agreement of lease to provide for any contingencies involving the damaging, destruction, or condemnation of the project leased or any substantial portion thereof, such option to purchase may not be exercised unless all bonds issued for such project, including all principal, interest, and redemption premiums, if any, and all other obligations incurred by the local agency in connection with such project have been paid in full or sufficient funds have been deposited in trust for such payment; and provided further that the purchase price of such project shall not be less than an amount sufficient to pay in full all of the bonds, including all principal, interest, and redemption premium, if any, issued for the project then outstanding and all other obligations incurred by the local agency in connection with such project.

History.—s. 6, ch. 69-104; s. 5, ch. 80-287; s. 3, ch. 84-308.

159.31 Tax exemption.— The exercise of the powers granted by this part in all respects will be for the benefit of the people of the state, for the increase of their industry and prosperity, for the improvement of their health and living conditions, and for the provision of gainful employment and will constitute the performance of essential public functions. The local agency shall not be required to pay any taxes on any project or any other property owned by the local agency under the provisions of this part or upon the income therefrom. The bonds issued under the provisions of this part, their transfer, and the income therefrom (including any profit made on the sale thereof), and all notes, mortgages, security agreements, letters of credit, or other instruments which arise out of or are given to secure the repayment of bonds issued in connection with a project financed under this part, shall at all times be free from taxation by the state or any local unit, political subdivision, or other instrumentality of the state. Nothing in this section,

however, shall be construed as exempting from taxation or assessments the leasehold interest of a lessee in any project or any other property or interest owned by the lessee. The exemption granted by this section shall not be applicable to any tax imposed by chapter 220 on interest, income, or profits on debt obligations owned by corporations.

History.—s. 7, ch. 69-104; s. 3, ch. 73-327; s. 6, ch. 80-287; s. 20, ch. 86-152.

159.32 Construction contracts.— Contracts for the construction of the project may be awarded by the local agency in such manner as in its judgment will best promote free and open competition, including advertisement for competitive bids in a newspaper of general circulation within the boundaries of the local agency; however, if the local agency shall determine that the purposes of this part will be more effectively served, the local agency in its discretion may award or cause to be awarded contracts for the construction of any project, or any part thereof, upon a negotiated basis as determined by the local agency. The local agency shall prescribe bid security requirements and other procedures in connection with the award of such contracts as in its judgment shall protect the public interest. The local agency may by written contract engage the services of the lessee, purchaser, or prospective lessee or purchaser of any project in the construction of the project and may provide in the contract that the lessee, purchaser, or prospective lessee or purchaser may act as an agent of, or an independent contractor for, the local agency for the performance of the functions described therein, subject to such conditions and requirements consistent with the provisions of this part as shall be prescribed in the contract, including functions such as the acquisition of the site and other real property for the project; the preparation of plans, specifications, and contract documents; the award of construction and other contracts upon a competitive or negotiated basis; the construction of the project, or any part thereof, directly by the lessee, purchaser, or prospective lessee or purchaser; the inspection and supervision of construction; the employment of engineers, architects, builders, and other contractors; and the provision of money to pay the cost thereof pending reimbursement by the local agency. Any such contract may provide that the local agency may, out of proceeds of bonds, make advances to or reimburse the lessee, purchaser, or prospective lessee or purchaser for its costs incurred in the performance of those functions, and shall set forth the supporting documents required to be submitted to the local agency and the reviews, examinations, and audits that shall be required in connection therewith to assure compliance with the provisions of this part and the contract.

History.—s. 8, ch. 69-104; s. 7, ch. 80-287.

159.33 Credit of state or political subdivision not pledged.—

(1) Bonds issued under the provisions of this part shall not be deemed to constitute a debt, liability, or obligation of the local agency or of the state or of any political subdivision thereof, or a pledge of the faith and credit of the local agency or of the state or of any such political subdivision, but shall be payable solely from the revenues provided therefor. Each bond issued under this part shall contain on the face thereof a statement to the effect that the local agency shall not be obligated to pay the same nor interest thereon except from the revenues and proceeds pledged therefor, and that neither the faith and credit nor the taxing power of the local agency or of the state or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds.

(2) Expenses incurred by the local agency in carrying out the provisions of this part may be made payable from funds provided pursuant to this part and no liability or obligation shall be incurred by the local agency hereunder beyond the extent to which moneys shall have been so provided. Any and all moneys advanced on behalf of any project, which are derived from any tax source of the local agency, shall be repaid from the bond proceeds or from the lessee to the governmental entity which advanced same.

History.—s. 9, ch. 69-104.

159.34 Bonds.—

(1) The local agency is authorized to provide for the issuance, at one time or from time to time, of industrial revenue bonds of the local agency for the purpose of paying all or any part of the cost of any project or projects. The bonds shall be designated, subject to such additions or changes as the local agency deems advisable, "____ Industrial Development Revenue Bonds" (inserting in the blank space the name of the local agency which issues the bonds). The principal of, and the interest on, such bonds shall be payable solely from the funds herein provided for payment. The bonds of each issue shall be dated; shall bear interest at such rate or rates, including variable rates, notwithstanding

any limitation in other laws relating to the maximum interest rate permitted for bonds of any county, municipality, or of the state or any agency of the foregoing; and shall mature at such time or times from their date or dates as may be determined or provided for by the local agency; and may be made redeemable before maturity at the option of the local agency at such price or prices and under such terms and conditions as may be fixed by the local agency prior to the issuance of the bonds. The local agency shall determine the form and the manner of execution of the bonds, including any interest coupons to be attached thereto, and shall fix the denomination or denominations of the bonds and the place or places of payment of principal and interest, which may be at any bank or trust company within or without the state. In case any officer whose signature, or a facsimile of whose signature, shall appear on any bonds or coupons shall cease to be that officer before the delivery of the bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The local agency may also provide for the authentication of the bonds by a trustee or fiscal agent. The bonds may be issued in coupon form or in registered form, or both, as the local agency may determine, and provision may be made for the registration of any coupon bonds as to principal alone and also as to both principal and interest; and for the reconversion into coupon bonds of any bonds registered as to both principal and interest; and for the interchange of registered and coupon bonds. The local agency may sell the bonds in such manner, either at public or private sale, and for such price as it may determine will best effectuate the purpose of this part, notwithstanding any limitation in other laws relating to the maximum interest rate permitted for bonds of a county, a municipality, or the state or any agency of the foregoing.

(2) Revenue bonds may be issued only if they are payable solely from revenue derived from the sale, operation, or leasing of any project or projects or other payments received under financing agreements with respect thereto.

(3) The proceeds of the bonds of each issue shall be used solely for the payment of the cost of the project or projects, or portion or portions thereof, for which such bonds shall have been issued, and shall be disbursed in such manner and under such restrictions, if any, as the local agency may provide in the resolution authorizing the issuance of such bonds or in the trust agreement hereinafter mentioned securing the same. If the proceeds of the bonds of any issue, by reason of increased construction costs or error in estimates or otherwise, shall be less than such cost, additional bonds may in like manner be issued to provide the amount of such deficiency, and unless otherwise provided in the bond resolution or in the trust agreement, shall be deemed to be of the same issue and shall be entitled to payment from the same fund without preference or priority of the bonds first issued. If the proceeds of the bonds of any issue shall exceed such cost, such excess shall be deposited to the credit of the sinking fund for such bonds, or, if so provided in such resolution or trust agreement, may be applied to the payment of the cost of any additional project or projects.

(4) Prior to the preparation of definitive bonds, the local agency may, under like restrictions, issue interim receipts or temporary bonds, with or without coupons, exchangeable for definitive bonds when such bonds shall have been executed and are available for delivery. The local agency may also provide for the replacement of any bonds which shall become mutilated or shall be destroyed or lost.

(5) Bonds may be issued under the provisions of this part without obtaining, except as otherwise expressly provided in this part, the consent of any department, division, commission, board, body, bureau, or agency of the state, and without any other proceedings or the happening of any conditions or things other than those proceedings, conditions, or things which are specifically required by this part and the provisions of the resolution authorizing the issuance of such bonds or the trust agreement securing the same.

(6) A local agency may provide in any bond resolution authorizing the issuance of bonds, or trust agreement securing the same, and in any agreement of lease or other contract respecting the project, that if at any time after such bonds have been sold and delivered it is ascertained by the local agency or its designee that the interest on the bonds is no longer exempt under federal income tax laws, or that operation of the project is no longer economically or legally feasible by reason of the condemnation, damaging, or destruction of all or any part of the project or by changes in the law, measures deemed necessary by the local agency may be taken to protect the interest of the holders of its bonds, including the acceleration of the date or dates for calling the bonds for redemption, increasing the redemption premium and the rates of interest on the bonds, or increasing the rent under any such agreement of lease. The local

agency may also require financial guarantees by guarantors acceptable to the local agency that obligations of any lessee under any such agreement of lease or contract shall be performed or otherwise satisfied.

History.—s. 10, ch. 69-104; s. 8, ch. 80-287; s. 884, ch. 95-147.

159.345 Local agency reporting requirement.— Any local agency which issues any revenue bonds pursuant to this part shall supply the Division of Bond Finance of the State Board of Administration with a copy of the report required in s. 103 of the Internal Revenue Code of 1954, as amended, at the times required pursuant to that section.

History.—s. 21, ch. 83-271; s. 5, ch. 86-181; s. 144, ch. 92-279; s. 55, ch. 92-326; s. 12, ch. 95-196; s. 13, ch. 2000-158.

159.35 Trust agreement.— In the discretion of the local agency, any bonds issued under the provisions of this part may be secured by a trust agreement by and between the local agency and a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the state. Such trust agreement or resolution providing for the issuance of such bonds may pledge or assign the fees, rents, charges, proceeds from the sale of any project or part thereof, insurance proceeds, condemnation awards, and other funds and revenues to be received therefor, and may provide for the mortgaging of any project or any part thereof as security for repayment of the bonds. Such trust agreement or resolution providing for the issuance of such bonds may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of the local agency in relation to the acquisition of property and the construction, improvement, maintenance, repair, operation, and insurance of the project or projects in connection with which such bonds shall have been authorized, the fees, rents, and other charges to be fixed and collected, the sale of any project, or part thereof, or other property, the terms and conditions for the issuance of additional bonds, and the custody, safeguarding, and application of all moneys. It shall be lawful for any bank or trust company incorporated under the laws of the state which may act as depository of the proceeds of bonds, revenues, or other money hereunder to furnish such indemnifying bonds or to pledge such securities as may be required by the local agency. Any such trust agreement or resolution may set forth the rights and remedies of the bondholders and of the trustee, and may restrict the individual right of action by bondholders. In addition to the foregoing, any such trust agreement or resolution may contain such other provisions as the local agency may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out the provisions of such trust agreement or resolution may be treated as a part of the cost of the project or projects in connection with which bonds are issued or as an expense of administration of such project or projects, as the case may be.

History.—s. 11, ch. 69-104.

159.36 Revenues.—

(1) The local agency is authorized to fix and to collect fees, rents, and charges for the use of any project or projects, and any part or section thereof, and to contract with any person, partnership, association, or corporation respecting the use thereof. The local agency may require that the lessee or users of any project or any part thereof, shall operate, repair, and maintain the project and shall bear the cost thereof and other costs of the local agency in connection with the project or projects leased, as may be provided in the agreement of lease or other contract with the local agency, in addition to other obligations imposed under such agreement or contract.

(2) The fees, rents, and charges, or other payments under a financing agreement, shall be so fixed as to provide a fund sufficient to pay the principal of and the interest on such bonds as the same shall become due and payable and, if so provided in the bond resolution or trust agreement, to create reserves for such purposes. The fees, rents, and charges and all other revenues and proceeds derived from the project or projects in connection with which the bonds of any issue shall have been issued, except such part thereof as may be necessary for such reserves or any expenditures as may be provided in the resolution authorizing the issuance of the bonds or in the trust agreement securing the same, shall be set aside, at the time or times as may be specified in the resolution or trust agreement, in a sinking fund which is hereby pledged to and charged with the payment of the principal of and the interest on such bonds as the same shall become due and the redemption price or the purchase price of bonds retired by call or purchase as therein provided. Such pledge shall be valid and binding from the time when the pledge is made. The fees, rents, charges, and other revenues and moneys so pledged and thereafter received by or on behalf of the local agency shall immediately

be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the local agency, irrespective of whether such parties have notice thereof. Neither the resolution nor any trust agreement by which a pledge is created need be filed or recorded, except in the records of the local agency. The use and disposition of money to the credit of the sinking fund shall be subject to the provisions of the resolution authorizing the issuance of such bonds or of such trust agreement. Except as may otherwise be provided in such resolution or trust agreement, the sinking fund shall be a fund for all such bonds without distinction or priority of one over another.

History.—s. 12, ch. 69-104; s. 9, ch. 80-287.

159.37 Trust funds.— Notwithstanding any other provisions of law to the contrary, all money received pursuant to the provisions of this part, whether as proceeds from the sale of bonds, sale of property, insurance, or condemnation awards, or as revenues, shall be deemed to be trust funds to be held and applied solely as provided in this part. The resolution authorizing the bonds of any issue or the trust agreement securing such bonds may provide that any of such moneys may be temporarily invested pending the disbursement thereof and shall provide that any officer with whom, or any bank or trust company with which, such moneys shall be deposited shall act as trustee of such moneys and shall hold and apply the same for the purposes hereof, subject to such regulations as this part and such resolution or trust agreement may provide.

History.—s. 13, ch. 69-104.

159.38 Remedies.— Any holder of bonds issued under the provisions of this part or any of the coupons appertaining thereto, and the trustee under any trust agreement, except to the extent the rights herein given may be restricted by such trust agreement or the resolution authorizing the issuance of such bonds, may, either at law or in equity, by suit, action, mandamus, or other proceeding, protect and enforce any and all rights under the laws of the state or granted hereunder or under such trust agreement or resolution authorizing the issuance of such bonds, or under any agreement of lease or other contract executed by the local agency pursuant to this part, and may enforce and compel the performance of all duties required by this part or by such trust agreement or resolution to be performed by any lessee or the local agency or by any officer thereof, including the fixing, charging, and collecting of fees, rents, and charges.

History.—s. 14, ch. 69-104.

159.39 Negotiability of bonds.— All bonds issued under the provisions of this part, regardless of form or terms, are hereby declared to have all the qualities and incidents, including negotiability, of investment securities under the Uniform Commercial Code of the state. Compliance with the provisions of the code respecting the filing of a financing statement to perfect a security interest shall not be deemed necessary for perfecting any security interest granted by a local agency in connection with the issuance of any such bonds; nevertheless, and notwithstanding s. 679.1091(4)(n), financing statements with respect to such security interests may be filed pursuant to the applicable provisions of the code to further evidence the grant and perfection of such security interests.

History.—s. 15, ch. 69-104; s. 10, ch. 80-287; s. 23, ch. 2002-1.

159.40 Bonds eligible for investment.— Bonds issued by any local agency under the provisions of this part are hereby made securities in which all public officers and public bodies of the state and its political subdivisions, all insurance companies, trust companies, banking associations, investment companies, executors, administrators, trustees, and other fiduciaries may properly and legally invest funds, including capital in their control or belonging to them. Such bonds are hereby made securities which may properly and legally be deposited with and received by any state or municipal officer or any agency or political subdivision of the state for any purpose for which the deposit of bonds or obligations of the state is now or may hereafter be authorized by law.

History.—s. 16, ch. 69-104.

159.41 Revenue refunding bonds.—

(1) Any local agency is authorized to provide by resolution for the issuance of revenue refunding bonds of the local agency for the purpose of refunding any bonds then outstanding which shall have been issued under the provisions of this part, including the payment of any redemption premium thereon and any interest accrued or to accrue to the date of redemption of such bonds, and, if deemed advisable by the local agency for either or both of the following additional purposes:

(a) Constructing improvements, additions, extensions or enlargements of the project or projects in connection with which the bonds to be refunded shall have been issued; and

(b) Paying all or any part of the cost of any additional project or projects.

The issuance of such bonds, the maturities and other details thereof, the rights of the holders thereof, and the rights, duties and obligations of the local agency in respect to the same shall be governed by the provisions of this part which relate to the issuance of revenue bonds, insofar as such provisions may be appropriate therefor.

(2) Revenue refunding bonds issued under this section may be sold or exchanged for outstanding bonds issued under this part and, if sold, the proceeds thereof may be applied, in addition to any other authorized purposes, to the purchase, redemption, or payment of such outstanding bonds. Revenue refunding bonds may be issued, in the determination of the local agency, at any time on or prior to the date of maturity or maturities or the date selected for the redemption of the bonds being refunded thereby. Pending the application of the proceeds of such refunding bonds, with any other available funds, to the payment of the principal, accrued interest, and any redemption premium on the bonds being refunded, and, if so provided or permitted in the resolution authorizing the issuance of such refunding bonds or in the trust agreement securing the same, to the payment of any interest on such refunding bonds and any expenses in connection with such refunding, such proceeds may be invested in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the proceeds, together with the interest accruing thereon, will be required for the purposes intended.

History.—s. 17, ch. 69-104; s. 2, ch. 77-269.

159.414 Authority to deal with financial institution which employs a board member.— Notwithstanding any general or special law, rule, regulation, or ordinance to the contrary, including ss. 112.311-112.326, a board may sell its bonds to a financial institution, as defined in s. 655.005, which employs a member of the board as an officer, director, or employee and may appoint a financial institution to serve as trustee or cotrustee under a trust indenture relating to bonds issued under this part, notwithstanding the fact that an officer, director, or employee of the financial institution is a member of the board. However, no member of the board who is an officer, director, or employee of a financial institution which is interested in purchasing or serving as trustee or cotrustee for a proposed or outstanding bond issue shall vote on any matter related to such bond issue after the interest of the financial institution in such bond issue becomes known to the member.

History.—s. 2, ch. 81-321; s. 42, ch. 83-217; s. 196, ch. 92-303; s. 885, ch. 95-147.

159.415 Composite issues of bonds.— Any local agency has the authority to issue, at one time or from time to time, a single issue of bonds to finance separate projects to be used by separate businesses and secured ratably by payments due under separate financing agreements between the local agency and each separate business, provided:

(1) The debt service payments due under all such separate financing agreements, in aggregate, are to be made in amounts and at the times required to pay in full the principal of the bonds and the premium, if any, and the interest on the bonds as the same become due and payable.

(2) Each separate business is financially responsible, fully capable, and willing to make the debt service payments it is required to make under the financing agreement between it and the local agency; or one or more other financially responsible persons, partnerships, corporations, banks, or insurance companies assumes, guarantees, or secures, by way of a guaranty, letter of credit, insurance policy, or otherwise, the obligations of such business to make such debt

service payments to the local agency or has guaranteed or insured the payment by the local agency of debt service on the bonds in an amount equal to the debt service payable by such business to the local agency under the financing agreement.

(3) Each business or other user of each project financed under each such financing agreement is financially responsible, fully capable, and willing to operate, maintain, and repair such project at its own expense; or the obligation to operate, repair, and maintain such project is assumed, guaranteed, or secured by one or more other financially responsible persons, partnerships, corporations, banks, or insurance companies.

History.—s. 22, ch. 83-271.

159.416 Pool financings.—

(1) Any local agency may issue, at one or more times, single issues of bonds to fund a pool financing program. For purposes of this chapter, the term "pool financing program" means a program under which bonds or other debt obligations are issued by a local agency, some or all of the proceeds of which are used to fund a loan fund to be used for the purpose of making loans to persons, some or all of whom have not been identified at the time the bonds are issued, to finance all or part of the cost of one or more projects described in s. 159.27(5), some or all of which have not been identified at the time the bonds are issued.

(2) Upon the issuance of such bonds the proceeds thereof shall constitute a pool of funds which may be used for the following purposes:

(a) To make loans to any person to pay the costs of any project described in s. 159.27(5);

(b) To provide a reserve fund for the bonds in any amount the local agency deems advisable;

(c) To pay costs of issuing the bonds;

(d) To pay costs of providing a credit enhancement facility for the bonds, including, but not limited to, bond insurance, letters of credit, surety bonds and guarantees;

(e) To pay costs of providing a liquidity facility for the bonds, including, but not limited to, letters of credit, surety bonds, and guarantees;

(f) To pay costs and liabilities incurred in providing any hedging facility for the bonds, including, but not limited to interest rate swap contracts and interest cap contracts;

(g) To pay costs of administering the bonds, the pool financing program, and the security therefor, including, but not limited to: compensation, fees, and expenses of any trustee, paying agent, registrar, authenticating agent, depositary, escrow agent, remarketing agent, administrative personnel, and professional consultants, including, but not limited to, accountants, attorneys, and financial advisers; and

(h) To pay capitalized interest on the bonds for any period the local agency deems advisable.

(3) If the interest income on the bonds is not intended to be excludable from the gross income of the holder for federal income tax purposes, no allocation of any federal statewide volume limitation need be obtained under part VI of this chapter under any executive order or otherwise.

(4) Prior to the issuance of bonds under this section it shall not be necessary that any projects or the users thereof be identified or that any of the findings described in s. 159.29 be made; provided, however, that prior to the issuance of bonds to fund a loan pool program hereunder, the local agency shall by ordinance or resolution state:

(a) That it is the intention of the local agency to issue bonds under this section to fund a pool financing program which shall make loans to assist in the financing of projects meeting the criteria set forth in s. 159.29, which loans shall mature not later than the final maturity of the bonds; and

(b) That the amounts to be held in any reserve fund, amounts to be held in any loan fund, amounts to be received from the repayment of principal of and interest on loans and the income to be derived from the investment thereof and any other available moneys under the program are expected to be sufficient to pay debt service on the bonds.

(5) Prior to the making of any loan of proceeds of the bonds, the local agency shall make by resolution or ordinance the findings required by s. 159.29 with respect to the use contemplated for such loan. The local agency may charge an application fee to persons applying for loans under the pool financing program and may charge a fee or acquire the loan at a discount, and proceeds of the loan may be used to pay or reimburse the borrower for any such fees.

(6) Bond proceeds loaned to finance any project shall be used to pay costs of such project, including, but not limited to, the costs of making and administering such loan and obtaining credit enhancement for said loan.

(7) Upon the making of any loan, the person to whom the loan is made shall enter into a loan agreement or other financing agreement with the local agency providing for:

(a) The use of the proceeds of the loan in compliance with the provisions of parts II and III of this chapter;

(b) The operation, repair, and maintenance of the project without cost to the local agency; and

(c) The payment of principal, interest, and premium on the loan in an amount and at the times at least sufficient to pay debt service on an equal principal amount of such bonds and to pay all costs incurred by the local agency in connection with the financing of the project, except as may be paid out of loan proceeds or otherwise, including costs of administering the loan and such portion of the costs of administering the bonds and pooled financing program as the local agency shall prorate to the financing of such project.

(8) The principal of, premium, if any, and interest on the bonds issued as provided by this section, administrative expenses of the bonds, and other costs and expenses of the pooled financing program shall be payable solely from the following sources:

(a) The proceeds of the bonds;

(b) Payments made by or in behalf of persons to whom moneys are loaned as herein provided;

(c) Any investment income derived from the investments of amounts described in paragraphs (a) and (b) or from the reinvestment of such investment income;

(d) Any deposits or investments made with amounts described in paragraphs (a), (b), and (c); and

(e) Payments made by any provider of any credit enhancement facility for the bonds or loans or by any provider of a liquidity facility for the bonds or hedging facility for the bonds; provided, however, that the obligation to repay or reimburse such provider shall be limited to sources specified in this subsection.

(9) Proceeds of bonds and moneys held for the payment of debt service on bonds, including, but not limited to, amounts held in the loan fund, any reserve fund, or debt service fund for the bonds, may be invested in investments authorized by or pursuant to an ordinance or resolution providing for the issuance of the bonds or any trust agreement or trust indenture or other instrument approved by such ordinance or resolution, including, but not limited to, investments described in s. 218.415. The acquisition of any debt obligation or investment contract or investment agreement of any bank, savings and loan association, insurance company, registered broker-dealer, or other financial institution shall be deemed to be an investment and not a loan and therefore need not meet the criteria of subsections (5), (6), and (7).

(10) Bonds issued hereunder shall have such maturities, not in excess of 40 years, and shall bear interest at such rate or rates, not to exceed the maximum interest rate allowed by law, and shall have such other terms as the local agency shall determine.

History.—s. 2, ch. 87-237; s. 5, ch. 88-326; s. 8, ch. 2000-264.

159.42 Cooperation of state.— The state, its officers, departments, divisions, and other state entities are authorized to cooperate with and provide assistance to local agencies in carrying out the purposes of this part and thereby promote the industry and economy of the state. Personnel, facilities, and property under the jurisdiction of such state officers and entities and such appropriated and other funds as from time to time may be available therefor may be used and applied pursuant to this section except to the extent prohibited by law.

History.—s. 18, ch. 69-104.

159.43 Liberal construction.— Part II of this chapter, being necessary for the prosperity and welfare of the state and its inhabitants, shall be liberally construed to effect the purposes thereof; shall be, and be deemed, authority in addition to, and shall provide alternative methods for, any other authority provided by law for the same or similar purposes; and is supplemental to and not in derogation of any powers of any local agency otherwise conferred. The criteria and requirements of this part are applicable only to projects financed under authority of this part, except as otherwise expressly incorporated by references in other provisions of law.

History.—s. 19, ch. 69-104; s. 11, ch. 80-287.

159.431 Applicability of ch. 80-287.— Chapter 80-287, Laws of Florida, shall not apply to any bonds for which a local agency has, prior to July 1, 1980, adopted a resolution or engaged in negotiations. Such bonds shall be governed by the provisions of chapter 159, as it existed immediately prior to July 1, 1980.

History.—s. 18, ch. 80-287.

PART III
INDUSTRIAL DEVELOPMENT AUTHORITIES

159.44 Definitions; industrial development authorities.
159.45 Creation of industrial development authorities.
159.46 Purposes.
159.47 Powers of the authority.
159.475 Authority reporting requirement.
159.48 Levy of ad valorem taxes by board of county commissioners.
159.49 Credit of state or political subdivision not pledge.
159.494 Authority to deal with financial institution which employs a member of the authority.
159.50 Tax exemption.
159.51 Powers of chapter supplemental.
159.52 Issuance of bonds.
159.53 Construction.

159.44 Definitions; industrial development authorities.— The following words and terms, unless the context clearly indicates a different meaning, shall have the following meaning:

(1) "Bonds" or "revenue bonds" means the bonds authorized to be issued by any authority under this act, which may consist of a single bond. The term "bonds" or "revenue bonds" shall also include a single bond, a promissory note or notes, or other debt obligations evidencing an obligation to repay borrowed money.

(2) "Project" means any project as defined in the Florida Industrial Development Financing Act.

(3) "Authority," "authorities," or "industrial development authority" means any of the public corporations created pursuant to ss. 159.44-159.53.

(4) "Commission" means the board of county commissioners or other body charged with governing the county.

(5) "Cost" as applied to a project shall embrace the cost of construction; land or rights in land; other property, both real and personal; machinery and equipment; financing charges, including interest; and all other costs necessary for placing the project in operation as defined in the Florida Industrial Development Financing Act. "Cost" shall also include the cost of financial consultants, accountants, legal services, engineering and architectural services, feasibility studies; and services by other consultants and such experts as may be selected by the lessee of any such project if the cost thereof shall be paid by the lessee or be included as a cost of the project and reimbursed from proceeds of any bonds issued to finance the cost of such project.

(6) "Florida Industrial Development Financing Act" means ss. 159.25-159.43 and any amendments thereto, and the definitions contained therein shall also be applicable to ss. 159.44-159.53 and to any bonds issued pursuant thereto.

History.—s. 3, ch. 70-229; s. 12, ch. 80-287.

159.45 Creation of industrial development authorities.—

(1) In each county, there is hereby created a local governmental body as a public body corporate and politic to be known as the "____ County Industrial Development Authority," hereafter referred to as "authority" or "authorities." Each of the authorities is constituted as a public instrumentality for the purposes of industrial development, and the exercise by an authority of the powers conferred by ss. 159.44-159.53 shall be deemed and held to be the performance of an essential public purpose and function. No authority shall transact any business or exercise any power hereunder until and unless the county commission by proper resolution shall declare that there is a need for an authority to function in such county. The determination as to whether there is such need for an authority to function:

(a) May be made by the commission on its own motion; or

CHAPTER 189
UNIFORM SPECIAL DISTRICT ACCOUNTABILITY ACT

PART I
GENERAL PROVISIONS
(ss. 189.01-189.019)

PART II
DEPENDENT SPECIAL DISTRICTS
(ss. 189.02-189.022)

PART III
INDEPENDENT SPECIAL DISTRICTS
(ss. 189.03-189.033)

PART IV
ELECTIONS
(ss. 189.04-189.042)

PART V
FINANCE
(ss. 189.05-189.056)

PART VI
OVERSIGHT AND ACCOUNTABILITY
(ss. 189.06-189.0695)

PART VII
MERGER AND DISSOLUTION
(ss. 189.07-189.0761)

PART VIII
COMPREHENSIVE PLANNING
(ss. 189.08-189.082)

PART I
GENERAL PROVISIONS

189.01 Short title.
189.011 Statement of legislative purpose and intent.
189.012 Definitions.
189.013 Special districts; creation, dissolution, and reporting requirements.
189.014 Designation of registered office and agent.
189.015 Meetings; notice; required reports.
189.016 Reports; budgets; audits.

189.017 Rulemaking authority.
189.018 Fee schedule; Grants and Donations Trust Fund.
189.019 Codification.

189.01 Short title.— This chapter may be cited as the "Uniform Special District Accountability Act."

History.—s. 1, ch. 89-169; s. 6, ch. 2014-22.

Note.— Former s. 189.401.

189.011 Statement of legislative purpose and intent.—

(1) It is the intent of the Legislature through the adoption of this chapter to provide general provisions for the definition, creation, and operation of special districts. It is the specific intent of the Legislature that dependent special districts shall be created at the prerogative of the counties and municipalities and that independent special districts shall only be created by legislative authorization as provided herein.

(2) The Legislature finds that special districts serve a necessary and useful function by providing services to residents and property in the state. The Legislature finds further that special districts operate to serve a public purpose and that this is best secured by certain minimum standards of accountability designed to inform the public and appropriate local general-purpose governments of the status and activities of special districts. It is the intent of the Legislature that this public trust be secured by requiring each special district in the state to register and report its financial and other activities. The Legislature further finds that failure of a special district to comply with the minimum disclosure requirements set forth in this chapter may result in action against the special district.

(3) Realizing that special districts are created to serve special purposes, the Legislature intends through the adoption of this chapter that special districts cooperate and coordinate their activities with the units of general-purpose local government in which they are located. The reporting requirements set forth in this chapter shall be the minimum level of cooperation necessary to provide services to the citizens of this state in an efficient and equitable fashion.

History.—s. 2, ch. 89-169; s. 7, ch. 2014-22; s. 2, ch. 2016-22.

Note.— Subsection (1) former s. 189.402(1); subsection (2) former s. 189.402(6); subsection (3) former s. 189.402(7).

189.012 Definitions.— As used in this chapter, the term:

(1) "Department" means the Department of Commerce.

(2) "Dependent special district" means a special district that meets at least one of the following criteria:

(a) The membership of its governing body is identical to that of the governing body of a single county or a single municipality.

(b) All members of its governing body are appointed by the governing body of a single county or a single municipality.

(c) During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.

(d) The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

This subsection is for purposes of definition only. Nothing in this subsection confers additional authority upon local governments not otherwise authorized by the provisions of the special acts or general acts of local application creating each special district, as amended.

(3) "Independent special district" means a special district that is not a dependent special district as defined in subsection (2). A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

(4) "Local governing authority" means the governing body of a unit of local general-purpose government. However, if the special district is a political subdivision of a municipality, "local governing authority" means the municipality.

(5) "Public facilities" means major capital improvements, including, but not limited to, transportation facilities, sanitary sewer facilities, solid waste facilities, water management and control facilities, potable water facilities, alternative water systems, educational facilities, parks and recreational facilities, health systems and facilities, and, except for spoil disposal by those ports listed in s. 311.09(1), spoil disposal sites for maintenance dredging in waters of the state.

(6) "Special district" means a unit of local government created for a special purpose, as opposed to a general purpose, which has jurisdiction to operate within a limited geographic boundary and is created by general law, special act, local ordinance, or by rule of the Governor and Cabinet. The term does not include a school district, a community college district, a special improvement district created pursuant to s. 285.17, a municipal service taxing or benefit unit as specified in s. 125.01, or a board which provides electrical service and which is a political subdivision of a municipality or is part of a municipality.

(7) "Water management district" for purposes of this chapter means a special taxing district which is a regional water management district created and operated pursuant to chapter 373 or chapter 61-691, Laws of Florida, or a flood control district created and operated pursuant to chapter 25270, Laws of Florida, 1949, as modified by s. 373.149.

History.—s. 3, ch. 89-169; s. 1, ch. 92-314; s. 4, ch. 97-255; s. 64, ch. 2011-142; s. 10, ch. 2014-22; s. 39, ch. 2024-6.

Note.—Former s. 189.403.

189.013 Special districts; creation, dissolution, and reporting requirements.—All special districts, regardless of the existence of other, more specific provisions of applicable law, shall comply with the creation, dissolution, and reporting requirements set forth in this chapter.

History.—s. 4, ch. 89-169; s. 5, ch. 97-255; s. 11, ch. 2014-22.

Note.—Former s. 189.4031(1).

189.014 Designation of registered office and agent.—

(1) Within 30 days after the first meeting of its governing body, each special district in the state shall designate a registered office and a registered agent and file such information with the local governing authority or authorities and with the department. The registered agent shall be an agent of the district upon whom any process, notice, or demand required or permitted by law to be served upon the district may be served. A registered agent shall be an individual resident of this state whose business address is identical with the registered office of the district. The registered office may be, but need not be, the same as the place of business of the special district.

(2) The district may change its registered office or change its registered agent, or both, upon filing such information with the local governing authority or authorities and with the department.

History.—s. 10, ch. 79-183; s. 15, ch. 81-167; s. 23, ch. 89-169; s. 18, ch. 97-255; s. 38, ch. 2014-22.

Note.—Former s. 189.004; s. 189.416.

189.015 Meetings; notice; required reports.—

(1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually in the manner required in this subsection. The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days before such meeting as provided in chapter 50 in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the governing body. No approval of the annual budget shall be granted at an emergency meeting. The notice shall be posted as provided in chapter 50. Any other provision of law to the contrary notwithstanding, and except in the case of emergency meetings, water management districts may provide reasonable notice of public meetings held to evaluate responses to solicitations issued by the water management district, as provided in chapter 50 by publication on a publicly accessible website or by publication in a newspaper in the county where the principal office of the water

management district is located, or in the county or counties where the public work will be performed, no fewer than 7 days before such meeting.

(2) All meetings of the governing body of the special district shall be open to the public and governed by the provisions of chapter 286.

(3) Meetings of the governing body of the special district shall be held in a public building when available within the district, in a county courthouse of a county in which the district is located, or in a building in the county accessible to the public.

History.—s. 10, ch. 79-183; s. 78, ch. 81-259; s. 24, ch. 89-169; s. 19, ch. 97-255; s. 33, ch. 99-378; s. 39, ch. 2014-22; s. 16, ch. 2021-17; s. 15, ch. 2022-103.

Note.—Former s. 189.005; s. 189.417.

189.016 Reports; budgets; audits.—

(1) When a new special district is created, the district must forward to the department, within 30 days after the adoption of the special act, rule, ordinance, resolution, or other document that provides for the creation of the district, a copy of the document and a written statement that includes a reference to the status of the special district as dependent or independent and the basis for such classification. In addition to the document or documents that create the district, the district must also submit a map of the district, showing any municipal boundaries that cross the district's boundaries, and any county lines if the district is located in more than one county. The department must notify the local government or other entity and the district within 30 days after receipt of the document or documents that create the district as to whether the district has been determined to be dependent or independent.

(2) Any amendment, modification, or update of the document by which the district was created, including changes in boundaries, must be filed with the department within 30 days after adoption. The department may initiate proceedings against special districts as provided in s. 189.067 for failure to file the information required by this subsection. However, for the purposes of this section and s. 175.101(1), the boundaries of a district shall be deemed to include an area that has been annexed until the completion of the 4-year period specified in s. 171.093(4) or other mutually agreed upon extension, or when a district is providing services pursuant to an interlocal agreement entered into pursuant to s. 171.093(3).

(3) The governing body of each special district shall adopt a budget by resolution each fiscal year. The total amount available from taxation and other sources, including balances brought forward from prior fiscal years, must equal the total of appropriations for expenditures and reserves. At a minimum, the adopted budget must show for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1). The adopted budget must regulate expenditures of the special district, and an officer of a special district may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget.

(4) The tentative budget must be posted on the special district's official website at least 2 days before the budget hearing, held pursuant to s. 200.065 or other law, to consider such budget and must remain on the website for at least 45 days. The final adopted budget must be posted on the special district's official website within 30 days after adoption and must remain on the website for at least 2 years. This subsection and subsection (3) do not apply to water management districts as defined in s. 373.019.

(5) The proposed budget of a dependent special district must be contained within the general budget of the local governing authority to which it is dependent and be clearly stated as the budget of the dependent district. However, with the concurrence of the local governing authority, a dependent district may be budgeted separately. The dependent district must provide any budget information requested by the local governing authority at the time and place designated by the local governing authority.

(6) The governing body of each special district at any time within a fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year as follows:

(a) Appropriations for expenditures within a fund may be decreased or increased by motion recorded in the minutes if the total appropriations of the fund do not increase.

(b) The governing body may establish procedures by which the designated budget officer may authorize certain amendments if the total appropriations of the fund do not increase.

(c) If a budget amendment is required for a purpose not specifically authorized in paragraph (a) or paragraph (b), the budget amendment must be adopted by resolution.

(7) If the governing body of a special district amends the budget pursuant to paragraph (6)(c), the adopted amendment must be posted on the official website of the special district within 5 days after adoption and must remain on the website for at least 2 years.

(8) A local general-purpose government may review the budget or tax levy of any special district located solely within its boundaries.

(9) All special districts must comply with the financial reporting requirements of ss. 218.32 and 218.39. A local general-purpose government or governing authority may request, from any special district located solely within its boundaries, financial information in order to comply with its reporting requirements under ss. 218.32 and 218.39. The special district must cooperate with such request and provide the financial information at the time and place designated by the local general-purpose government or governing authority.

(10) All reports or information required to be filed with a local general-purpose government or governing authority under ss. 189.014, 189.015, and 189.08 and subsection (8) must:

(a) If the local general-purpose government or governing authority is a county, be filed with the clerk of the board of county commissioners.

(b) If the district is a multicounty district, be filed with the clerk of the county commission in each county.

(c) If the local general-purpose government or governing authority is a municipality, be filed at the place designated by the municipal governing body.

History.—s. 10, ch. 79-183; s. 16, ch. 81-167; s. 25, ch. 89-169; s. 13, ch. 96-324; s. 144, ch. 2001-266; s. 26, ch. 2002-1; s. 19, ch. 2004-305; s. 2, ch. 2009-217; s. 14, ch. 2011-144; s. 40, ch. 2014-22; s. 3, ch. 2016-22.

Note.—Former s. 189.006; s. 189.418.

189.017 Rulemaking authority.—The department may adopt rules to implement the provisions of this chapter.

History.—s. 59, ch. 89-169; s. 22, ch. 97-255; s. 67, ch. 2011-142; s. 46, ch. 2014-22.

Note.—Former s. 189.425.

189.018 Fee schedule; Grants and Donations Trust Fund.—The department, by rule, shall establish a schedule of fees to pay one-half of the costs incurred by the department in administering this act, except that the fee may not exceed $175 per district per year. The fees collected under this section shall be deposited in the Grants and Donations Trust Fund administered by the department. Any fee rule must consider factors such as the dependent and independent status of the district and district revenues for the most recent fiscal year as reported to the Department of Financial Services. The department may assess fines of not more than $25, with an aggregate total not to exceed $50, as penalties against special districts that fail to remit required fees to the department. It is the intent of the Legislature that general revenue funds will be made available to the department to pay one-half of the cost of administering this act.

History.—s. 64, ch. 89-169; s. 41, ch. 93-120; s. 15, ch. 96-324; s. 3, ch. 2000-118; s. 31, ch. 2000-151; s. 169, ch. 2003-261; s. 68, ch. 2011-142; s. 47, ch. 2014-22.

Note.—Former s. 189.427.

189.019 Codification.—

(1) Each district, by December 1, 2004, shall submit to the Legislature a draft codified charter, at its expense, so that its special acts may be codified into a single act for reenactment by the Legislature, if there is more than one special act for the district. The Legislature may adopt a schedule for individual district codification. Any codified act relating to a district, which act is submitted to the Legislature for reenactment, shall provide for the repeal of all prior special acts of the Legislature relating to the district. The codified act shall be filed with the department pursuant to s. 189.016(2).

(2) The reenactment of existing law under this section shall not be construed as a grant of additional authority nor to supersede the authority of any entity pursuant to law. Exceptions to law contained in any special act that are

reenacted pursuant to this section shall continue to apply.

(3) The reenactment of existing law under this section shall not be construed to modify, amend, or alter any covenants, contracts, or other obligations of any district with respect to bonded indebtedness. Nothing pertaining to the reenactment of existing law under this section shall be construed to affect the ability of any district to levy and collect taxes, assessments, fees, or charges for the purpose of redeeming or servicing bonded indebtedness of the district.

History.—s. 24, ch. 97-255; s. 3, ch. 98-320; s. 146, ch. 2001-266; s. 49, ch. 2014-22.

Note.—Former s. 189.429.

PART II
DEPENDENT SPECIAL DISTRICTS

189.02 Dependent special districts.
189.021 Refund of certain special assessments.
189.022 Status statement.

189.02 Dependent special districts.—

(1) A charter for the creation of a dependent special district created after September 30, 1989, shall be adopted only by ordinance of a county or municipal governing body having jurisdiction over the area affected.

(2) A county is authorized to create dependent special districts within the boundary lines of the county, subject to the approval of the governing body of the incorporated area affected.

(3) A municipality is authorized to create dependent special districts within the boundary lines of the municipality.

(4) Dependent special districts created by a county or municipality shall be created by adoption of an ordinance that includes:

(a) The purpose, powers, functions, and duties of the district.

(b) The geographic boundary limitations of the district.

(c) The authority of the district.

(d) An explanation of why the district is the best alternative.

(e) The membership, organization, compensation, and administrative duties of the governing body.

(f) The applicable financial disclosure, noticing, and reporting requirements.

(g) The methods for financing the district.

(h) A declaration that the creation of the district is consistent with the approved local government comprehensive plans.

(5) The Legislature may create a dependent special district by special act at the request or with the consent of the local government upon which the special district will be dependent.

History.—s. 7, ch. 89-169; s. 7, ch. 97-255; s. 16, ch. 2014-22; s. 5, ch. 2016-22.

Note.—Former s. 189.4041.

189.021 Refund of certain special assessments.—If a dependent special district has levied assessments for an improvement or specialized function for which it was created; no bonds have been issued against which the special assessments are pledged; and the county or municipality which created the special district determines that the demand for the improvement or function no longer exists or the majority of the land against which the special assessments were authorized has been purchased by a tax-exempt governmental agency to be preserved for environmental purposes and which cannot receive the benefit for which the assessments were levied, unspent and unobligated moneys collected as assessments, along with any interest collected thereon, shall be refunded to the original payors of the assessments when the costs of distributing the refund do not exceed the amount available for refund. This section shall operate retroactively to January 1, 1987.

History.—s. 12, ch. 97-255; s. 26, ch. 2014-22.

Note.—Former s. 189.4047.

189.022 Status statement.— The charter of a newly created dependent special district shall contain, and where practical and feasible, the charter of an existing dependent special district shall be amended to contain, a reference to the status of the special district as dependent. When necessary, the status statement shall be amended to conform to the department's determination or declaratory statement regarding the status of the district.

History.—s. 6, ch. 2016-22.

PART III
INDEPENDENT SPECIAL DISTRICTS

189.03 Statement of legislative purpose and intent; independent special districts.
189.031 Legislative intent for the creation of independent special districts; special act prohibitions; model elements and other requirements; local general-purpose government/Governor and Cabinet creation authorizations.
189.0311 Independent special districts; charter requirements.
189.0312 Independent special districts; term of office.
189.0313 Independent special districts; boundaries; exception.
189.033 Independent special district services in disproportionally affected county; rate reduction for providers providing economic benefits.

189.03 Statement of legislative purpose and intent; independent special districts.—

(1) The Legislature finds that:

(a) There is a need for uniform, focused, and fair procedures in state law to provide a reasonable alternative for the establishment, powers, operation, and duration of independent special districts.

(b) It is in the public interest that any independent special district created pursuant to state law not outlive its usefulness and that the operation of such a district and the exercise by the district of its powers be consistent with applicable due process, disclosure, accountability, ethics, and government-in-the-sunshine requirements which apply both to governmental entities and to their elected and appointed officials.

(2) It is the policy of this state:

(a) That independent special districts may be used by the private and public sectors, as authorized by state law, to manage, own, operate, construct, and finance basic capital infrastructure, facilities, and services.

(b) That the exercise by any independent special district of its powers complies with all applicable laws, rules, and regulations.

(3) It is the legislative intent to authorize a uniform procedure by general law to create an independent special district and to provide by general law for the uniform operation, exercise of power, and procedure for termination of any such independent special district.

(4) The Legislature finds and declares that:

(a) Growth and development issues transcend the boundaries and responsibilities of individual units of government, and often no single unit of government can plan or implement policies to deal with these issues without affecting other units of government.

(b) The provision of capital infrastructure, facilities, and services for the preservation and enhancement of the quality of life of the people of this state may require the creation of multicounty and multijurisdictional districts.

History.—s. 2, ch. 89-169; s. 9, ch. 2014-22.

Note.—Subsections (1)-(3) former s. 189.402(3)-(5); subsection (4) former s. 189.402(8).

189.031 Legislative intent for the creation of independent special districts; special act prohibitions; model elements and other requirements; local general-purpose government/Governor and Cabinet creation authorizations.—

(1) LEGISLATIVE INTENT.—It is the intent of the Legislature that, after September 30, 1989, at a minimum, the requirements of subsection (3) must be satisfied when an independent special district is created.

(2) SPECIAL ACTS PROHIBITED.—Pursuant to s. 11(a)(21), Art. III of the State Constitution, the Legislature hereby prohibits special laws or general laws of local application which:

(a) Create independent special districts that do not, at a minimum, conform to the minimum requirements in subsection (3);

(b) Exempt independent special district elections from the appropriate requirements in s. 189.04;

(c) Exempt an independent special district from the requirements for bond referenda in s. 189.042;

(d) Exempt an independent special district from the reporting, notice, or public meetings requirements of s. 189.015, s. 189.016, s. 189.051, or s. 189.08; or

(e) Create an independent special district for which a statement has not been submitted to the Legislature that documents the following:

1. The purpose of the proposed district;
2. The authority of the proposed district;
3. An explanation of why the district is the best alternative; and
4. A resolution or official statement of the governing body or an appropriate administrator of the local jurisdiction within which the proposed district is located stating that the creation of the proposed district is consistent with the approved local government plans of the local governing body and that the local government has no objection to the creation of the proposed district.

(3) MINIMUM REQUIREMENTS.—General laws or special acts that create or authorize the creation of independent special districts and are enacted after September 30, 1989, must address and require the following in their charters:

(a) The purpose of the district.

(b) The powers, functions, and duties of the district regarding ad valorem taxation, bond issuance, other revenue-raising capabilities, budget preparation and approval, liens and foreclosure of liens, use of tax deeds and tax certificates as appropriate for non-ad valorem assessments, and contractual agreements.

(c) The methods for establishing the district.

(d) The method for amending the charter of the district.

(e) The membership and organization of the governing body of the district. If a district created after September 30, 1989, uses a one-acre/one-vote election principle, it shall provide for a governing body consisting of five members. Three members shall constitute a quorum.

(f) The maximum compensation of a governing body member.

(g) The administrative duties of the governing body of the district.

(h) The applicable financial disclosure, noticing, and reporting requirements.

(i) If a district has authority to issue bonds, the procedures and requirements for issuing bonds.

(j) The procedures for conducting any district elections or referenda required and the qualifications of an elector of the district.

(k) The methods for financing the district.

(l) If an independent special district has the authority to levy ad valorem taxes, other than taxes levied for the payment of bonds and taxes levied for periods not longer than 2 years when authorized by vote of the electors of the district, the millage rate that is authorized.

(m) The method or methods for collecting non-ad valorem assessments, fees, or service charges.

(n) Planning requirements.

(o) Geographic boundary limitations.

(4) LOCAL GOVERNMENT/GOVERNOR AND CABINET CREATION AUTHORIZATIONS.—Except as otherwise authorized by general law, only the Legislature may create independent special districts.

(a) A municipality may create an independent special district which shall be established by ordinance in accordance with s. 190.005, or as otherwise authorized in general law.

(b) A county may create an independent special district which shall be adopted by a charter in accordance with s. 125.901 or s. 154.331 or chapter 155, or which shall be established by ordinance in accordance with s. 190.005, or as otherwise authorized by general law.

(c) The Governor and Cabinet may create an independent special district which shall be established by rule in accordance with s. 190.005 or as otherwise authorized in general law. The Governor and Cabinet may also approve the

establishment of a charter for the creation of an independent special district which shall be in accordance with s. 373.713, or as otherwise authorized in general law.

(d)1. Any combination of two or more counties may create a regional special district which shall be established in accordance with s. 950.001, or as otherwise authorized in general law.

2. Any combination of two or more counties or municipalities may create a regional special district which shall be established in accordance with s. 373.713, or as otherwise authorized by general law.

3. Any combination of two or more counties, municipalities, or other political subdivisions may create a regional special district in accordance with s. 163.567, or as otherwise authorized in general law.

(5) STATUS STATEMENT.—The charter of a newly created independent special district shall contain, and, where practical and feasible, the charter of an existing independent special district shall be amended to contain, a reference to the status of the special district as independent. When necessary, the status statement shall be amended to conform to the department's determination or declaratory statement regarding the status of the district.

(6) GOVERNANCE.—For purposes of s. 8(h)(2), Art. II of the State Constitution, a board member or a public employee of a special district does not abuse his or her public position if the board member or public employee commits an act or omission that is authorized under s. 112.313(7), (12), (15), or (16) or s. 112.3143(3)(b), and an abuse of a board member's position does not include any act or omission in connection with a vote when the board member has followed the procedures required by s. 112.3143.

(7) REVIEW OF DEVELOPMENT AGREEMENTS.—An independent special district is precluded from complying with the terms of any development agreement, or any other agreement for which the development agreement serves in whole or part as consideration, which is executed within 3 months preceding the effective date of a law modifying the manner of selecting members of the governing body of the independent special district from election to appointment or from appointment to election. The newly elected or appointed governing body of the independent special district shall review within 4 months of taking office any development agreement or any other agreement for which the development agreement serves in whole or part as consideration and shall, after such review, vote on whether to seek readoption of such agreement. This subsection shall apply to any development agreement that is in effect on, or is executed after, the effective date of this section. This subsection expires July 1, 2028, unless reviewed and saved from repeal through reenactment by the Legislature.

History.—s. 6, ch. 89-169; s. 106, ch. 90-136; s. 6, ch. 97-255; s. 6, ch. 2010-205; s. 14, ch. 2014-22; s. 15, ch. 2016-10; s. 7, ch. 2016-22; s. 1, ch. 2020-77; s. 5, ch. 2023-31.

Note.—Former s. 189.404.

189.0311 Independent special districts; charter requirements.—

(1) Notwithstanding any general law, special act, or ordinance of a local government to the contrary, any independent special district charter enacted after September 30, 1989, shall contain the information required by s. 189.031(3). Recognizing that the exclusive charter for a community development district is the statutory charter contained in ss. 190.006-190.041, community development districts established after July 1, 1980, pursuant to the provisions of chapter 190 shall be deemed in compliance with this requirement.

(2) Notwithstanding s. 189.072(2), any independent special district established by a special act prior to the date of ratification of the State Constitution on November 5, 1968, and which was not reestablished, reratified, or otherwise reconstituted by a special act or general law after November 5, 1968, is dissolved effective June 1, 2023. An independent special district affected by this subsection may be reestablished on or after June 1, 2023, pursuant to the requirements and limitations of this chapter.

History.—s. 5, ch. 97-255; s. 30, ch. 99-378; s. 12, ch. 2014-22; s. 1, ch. 2022-266.

Note.—Former s. 189.4031(2).

189.0312 Independent special districts; term of office.—

(1) A member elected by the qualified electors of the district to the governing body of an independent special district may not serve for more than 12 consecutive years, unless the district's charter provides for more restrictive

terms of office. Service of a term of office that commenced before November 5, 2024, does not count toward the limitation imposed by this subsection.

(2) This section does not apply to a community development district established under chapter 190, or an independent special district created pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of the district.

(3) This section does not require an independent special district governed by an appointed governing body to convert to an elected governing body.

History.—s. 4, ch. 2024-136.

189.0313 Independent special districts; boundaries; exception.— Notwithstanding any special law or general law of local application to the contrary, the boundaries of an independent special district shall only be changed by general law or special act. This section does not apply to a community development district established pursuant to chapter 190.

History.—s. 5, ch. 2024-136.

189.033 Independent special district services in disproportionally affected county; rate reduction for providers providing economic benefits.— If the governing body of an independent special district that provides water, wastewater, and sanitation services in a disproportionally affected county determines that a new user or the expansion of an existing user of one or more of its utility systems will provide a significant benefit to the community in terms of increased job opportunities, economies of scale, or economic development in the area, the governing body may authorize a reduction of its rates, fees, or charges for that user for a specified period of time. A governing body that exercises this power must do so by resolution that states the anticipated economic benefit justifying the reduction as well as the period of time that the reduction will remain in place. As used in this section, the term "disproportionally affected county" means Bay County, Escambia County, Franklin County, Gulf County, Okaloosa County, Santa Rosa County, Walton County, or Wakulla County.

History.—s. 8, ch. 2012-127; s. 15, ch. 2014-22; s. 13, ch. 2023-173.

Note.— Former s. 189.40401.

PART IV
ELECTIONS

189.04 Elections; general requirements and procedures.
189.041 Elections; special requirements and procedures for districts with governing bodies elected on a one-acre/one-vote basis.
189.042 Special district bond referenda.

189.04 Elections; general requirements and procedures.—

(1) If a dependent special district has an elected governing body, elections shall be conducted by the supervisor of elections of the county wherein the district is located in accordance with the Florida Election Code, chapters 97-106.

(2)(a) Any independent special district located entirely in a single county may provide for the conduct of district elections by the supervisor of elections for that county. Any independent special district that conducts its elections through the office of the supervisor shall make election procedures consistent with the Florida Election Code.

(b) Any independent special district not conducting district elections through the supervisor of elections shall report to the supervisor in a timely manner the purpose, date, authorization, procedures, and results of each election conducted by the district.

(c) A candidate for a position on a governing body of a single-county special district that has its elections conducted by the supervisor of elections shall qualify for the office with the county supervisor of elections in whose jurisdiction the district is located. Elections for governing body members elected by registered electors shall be nonpartisan, except when partisan elections are specified by a district's charter. Candidates shall qualify as directed by

chapter 99. The qualifying fee shall be remitted to the general revenue fund of the qualifying officer to help defray the cost of the election.

(3)(a) If a multicounty special district has a popularly elected governing body, elections for the purpose of electing members to such governing body shall conform to the Florida Election Code, chapters 97-106.

(b) With the exception of those districts conducting elections on a one-acre/one-vote basis, qualifying for multicounty special district governing body positions shall be coordinated by the Department of State. Elections for governing body members elected by registered electors shall be nonpartisan, except when partisan elections are specified by a district's charter. Candidates shall qualify as directed by chapter 99. The qualifying fee shall be remitted to the Department of State.

(4) With the exception of elections of special district governing body members conducted on a one-acre/one-vote basis, in any election conducted in a special district the decision made by a majority of those voting shall prevail, except as otherwise specified by law.

(5) The provisions of this section shall not apply to community development districts established pursuant to chapter 190 or to water management districts created and operated pursuant to chapter 373.

(6) Nothing in this act requires that a special district governed by an appointed governing body convert to an elected governing body.

History.—s. 12, ch. 89-169; s. 13, ch. 97-255; s. 2, ch. 98-320; s. 52, ch. 2007-30; s. 27, ch. 2014-22.

Note.—Subsections (1)-(4) former s. 189.405(1)-(4); subsections (5), (6) former s. 189.405(6), (7).

189.041 Elections; special requirements and procedures for districts with governing bodies elected on a one-acre/one-vote basis.—

(1) DEFINITIONS.—As used in this section:

(a) "Qualified elector" means any person at least 18 years of age who is a citizen of the United States, a permanent resident of Florida, and a freeholder or freeholder's spouse and resident of the district who registers with the supervisor of elections of a county within which the district lands are located when the registration books are open.

(b) "Urban area" means a contiguous developed and inhabited urban area within a district with a minimum average resident population density of at least 1.5 persons per acre as defined by the latest official census, special census, or population estimate or a minimum density of one single-family home per 2.5 acres with access to improved roads or a minimum density of one single-family home per 5 acres within a recorded plat subdivision. Urban areas shall be designated by the governing body of the district with the assistance of all local general-purpose governments having jurisdiction over the area within the district.

(c) "Governing body member" means any duly elected member of the governing body of a special district elected pursuant to this section, provided that a member elected by popular vote shall be a qualified district elector and a member elected on a one-acre/one-vote basis shall meet the requirements of s. 298.11 for election to the governing body.

(d) "Contiguous developed urban area" means any reasonably compact urban area located entirely within a special district. The separation of urban areas by a publicly owned park, right-of-way, highway, road, railroad, canal, utility, body of water, watercourse, or other minor geographical division of a similar nature shall not prevent such areas from being defined as urban areas.

(2) POPULAR ELECTIONS; REFERENDUM; DESIGNATION OF URBAN AREAS.—

(a) *Referendum.*—

1. A referendum shall be called by the governing body of a special district where the governing body is elected on a one-acre/one-vote basis on the question of whether certain members of a district governing body should be elected by qualified electors, provided each of the following conditions has been satisfied at least 60 days before the general or special election at which the referendum is to be held:

a. The district shall have a total population, according to the latest official state census, a special census, or a population estimate, of at least 500 qualified electors.

b. A petition signed by 10 percent of the qualified electors of the district shall have been filed with the governing body of the district. The petition shall be submitted to the supervisor of elections of the county or counties in which

the lands are located. The supervisor shall, within 30 days after the receipt of the petitions, certify to the governing body the number of signatures of qualified electors contained on the petition.

2. Upon verification by the supervisor or supervisors of elections of the county or counties within which district lands are located that 10 percent of the qualified electors of the district have petitioned the governing body, a referendum election shall be called by the governing body at the next regularly scheduled election of governing body members occurring at least 30 days after verification of the petition or within 6 months of verification, whichever is earlier.

3. If the qualified electors approve the election procedure described in this subsection, the governing body of the district shall be increased to five members and elections shall be held pursuant to the criteria described in this subsection beginning with the next regularly scheduled election of governing body members or at a special election called within 6 months following the referendum and final unappealed approval of district urban area maps as provided in paragraph (b), whichever is earlier.

4. If the qualified electors of the district disapprove the election procedure described in this subsection, elections of the members of the governing body shall continue as described by s. 298.12 or the enabling legislation for the district. No further referendum on the question shall be held for a minimum period of 2 years following the referendum.

(b) *Designation of urban areas.*—

1. Within 30 days after approval of the election process described in this subsection by qualified electors of the district, the governing body shall direct the district staff to prepare and present maps of the district describing the extent and location of all urban areas within the district. Such determination shall be based upon the criteria contained within paragraph (1)(b).

2. Within 60 days after approval of the election process described in this subsection by qualified electors of the district, the maps describing urban areas within the district shall be presented to the governing body.

3. Any district landowner or elector may contest the accuracy of the urban area maps prepared by the district staff within 30 days after submission to the governing body. Upon notice of objection to the maps, the governing body shall request the county engineer to prepare and present maps of the district describing the extent and location of all urban areas within the district. Such determination shall be based upon the criteria contained within paragraph (1)(b). Within 30 days after the governing body request, the county engineer shall present the maps to the governing body.

4. Upon presentation of the maps by the county engineer, the governing body shall compare the maps submitted by both the district staff and the county engineer and make a determination as to which set of maps to adopt. Within 60 days after presentation of all such maps, the governing body may amend and shall adopt the official maps at a regularly scheduled meeting of the governing body.

5. Any district landowner or qualified elector may contest the accuracy of the urban area maps adopted by the governing body within 30 days after adoption by petition to the circuit court with jurisdiction over the district. Accuracy shall be determined pursuant to paragraph (1)(b). Any petitions so filed shall be heard expeditiously, and the maps shall either be approved or approved with necessary amendments to render the maps accurate and shall be certified to the governing body.

6. Upon adoption by the governing body or certification by the court, the district urban area maps shall serve as the official maps for determination of the extent of urban area within the district and the number of governing body members to be elected by qualified electors and by the one-acre/one-vote principle at the next regularly scheduled election of governing body members.

7. Upon a determination of the percentage of urban area within the district as compared with total area within the district, the governing body shall order elections in accordance with the percentages pursuant to paragraph (3)(a). The landowners' meeting date shall be designated by the governing body.

8. The maps shall be updated and readopted every 5 years or sooner in the discretion of the governing body.

(3) GOVERNING BODY.—

(a) *Composition.*—

1. Members of the governing body of the district shall be elected in accordance with the following determinations of urban area:

a. If urban areas constitute 25 percent or less of the district, one governing body member shall be elected by the qualified electors and four governing body members shall be elected in accordance with the one-acre/one-vote principle contained within s. 298.11 or the district-enabling legislation.

b. If urban areas constitute 26 percent to 50 percent of the district, two governing body members shall be elected by the qualified electors and three governing body members shall be elected in accordance with the one-acre/one-vote principle contained within s. 298.11 or the district-enabling legislation.

c. If urban areas constitute 51 percent to 70 percent of the district, three governing body members shall be elected by the qualified electors and two governing body members shall be elected in accordance with the one-acre/one-vote principle contained within s. 298.11 or the district-enabling legislation.

d. If urban areas constitute 71 percent to 90 percent of the district, four governing body members shall be elected by the qualified electors and one governing body member shall be elected in accordance with the one-acre/one-vote principle contained within s. 298.11 or the district-enabling legislation.

e. If urban areas constitute 91 percent or more of the district, all governing body members shall be elected by the qualified electors.

2. All governing body members elected by qualified electors shall be elected at large.

(b) *Term of office.*—All governing body members elected by qualified electors shall have a term of 4 years except for governing body members elected at the first election and the first landowners' meeting following the referendum prescribed in paragraph (2)(a). Governing body members elected at the first election and the first landowners' meeting following the referendum shall serve as follows:

1. If one governing body member is elected by the qualified electors and four are elected on a one-acre/one-vote basis, the governing body member elected by the qualified electors shall be elected for a period of 4 years. Governing body members elected on a one-acre/one-vote basis shall be elected for periods of 1, 2, 3, and 4 years, respectively, as prescribed by ss. 298.11 and 298.12.

2. If two governing body members are elected by the qualified electors and three are elected on a one-acre/one-vote basis, the governing body members elected by the electors shall be elected for a period of 4 years. Governing body members elected on a one-acre/one-vote basis shall be elected for periods of 1, 2, and 3 years, respectively, as prescribed by ss. 298.11 and 298.12.

3. If three governing body members are elected by the qualified electors and two are elected on a one-acre/one-vote basis, two of the governing body members elected by the electors shall be elected for a term of 4 years and the other governing body member elected by the electors shall be elected for a term of 2 years. Governing body members elected on a one-acre/one-vote basis shall be elected for terms of 1 and 2 years, respectively, as prescribed by ss. 298.11 and 298.12.

4. If four governing body members are elected by the qualified electors and one is elected on a one-acre/one-vote basis, two of the governing body members elected by the electors shall be elected for a term of 2 years and the other two for a term of 4 years. The governing body member elected on a one-acre/one-vote basis shall be elected for a term of 1 year as prescribed by ss. 298.11 and 298.12.

5. If five governing body members are elected by the qualified electors, three shall be elected for a term of 4 years and two for a term of 2 years.

6. If any vacancy occurs in a seat occupied by a governing body member elected by the qualified electors, the remaining members of the governing body shall, within 45 days after the vacancy occurs, appoint a person who would be eligible to hold the office to the unexpired term.

(c) *Landowners' meetings.*—

1. An annual landowners' meeting shall be held pursuant to s. 298.11 and at least one governing body member shall be elected on a one-acre/one-vote basis pursuant to s. 298.12 for so long as 10 percent or more of the district is not contained in an urban area. In the event all district governing body members are elected by qualified electors, there shall be no further landowners' meetings.

2. At any landowners' meeting called pursuant to this section, 50 percent of the district acreage shall not be required to constitute a quorum and each governing body member shall be elected by a majority of the acreage represented either by owner or proxy present and voting at said meeting.

3. All landowners' meetings of districts operating pursuant to this section shall be set by the governing body within the month preceding the month of the election of the governing body members by the electors.

4. Vacancies on the governing body shall be filled pursuant to s. 298.12 except as otherwise provided in subparagraph (b)6.

(4) QUALIFICATIONS.—Elections for governing body members elected by qualified electors shall be nonpartisan. Qualifications shall be pursuant to the Florida Election Code and shall occur during the qualifying period established by s. 99.061. Qualification requirements shall only apply to those governing body member candidates elected by qualified electors. Following the first election pursuant to this section, elections to the governing body by qualified electors shall occur at the next regularly scheduled election closest in time to the expiration date of the term of the elected governing body member. If the next regularly scheduled election is beyond the normal expiration time for the term of an elected governing body member, the governing body member shall hold office until the election of a successor.

(5) Those districts established as single-purpose water control districts, and which continue to act as single-purpose water control districts, pursuant to chapter 298, pursuant to a special act, pursuant to a local government ordinance, or pursuant to a judicial decree, shall be exempt from the provisions of this section. All other independent special districts with governing bodies elected on a one-acre/one-vote basis shall be subject to the provisions of this section.

(6) The provisions of this section shall not apply to community development districts established pursuant to chapter 190.

History.—s. 13, ch. 89-169; s. 14, ch. 97-255; s. 29, ch. 2014-22.

Note.—Former s. 189.4051.

189.042 Special district bond referenda.—Where required by the State Constitution or general law, special district bond referenda shall be conducted according to ss. 100.211 and 100.221. The provisions of this section shall not apply to community development districts established pursuant to chapter 190.

History.—s. 15, ch. 89-169; s. 31, ch. 2014-22.

Note.—Former s. 189.408.

PART V
FINANCE

189.05 Collection of non-ad valorem assessments.
189.051 Bond issuance.
189.052 Assessments levied on facilities regulated under chapter 513.
189.053 Purchases from purchasing agreements of special districts, municipalities, or counties.
189.054 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by special district.
189.055 Treatment of special districts.
189.056 Downtown development districts; ad valorem taxation.

189.05 Collection of non-ad valorem assessments.—Community development districts may and other special districts shall provide for the collection of annual non-ad valorem assessments in accordance with chapter 197 or monthly non-ad valorem assessments in accordance with chapter 170.

History.—s. 14, ch. 89-169; s. 30, ch. 2014-22.

Note.—Former s. 189.4065.

189.051 Bond issuance.—If a referendum is not required, the district shall ensure that, at the time of the closing, the bonds met at least one of the following criteria:

(1) The bonds were rated in one of the highest four ratings by a nationally recognized rating service;

(2) The bonds were privately placed with or otherwise sold to accredited investors;

(3) The bonds were backed by a letter of credit from a bank, savings and loan association, or other creditworthy guarantor, or by bond insurance, guaranteeing payment of principal and interest on the bonds; or

(4) The bonds were accompanied by an independent financial advisory opinion stating that estimates of debt service coverage and probability of debt repayment are reasonable, which opinion was provided by an independent financial advisory, consulting, or accounting firm registered where professional registration is required by law and which is in good standing with the state and in conformance with all applicable professional standards for such opinions.

History.—s. 16, ch. 89-169; s. 10, ch. 96-324; s. 32, ch. 2014-22.

Note.—Former s. 189.4085.

189.052 Assessments levied on facilities regulated under chapter 513.—When an independent or dependent special district levies an assessment on a facility regulated under chapter 513, the assessment shall not be based on the assertion that the facility is comprised of residential units. Instead, facilities regulated under chapter 513 shall be assessed in the same manner as a hotel, motel, or other similar facility.

History.—s. 9, ch. 2000-355; s. 42, ch. 2014-22.

Note.—Former s. 189.420.

189.053 Purchases from purchasing agreements of special districts, municipalities, or counties.—Special districts may purchase commodities and contractual services, other than services the acquisition of which is governed by s. 287.055, from the purchasing agreements of other special districts, municipalities, or counties which have been procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations, and which are otherwise in compliance with general law if the purchasing agreement of the other special district, municipality, or county was procured by a process that would have met the procurement requirements of the purchasing special district.

History.—s. 1, ch. 2009-217; s. 44, ch. 2014-22.

Note.—Former s. 189.4221.

189.054 Purchase, sale, or privatization of water, sewer, or wastewater reuse utility by special district.—No dependent or independent special district may purchase or sell a water, sewer, or wastewater reuse utility that provides service to the public for compensation, or enter into a wastewater facility privatization contract for a wastewater facility until the governing body of the district has held a public hearing on the purchase, sale, or wastewater facility privatization contract and made a determination that the purchase, sale, or wastewater facility privatization contract is in the public interest. In determining if the purchase, sale, or wastewater facility privatization contract is in the public interest, the district shall consider, at a minimum, the following:

(1) The most recent available income and expense statement for the utility;

(2) The most recent available balance sheet for the utility, listing assets and liabilities and clearly showing the amount of contributions-in-aid-of-construction and the accumulated depreciation thereon;

(3) A statement of the existing rate base of the utility for regulatory purposes;

(4) The physical condition of the utility facilities being purchased, sold, or subject to wastewater facility privatization contract;

(5) The reasonableness of the purchase, sale, or wastewater facility privatization contract price and terms;

(6) The impacts of the purchase, sale, or wastewater facility privatization contract on utility customers, both positive and negative;

(7)(a) Any additional investment required and the ability and willingness of the purchaser or the private firm under a wastewater facility privatization contract to make that investment, whether the purchaser is the special district or the entity purchasing the utility from the special district;

(b) In the case of a wastewater facility privatization contract, the terms and conditions on which the private firm will provide capital investment and financing or a combination thereof for contemplated capital replacements, additions, expansions, and repairs. The special district shall give significant weight to this criteria;

(8) The alternatives to the purchase, sale, or wastewater facility privatization contract and the potential impact on utility customers if the purchase, sale, or wastewater facility privatization contract is not made;

(9)(a) The ability of the purchaser or the private firm under a wastewater facility privatization contract to provide and maintain high-quality and cost-effective utility service, whether the purchaser is the special district or the entity purchasing the utility from the special district;

(b) In the case of a wastewater facility privatization contract, the special district shall give significant weight to the technical expertise and experience of the private firm in carrying out the obligations specified in the wastewater facility privatization contract; and

(10) All moneys paid by a private firm to a special district pursuant to a wastewater facility privatization contract shall be used for the purpose of reducing or offsetting property taxes, wastewater service rates, or debt reduction or making infrastructure improvements or capital asset expenditures or other public purpose; provided, however, nothing herein shall preclude the special district from using all or part of the moneys for the purpose of the special district's qualification for relief from the repayment of federal grant awards associated with the wastewater system as may be required by federal law or regulation.

The special district shall prepare a statement showing that the purchase, sale, or wastewater facility privatization contract is in the public interest, including a summary of the purchaser's or private firm's experience in water, sewer, or wastewater reuse utility operation and a showing of financial ability to provide the service, whether the purchaser or private firm is the special district or the entity purchasing the utility from the special district. The provisions of this section shall not apply to community development districts established pursuant to chapter 190.

History.—s. 4, ch. 84-84; s. 29, ch. 89-169; s. 7, ch. 93-51; s. 8, ch. 96-202; s. 45, ch. 2014-22.

Note.—Former s. 189.30; s. 189.423.

189.055 Treatment of special districts.—For the purpose of s. 196.199(1), special districts shall be treated as municipalities.

History.—s. 53, ch. 2014-22.

189.056 Downtown development districts; ad valorem taxation.—

(1) It is the intent of the Legislature to encourage the revitalization of downtown areas within large municipalities where the societal ills associated with urban blight are most prevalent. However, in recognition of the traditionally broad home rule power exercised by charter counties, the Legislature intends that this section apply only to certain counties.

(2) The governing body of a municipality with a population of more than 400,000, as determined by the Office of Economic and Demographic Research, and located in a county as defined in s. 125.011(1) may, by ordinance, levy an ad valorem tax of up to 0.475 mill on the taxable value of all real and personal property located in a downtown development district to help finance the operation of the district. The district's millage may not exceed 0.475 mill and may not exceed the limitations contained in s. 200.001(8)(d) for dependent special districts.

History.—s. 1, ch. 2015-43.

PART VI
OVERSIGHT AND ACCOUNTABILITY

189.06 Legislative intent; centralized location.
189.061 Official list of special districts.
189.062 Special procedures for inactive districts.
189.063 Education programs for new members of district governing bodies.
189.064 Special District Accountability Program; duties and responsibilities.
189.065 Special districts; oversight of state funds use.
189.0651 Oversight of special districts created by special act of the Legislature.
189.0652 Oversight of special districts created by local ordinance or enacted by local resolution.

189.0653 Information before public hearing on noncompliance.
189.066 Effect of failure to file certain reports or information.
189.067 Failure of district to disclose financial reports.
189.068 Special districts; authority for oversight; general oversight review process.
189.069 Special districts; required reporting of information; web-based public access.
189.0694 Special districts; performance measures and standards.
189.0695 Independent special districts; performance reviews.

189.06 Legislative intent; centralized location.—It is the intent of the Legislature through the adoption of this chapter to have one centralized location for all legislation governing special districts and to:

(1) Improve the enforcement of statutes currently in place that help ensure the accountability of special districts to state and local governments.

(2) Improve communication and coordination between state agencies with respect to required special district reporting and state monitoring.

(3) Improve communication and coordination between special districts and other local entities with respect to ad valorem taxation, non-ad valorem assessment collection, special district elections, and local government comprehensive planning.

(4) Move toward greater uniformity in special district elections and non-ad valorem assessment collection procedures at the local level without hampering the efficiency and effectiveness of the current procedures.

(5) Clarify special district definitions and creation methods in order to ensure consistent application of those definitions and creation methods across all levels of government.

(6) Specify in general law the essential components of any new type of special district.

(7) Specify in general law the essential components of a charter for a new special district.

(8) Encourage the creation of municipal service taxing units and municipal service benefit units for providing municipal services in unincorporated areas of each county.

History.—s. 2, ch. 89-169; s. 8, ch. 2014-22.

Note.—Former s. 189.402(2).

189.061 Official list of special districts.—

(1)(a) The department shall maintain the official list of special districts. The official list of special districts shall include all special districts in this state and shall indicate the independent or dependent status of each district. All special districts on the list shall be sorted by county. The definitions in s. 189.012 shall be the criteria for determination of the independent or dependent status of each special district on the official list. The status of community development districts shall be independent on the official list of special districts.

(b) The official list shall exclude all districts declared inactive as provided in s. 189.062.

(2) The official list shall be maintained by the department using the information filed with the department by the special districts pursuant to this chapter. If a special district does not submit its written status statement required by s. 189.016(1) within the required time, the department may determine the status of the district. If the department determines the status, the department shall render its determination to an agent of the special district.

(3) The official list of special districts or the determination of status does not constitute final agency action pursuant to chapter 120. If the status of a special district on the official list is inconsistent with the status submitted by the district, the district may request the department to issue a declaratory statement setting forth the requirements necessary to resolve the inconsistency. If necessary, upon issuance of a declaratory statement by the department that is not appealed pursuant to chapter 120, the governing body of any special district receiving such a declaratory statement shall apply to the entity that originally established the district for an amendment to its charter correcting the specified defects in its original charter. This amendment shall be for the sole purpose of resolving inconsistencies between a district charter and the status of a district as it appears on the official list.

(4) The Department of Financial Services shall notify the department of each entity that attempts to report as a special district in the annual financial report pursuant to s. 218.32 that is not included on the official list of special

districts. The Auditor General shall notify the department of each entity that attempts to report as a special district in an audit report issued pursuant to s. 218.39 that is not included on the official list of special districts. Upon notification by the Department of Financial Services or the Auditor General, the department shall determine whether the entity is a special district as defined in s. 189.012. If the entity is a special district, the department shall add the entity to the official list of special districts and shall notify each such entity that it is required to comply with s. 189.013.

(5) The official list of special districts shall be available on the department's website and must include a link to the website of each special district that provides web-based access to the public of the information and documentation required under s. 189.069.

History.—s. 5, ch. 89-169; s. 78, ch. 92-279; s. 55, ch. 92-326; s. 9, ch. 96-324; s. 44, ch. 2001-266; s. 167, ch. 2003-261; s. 47, ch. 2010-102; s. 69, ch. 2011-142; s. 13, ch. 2014-22; s. 10, ch. 2016-22.

Note.—Former s. 189.4035.

189.062 Special procedures for inactive districts.—

(1) The department shall declare inactive any special district in this state by documenting that:

(a) The special district meets one of the following criteria:

1. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has taken no action for 2 or more years;

2. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government notifies the department in writing that the district has not had a governing body or a sufficient number of governing body members to constitute a quorum for 2 or more years;

3. The registered agent of the district, the chair of the governing body of the district, or the governing body of the appropriate local general-purpose government fails to respond to an inquiry by the department within 21 days;

4. The department determines, pursuant to s. 189.067, that the district has failed to file any of the reports listed in s. 189.066;

5. The district has not had a registered office and agent on file with the department for 1 or more years;

6. The governing body of a special district provides documentation to the department that it has unanimously adopted a resolution declaring the special district inactive. The special district is responsible for payment of any expenses associated with its dissolution;

7. The district is an independent special district or a community redevelopment district created under part III of chapter 163 that has reported no revenue, no expenditures, and no debt under s. 189.016(9) or s. 218.32 for at least 5 consecutive fiscal years beginning no earlier than October 1, 2018. This subparagraph does not apply to a community development district established under chapter 190 or to any independent special district operating pursuant to a special act that provides that any amendment to chapter 190 to grant additional powers constitutes a power of that district; or

8. For a mosquito control district created pursuant to chapter 388, the department has received notice from the Department of Agriculture and Consumer Services that the district has failed to file a tentative work plan and tentative detailed work plan budget as required by s. 388.271.

(b) The department, special district, or local general-purpose government has published a notice of proposed declaration of inactive status in a newspaper of general circulation in the county or municipality in which the territory of the special district is located and has sent a copy of such notice by certified mail to the registered agent or chair of the governing body, if any. If the special district is a dependent special district with a governing body that is not identical to the governing body of a single county or a single municipality, a copy of such notice must also be sent by certified mail to the governing body of the county or municipality on which the district is dependent. Such notice must include the name of the special district, the law under which it was organized and operating, a general description of the territory included in the special district, and a statement that any objections must be filed pursuant to chapter 120 within 30 days after the publication date. The objections may include that the special district has outstanding debt obligations that are not included in reports required under s. 189.016(9) or s. 218.32.

(c) Thirty days have elapsed from the publication date of the notice of proposed declaration of inactive status and no administrative appeals were filed.

(2) If any special district is declared inactive pursuant to this section, the district may only expend funds as necessary to service outstanding debt and to comply with existing bond covenants and other contractual obligations. The property or assets of the special district are subject to legal process for payment of any debts of the district. After the payment of all the debts of said inactive special district, the remainder of its property or assets shall escheat to the county or municipality wherein located. If, however, it shall be necessary, in order to pay any such debt, to levy any tax or taxes on the property in the territory or limits of the inactive special district, the same may be assessed and levied by order of the local general-purpose government wherein the same is situated and shall be assessed by the county property appraiser and collected by the county tax collector.

(3)(a) In the case of a district created by special act of the Legislature, the department shall send a notice of declaration of inactive status to the Speaker of the House of Representatives and the President of the Senate, and the standing committees of the Senate and the House of Representatives charged with special district oversight as determined by the presiding officers of each respective chamber and the Legislative Auditing Committee. The notice of declaration of inactive status shall reference each known special act creating or amending the charter of any special district declared to be inactive under this section. The declaration of inactive status shall be sufficient notice as required by s. 10, Art. III of the State Constitution to authorize the Legislature to repeal any special laws so reported. Each special act creating or amending the charter of a special district declared to be inactive under this section may be repealed by general law.

(b) In the case of a district created by one or more local general-purpose governments, the department shall send a notice of declaration of inactive status to the chair of the governing body of each local general-purpose government that created the district.

(c) In the case of a district created by interlocal agreement, the department shall send a notice of declaration of inactive status to the chair of the governing body of each local general-purpose government which entered into the interlocal agreement.

(4) The entity that created a special district declared inactive under this section must dissolve the special district by repealing its enabling laws or by other means as set forth in s. 189.071 or s. 189.072.

(5) A special district declared inactive under this section may not collect taxes, fees, or assessments unless the declaration is:

(a) Withdrawn or revoked by the department; or

(b) Invalidated in proceedings initiated by the special district within 30 days after the publication date of the newspaper notice required under paragraph (1)(b). The special district governing body may initiate proceedings within the period authorized in this paragraph by:

1. Filing with the department a petition for an administrative hearing pursuant to s. 120.569; or

2. Filing an action for declaratory and injunctive relief under chapter 86 in the circuit court of the judicial circuit in which the majority of the area of the district is located.

(c) If a timely challenge to the declaration is not initiated by the special district governing body, or the department prevails in a proceeding initiated under paragraph (b), the department may enforce the prohibitions in this subsection by filing a petition for enforcement with the circuit court in and for Leon County. The petition may request declaratory, injunctive, or other equitable relief, including the appointment of a receiver, and any forfeiture or other remedy provided by law.

(d) The prevailing party shall be awarded costs of litigation and reasonable attorney fees in any proceeding brought under this subsection.

(6)(a) The department shall immediately remove each special district declared inactive as provided in this section from the official list of special districts maintained as provided in ss. 189.061 and 189.064.

(b) The department shall create a separate list of all special districts declared inactive as provided in this section and shall maintain each such district on the inactive list until the department determines that the district has resumed active status, the district is merged as provided in s. 189.071 or s. 189.074, or the district is dissolved as provided in s. 189.071 or s. 189.072.

History.—s. 10, ch. 89-169; s. 10, ch. 97-255; s. 143, ch. 2001-266; s. 17, ch. 2004-305; s. 12, ch. 2011-144; s. 3, ch. 2012-16; s. 24, ch. 2014-22; s. 11, ch. 2016-22; s. 6, ch. 2024-136.

Note.—Former s. 189.4044.

189.063 Education programs for new members of district governing bodies.—

(1) The department may provide, contract for, or assist in conducting education programs, as its budget permits, for all newly elected or appointed members of district governing bodies. The education programs shall include, but are not limited to, courses on the code of ethics for public officers and employees, public meetings and public records requirements, public finance, and parliamentary procedure.

(2) An individual district governing body, at its discretion, may bear the costs associated with educating its members. Governing body members of districts which have qualified for a zero annual fee for the most recent invoicing period pursuant to s. 189.018 are not required to pay a fee for any education program the department provides, contracts for, or assists in conducting.

History.—s. 31, ch. 99-378; s. 28, ch. 2014-22.

Note.—Former s. 189.405(5).

189.064 Special District Accountability Program; duties and responsibilities.—The Special District Accountability Program of the department has the following duties:

(1) Electronically publishing special district noncompliance status reports from the Department of Management Services, the Department of Financial Services, the Division of Bond Finance of the State Board of Administration, the Auditor General, and the Legislative Auditing Committee, for the reporting required in ss. 112.63, 218.32, 218.38, and 218.39. The noncompliance reports must list those special districts that did not comply with the statutory reporting requirements and be made available to the public electronically.

(2) Maintaining the official list of special districts as set forth in s. 189.061.

(3) Publishing and updating of a "Florida Special District Handbook" that contains, at a minimum:

(a) A section that specifies definitions of special districts and status distinctions in the statutes.

(b) A section or sections that specify current statutory provisions for special district creation, implementation, modification, dissolution, and operating procedures.

(c) A section that summarizes the reporting requirements applicable to all types of special districts as provided in ss. 189.015 and 189.016.

(d) A section that summarizes the public facilities reporting requirements and the evaluation and appraisal notification schedule as provided in s. 189.08(2).

(4) Coordinating and communicating among state agencies regarding special districts.

(5) Providing technical advisory assistance to special districts regarding the requirements specified in this chapter which may be performed by the department or by a qualified third-party vendor pursuant to a contract entered into in accordance with applicable bidding requirements.

(6) Providing assistance to local general-purpose governments and state agencies in collecting delinquent reports or information.

(7) Helping special districts comply with reporting requirements.

(8) Declaring special districts inactive when directed by the Legislative Auditing Committee or required by this chapter.

(9) Initiating enforcement proceedings as provided in ss. 189.062, 189.066, and 189.067.

History.—s. 18, ch. 89-169; s. 15, ch. 90-502; s. 79, ch. 92-279; s. 55, ch. 92-326; s. 15, ch. 95-154; ss. 3, 17, ch. 95-272; ss. 11, 12, ch. 96-324; s. 15, ch. 97-255; s. 3, ch. 97-287; s. 69, ch. 99-255; s. 32, ch. 99-378; s. 45, ch. 2001-266; s. 25, ch. 2002-1; s. 168, ch. 2003-261; s. 18, ch. 2004-305; s. 48, ch. 2010-102; s. 65, ch. 2011-142; s. 13, ch. 2011-144; s. 33, ch. 2014-22; s. 12, ch. 2016-22.

Note.—Former s. 189.412.

189.065 Special districts; oversight of state funds use.—Any state agency administering funding programs for which special districts are eligible shall be responsible for oversight of the use of such funds by special districts. The

oversight responsibilities shall include, but not be limited to:

(1) Reporting the existence of the program to the Special District Accountability Program of the department.

(2) Submitting annually a list of special districts participating in a state funding program to the Special District Accountability Program of the department. This list must indicate the special districts, if any, that are not in compliance with state funding program requirements.

History.—s. 19, ch. 89-169; s. 66, ch. 2011-142; s. 34, ch. 2014-22.

Note.—Former s. 189.413.

189.0651 Oversight of special districts created by special act of the Legislature.—

(1) This section applies to any special district created by special act of the Legislature.

(2) If a special district fails to file required reports or requested information under s. 11.45(6) or (7), s. 218.32, s. 218.38(3), s. 218.39, or s. 218.503(3) with the appropriate state agency or office, the Legislative Auditing Committee may convene a public hearing on the issue of such noncompliance, as well as general oversight of the special district as provided in s. 189.068, at the direction of the President of the Senate and the Speaker of the House of Representatives.

History.—s. 51, ch. 2014-22; s. 8, ch. 2016-22.

Note.—Former s. 189.034.

189.0652 Oversight of special districts created by local ordinance or enacted by local resolution.—

(1) This section applies to any special district created by local ordinance or enacted by local resolution.

(2) If a special district fails to file required reports or requested information under s. 11.45(6) or (7), s. 218.32, s. 218.38(3), s. 218.39, or s. 218.503(3) with the appropriate state agency or office, the chair or equivalent of the local general-purpose government may convene a public hearing on the issue of such noncompliance, as well as general oversight of the special district as provided in s. 189.068, within 3 months after receipt of notice of noncompliance from the Legislative Auditing Committee. Within 30 days after receiving written notice of noncompliance, the local general-purpose government shall notify the Legislative Auditing Committee as to whether a hearing under this section will be held and, if so, provide the date, time, and place of the hearing.

(3) If the local general-purpose government convenes a public hearing under subsection (2), it shall provide the department and the Legislative Auditing Committee with a report containing its findings and conclusions within 60 days after completion of the public hearing.

History.—s. 52, ch. 2014-22; s. 9, ch. 2016-22.

Note.—Former s. 189.035.

189.0653 Information before public hearing on noncompliance.—Before the public hearing as provided in s. 189.0651(2) or s. 189.0652(2) is held, the special district shall provide the following information at the request of the local general-purpose government or the Legislative Auditing Committee, as appropriate:

(1) The district's annual financial report for the previous fiscal year.

(2) The district's audit report for the previous fiscal year.

(3) Minutes of meetings of the special district's governing body for the previous fiscal year and the current fiscal year to date.

(4) A report for the previous fiscal year providing the following:

(a) The purpose of the special district.

(b) The sources of funding for the special district.

(c) A description of the major activities, programs, and initiatives the special district undertook in the most recently completed fiscal year and the benchmarks or criteria under which the success or failure of the district was or will be determined by its governing body.

(d) Any challenges or obstacles faced by the special district in fulfilling its purpose and related responsibilities.

(e) Ways in which the special district's governing body believes it could better fulfill the special district's purpose and a description of the actions it intends to take.

(f) Proposed changes to the special act, ordinance, or resolution, as appropriate, which established the special district and justification for such changes.

(g) Any other information reasonably required to provide the reviewing entity with an accurate understanding of the purpose of the special district and how the special district is fulfilling that purpose.

(h) Any reasons for the district's noncompliance resulting in the public hearing.

(i) Whether the district is currently in compliance.

(j) Plans to correct any recurring issues of noncompliance.

(k) Efforts to promote transparency, including a statement indicating whether the district's website complies with s. 189.069.

History.—s. 13, ch. 2016-22.

189.066 Effect of failure to file certain reports or information.—

(1) If an independent special district fails to file the reports or information required under s. 189.014, s. 189.015, s. 189.016(9), or s. 189.08 with the local general-purpose government or governments in which it is located, the person authorized to receive and read the reports or information or the local general-purpose government shall notify the district's registered agent. If requested by the district, the local general-purpose government shall grant an extension of up to 30 days for filing the required reports or information. If the governing body of the local general-purpose government or governments determines that there has been an unjustified failure to file these reports or information, it shall notify the department, and the department may proceed pursuant to s. 189.067(1).

(2) If a dependent special district fails to file the reports or information required under s. 189.014, s. 189.015, or s. 189.016(9) with the local governing authority to which it is dependent, the local governing authority shall take whatever steps it deems necessary to enforce the special district's accountability. Such steps may include, as authorized, withholding funds, removing governing body members at will, vetoing the special district's budget, conducting the oversight review process set forth in s. 189.068, or amending, merging, or dissolving the special district in accordance with the provisions contained in the ordinance that created the dependent special district.

(3) If a special district fails to file the reports or information required under s. 218.38 with the appropriate state agency, the agency shall notify the department, and the department shall send a certified technical assistance letter to the special district which summarizes the requirements and compels the special district to take steps to prevent the noncompliance from reoccurring.

(4) If a special district fails to file the reports or information required under s. 112.63 with the appropriate state agency, the agency shall notify the department and the department shall proceed pursuant to s. 189.067(1).

(5) If a special district fails to file the reports or information required under s. 218.32 or s. 218.39 with the appropriate state agency or office, the state agency or office shall, and the Legislative Auditing Committee may, notify the department and the department shall proceed pursuant to s. 189.067.

History.—s. 10, ch. 79-183; s. 26, ch. 89-169; s. 14, ch. 96-324; s. 145, ch. 2001-266; s. 20, ch. 2004-305; s. 15, ch. 2011-144; s. 41, ch. 2014-22.

Note.—Former s. 189.007; s. 189.419.

189.067 Failure of district to disclose financial reports.—

(1)(a) If notified pursuant to s. 189.066(1), (4), or (5), the department shall attempt to assist a special district in complying with its financial reporting requirements by sending a certified letter to the special district, and, if the special district is dependent, sending a copy of that letter to the chair of the local governing authority. The letter must include a description of the required report, including statutory submission deadlines, a contact telephone number for technical assistance to help the special district comply, a 60-day deadline for filing the required report with the appropriate entity, the address where the report must be filed, and an explanation of the penalties for noncompliance.

(b) A special district that is unable to meet the 60-day reporting deadline must provide written notice to the department before the expiration of the deadline stating the reason the special district is unable to comply with the deadline, the steps the special district is taking to prevent the noncompliance from reoccurring, and the estimated date that the special district will file the report with the appropriate agency. The district's written response does not constitute an extension by the department; however, the department shall forward the written response as follows:

1. If the written response refers to the reports required under s. 218.32 or s. 218.39, to the Legislative Auditing Committee for its consideration in determining whether the special district should be subject to further state action in

accordance with s. 11.40(2)(b).

2. If the written response refers to the reports or information requirements listed in s. 189.066(1), to the local general-purpose government or governments for their consideration in determining whether the oversight review process set forth in s. 189.068 should be undertaken.

3. If the written response refers to the reports or information required under s. 112.63, to the Department of Management Services for its consideration in determining whether the special district should be subject to further state action in accordance with s. 112.63(4)(d)2.

(2) Failure of a special district to comply with the actuarial and financial reporting requirements under s. 112.63, s. 218.32, or s. 218.39 after the procedures of subsection (1) are exhausted shall be deemed final action of the special district. The actuarial and financial reporting requirements are declared to be essential requirements of law. Remedies for noncompliance with ss. 218.32 and 218.39 shall be as provided in ss. 189.0651 and 189.0652. Remedy for noncompliance with s. 112.63 shall be as set forth in subsection (4).

(3) Pursuant to s. 11.40(2)(b), the Legislative Auditing Committee may notify the department of those districts that fail to file the required reports. If the procedures described in subsection (1) have not yet been initiated, the department shall initiate such procedures upon receiving the notice from the Legislative Auditing Committee. Otherwise, within 60 days after receiving such notice, or within 60 days after the expiration of the 60-day deadline provided in subsection (1), whichever occurs later, the department, notwithstanding the provisions of chapter 120, shall file a petition for enforcement with the circuit court. The petition may request declaratory, injunctive, any other equitable relief, or any remedy provided by law. Venue for all actions pursuant to this subsection is in Leon County. The court shall award the prevailing party reasonable attorney's fees and costs unless affirmatively waived by all parties.

(4) The department may enforce compliance with s. 112.63 by filing a petition for enforcement with the circuit court in and for Leon County. The petition may request declaratory, injunctive, or other equitable relief, including the appointment of a receiver, and any forfeiture or other remedy provided by law.

History.—s. 10, ch. 79-183; s. 79, ch. 81-259; s. 27, ch. 89-169; s. 80, ch. 92-279; s. 55, ch. 92-326; s. 961, ch. 95-147; s. 32, ch. 96-410; s. 20, ch. 97-255; s. 21, ch. 2004-305; s. 23, ch. 2011-34; s. 16, ch. 2011-144; s. 19, ch. 2012-5; s. 43, ch. 2014-22; s. 14, ch. 2016-22.

Note.—Former s. 189.008; s. 189.421.

189.068 Special districts; authority for oversight; general oversight review process.—

(1) The Legislature finds it to be in the public interest to establish an oversight review process for special districts wherein each special district in the state may be reviewed by the appropriate oversight entity as provided in this part. The Legislature further finds and determines that such law fulfills an important state interest. It is the intent of the Legislature that the oversight review process shall contribute to informed decisionmaking. These decisions may involve the continuing existence or dissolution of a district, the appropriate future role and focus of a district, improvements in the functioning or delivery of services by a district, and the need for any transition, adjustment, or special implementation periods or provisions. Any final recommendations from the oversight review process which are adopted and implemented by the appropriate level of government may not be implemented in a manner that would impair the obligation of contracts.

(2) Special districts may be reviewed for general oversight purposes under this section as follows:

(a) Each special district created by special act may be reviewed by the Legislature using the process provided in s. 189.0651.

(b) Each special district created by local ordinance or resolution may be reviewed by the local general-purpose government that enacted the ordinance or resolution using the process provided in s. 189.0652.

(c) Each dependent special district not created by special act may be reviewed by the local general-purpose government upon which it is dependent.

(d) All special districts created or established by rule of the Governor and Cabinet may be reviewed as directed by the Governor and Cabinet.

(e) Except as provided in paragraphs (a)-(d), all other special districts may be reviewed as directed by the President of the Senate and the Speaker of the House of Representatives.

(3) All special districts, governmental entities, and state agencies shall cooperate with the Legislature and with any local general-purpose government seeking information or assistance with the oversight review process and with the preparation of an oversight review report.

(4) Those conducting the oversight review process shall, at a minimum, consider the listed criteria for evaluating the special district, but may also consider any additional factors relating to the district and its performance. If any of the listed criteria do not apply to the special district being reviewed, they need not be considered. The criteria to be considered by the reviewer include:

(a) The degree to which the service or services offered by the special district are essential or contribute to the well-being of the community.

(b) The extent of continuing need for the service or services currently provided by the special district.

(c) The extent of municipal annexation or incorporation activity occurring or likely to occur within the boundaries of the special district and its impact on the delivery of services by the special district.

(d) Whether there is a less costly alternative method of delivering the service or services that would adequately provide the district residents with the services provided by the district.

(e) Whether transfer of the responsibility for delivery of the service or services to an entity other than the special district being reviewed could be accomplished without jeopardizing the district's existing contracts, bonds, or outstanding indebtedness.

(f) Whether the Auditor General has notified the Legislative Auditing Committee that the special district's audit report, reviewed pursuant to s. 11.45(7), indicates that the district has met any of the conditions specified in s. 218.503(1) or that a deteriorating financial condition exists that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such condition.

(g) Whether the district is inactive according to the official list of special districts, and whether the district is meeting and discharging its responsibilities as required by its charter, as well as projected increases or decreases in district activity.

(h) Whether the special district has failed to comply with any of the reporting requirements in this chapter, including preparation of the public facilities report.

(i) Whether the special district has designated a registered office and agent as required by s. 189.014, and has complied with all open public records and meeting requirements.

(5) Any special district may at any time provide the Legislature and the local general-purpose government conducting the review or making decisions based upon the final oversight review report with written responses to any questions, concerns, preliminary reports, draft reports, or final reports relating to the district.

(6) This section does not apply to a deepwater port listed in s. 311.09(1) which is in compliance with a port master plan adopted pursuant to s. 163.3178(2)(k), or to an airport authority operating in compliance with an airport master plan approved by the Federal Aviation Administration, or to any special district organized to operate health systems and facilities licensed under chapter 395, chapter 400, or chapter 429.

History.—s. 23, ch. 97-255; s. 46, ch. 2001-266; s. 22, ch. 2004-305; s. 6, ch. 2006-197; s. 48, ch. 2014-22; s. 15, ch. 2016-22; s. 3, ch. 2022-204.

Note.—Former s. 189.428.

189.069 Special districts; required reporting of information; web-based public access.—

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such web pages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.

2. The public purpose of the special district.

3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.

4. The fiscal year of the special district.

5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.

6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.

7. A description of the boundaries or service area of, and the services provided by, the special district.

8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s. 189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district. If the special district has submitted its most recent final, complete audit report to the Auditor General, this requirement may be satisfied by providing a link to the audit report on the Auditor General's website.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

15. At least 7 days before each meeting or workshop, the agenda of the event. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection (1).

History.—s. 54, ch. 2014-22; s. 16, ch. 2016-22; s. 2, ch. 2020-77.

189.0694 Special districts; performance measures and standards.—

(1) Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, each special district must establish goals and objectives for each program and activity undertaken by the district, as well as performance measures and standards to determine if the district's goals and objectives are being achieved.

(2) By December 1 of each year thereafter, each special district must publish an annual report on the district's website describing:

(a) The goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination.

(b) Any goals or objectives the district failed to achieve.

History.—s. 7, ch. 2024-136.

189.0695 Independent special districts; performance reviews.—

(1) For purposes of this section, the term "performance review" means an evaluation of an independent special district and its programs, activities, and functions. The term includes research and analysis of the following:

(a) The special district's purpose and goals as stated in its charter.

(b) The special district's goals and objectives for each program and activity, the problem or need that the program or activity was designed to address, the expected benefits of each program and activity, and the performance measures

and standards used by the special district to determine if the program or activity achieves the district's goals and objectives.

(c) The delivery of services by the special district, including alternative methods of providing those services that would reduce costs and improve performance, including whether revisions to the organization or administration will improve the efficiency, effectiveness, or economical operation of the special district.

(d) A comparison of similar services provided by the county and municipal governments located wholly or partially within the boundaries of the special district, including similarities and differences in services, relative costs and efficiencies, and possible service consolidations.

(e) The revenues and costs of programs and activities of the special district, using data from the current year and the previous 3 fiscal years.

(f) The extent to which the special district's goals and objectives have been achieved, including whether the goals and objectives are clearly stated, are measurable, adequately address the statutory purpose of the special district, provide sufficient direction for the district's programs and activities, and may be achieved within the district's adopted budget.

(g) Any performance measures and standards of the special district's programs and activities using data from the current year and the previous 3 fiscal years, including whether the performance measures and standards:

1. Are relevant, useful, and sufficient to evaluate the costs of the programs and activities.
2. Are being met.
3. Should be revised.

(h) Factors that have contributed to any failure to meet the special district's performance measures and standards or achieve the district's goals and objectives, including a description of efforts taken by the special district to prevent such failure in the future.

(i) Recommendations for statutory or budgetary changes to improve the special district's program operations, reduce costs, or reduce duplication, including the potential benefits to be achieved and the potential adverse consequences of the proposed changes.

(2)(a) Each independent special district as described in subparagraph (d)1. that is not located in a rural area of opportunity as defined in s. 288.0656(2) and each independent special district as described in subparagraph (d)2. must contract with an independent entity to conduct a performance review of the district. The independent entity must have at least 5 years of experience conducting comparable reviews of organizations similar in size and function to the independent special district under review, must conduct the review according to applicable industry best practices, and must have no affiliation with or financial involvement in the reviewed district.

(b) The Office of Program Policy Analysis and Government Accountability must conduct a performance review of each independent special district as described in subparagraph (d)1. that is located in a rural area of opportunity as defined in s. 288.0656(2) and may contract as needed to complete this requirement.

(c) The final report of the performance review must be filed with the governing board of the district, the Auditor General, the President of the Senate, and the Speaker of the House of Representatives no later than 9 months from the beginning of the district's fiscal year according to the schedule provided in paragraph (d). However, a performance audit of an independent special district conducted by the Auditor General during the same fiscal year in which a performance review is due pursuant to paragraph (d) qualifies as that district's scheduled performance review under this section.

(d)1. Beginning October 1, 2022, and every 5 years thereafter, each independent special fire control district as defined in s. 191.003 must have a performance review conducted.

2. Beginning October 1, 2023, and every 5 years thereafter, each hospital licensed under chapter 395 which is governed by the governing body of a special district as defined in s. 189.012 or by the board of trustees of a public health trust created under s. 154.07 must have a performance review conducted.

(3) The Office of Program Policy Analysis and Government Accountability must conduct a performance review of all independent special districts within the classifications described in paragraphs (a), (b), and (c) and may contract as needed to complete the requirements of this subsection. The Office of Program Policy Analysis and Government

Accountability shall submit the final report of the performance review to the President of the Senate and the Speaker of the House of Representatives as follows:

(a) For all independent mosquito control districts as defined in s. 388.011, no later than September 30, 2023.

(b) For all soil and water conservation districts as defined in s. 582.01, no later than September 30, 2024.

(c) For all safe neighborhood improvement districts as defined in s. 163.503(1), no later than September 30, 2025.

History.—s. 1, ch. 2021-226; s. 10, ch. 2022-4; s. 8, ch. 2024-136.

PART VII
MERGER AND DISSOLUTION

189.07 Definitions.
189.071 Merger or dissolution of a dependent special district.
189.072 Dissolution of an independent special district.
189.073 Legislative merger of independent special districts.
189.074 Voluntary merger of independent special districts.
189.075 Involuntary merger of independent special districts.
189.076 Financial allocations.
189.0761 Exemptions.

189.07 Definitions.— As used in this part, the term:

(1) "Component independent special district" means an independent special district that proposes to be merged into a merged independent district, or an independent special district as it existed before its merger into the merged independent district of which it is now a part.

(2) "Elector-initiated merger plan" means the merger plan of two or more independent special districts, a majority of whose qualified electors have elected to merge, which outlines the terms and agreements for the official merger of the districts and is finalized and approved by the governing bodies of the districts pursuant to this part.

(3) "Governing body" means the governing body of the independent special district in which the general legislative, governmental, or public powers of the district are vested and by authority of which the official business of the district is conducted.

(4) "Initiative" means the filing of a petition containing a proposal for a referendum to be placed on the ballot for election.

(5) "Joint merger plan" means the merger plan that is adopted by resolution of the governing bodies of two or more independent special districts that outlines the terms and agreements for the official merger of the districts and that is finalized and approved by the governing bodies pursuant to this part.

(6) "Merged independent district" means a single independent special district that results from a successful merger of two or more independent special districts pursuant to this part.

(7) "Merger" means the combination of two or more contiguous independent special districts resulting in a newly created merged independent district that assumes jurisdiction over all of the component independent special districts.

(8) "Merger plan" means a written document that contains the terms, agreements, and information regarding the merger of two or more independent special districts.

(9) "Proposed elector-initiated merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that accompanies the petition initiated by the qualified electors of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(10) "Proposed joint merger plan" means a written document that contains the terms and information regarding the merger of two or more independent special districts and that has been prepared pursuant to a resolution of the governing bodies of the districts but that is not yet finalized and approved by the governing bodies of each component independent special district pursuant to this part.

(11) "Qualified elector" means an individual at least 18 years of age who is a citizen of the United States, a permanent resident of this state, and a resident of the district who registers with the supervisor of elections of a county

within which the district lands are located when the registration books are open.

History.—s. 1, ch. 2012-16; s. 17, ch. 2014-22.

Note.—Former s. 189.4042(1).

189.071 Merger or dissolution of a dependent special district.—

(1) The merger or dissolution of a dependent special district may be effectuated by an ordinance of the local general-purpose governmental entity wherein the geographical area of the district or districts is located. However, a county may not dissolve a special district that is dependent to a municipality or vice versa, or a dependent district created by special act.

(2) The merger or dissolution of an active dependent special district created and operating pursuant to a special act may be effectuated only by further act of the Legislature unless otherwise provided by general law.

(3) A dependent special district that meets any criteria for being declared inactive pursuant to s. 189.062 may be dissolved or merged by special act without a referendum.

(4) A copy of any ordinance and of any changes to a charter affecting the status or boundaries of one or more special districts shall be filed with the Special District Accountability Program within 30 days after such activity.

History.—s. 8, ch. 89-169; s. 8, ch. 97-255; s. 1, ch. 2012-16; s. 18, ch. 2014-22; s. 17, ch. 2016-22.

Note.—Former s. 189.4042(2).

189.072 Dissolution of an independent special district.—

(1) VOLUNTARY DISSOLUTION.—If the governing body of an independent special district created and operating pursuant to a special act elects, by a majority vote plus one, to dissolve the district, the voluntary dissolution of an independent special district created and operating pursuant to a special act may be effectuated only by the Legislature unless otherwise provided by general law.

(2) OTHER DISSOLUTIONS.—

(a) In order for the Legislature to dissolve an active independent special district created and operating pursuant to a special act, the special act dissolving the active independent special district must be approved by a majority of the resident electors of the district or, for districts in which a majority of governing body members are elected by landowners, a majority of the landowners voting in the same manner by which the independent special district's governing body is elected. If a local general-purpose government passes an ordinance or resolution in support of the dissolution, the local general-purpose government must pay any expenses associated with the referendum required under this paragraph.

(b) If an independent special district was created by a county or municipality by referendum or any other procedure, the county or municipality that created the district may dissolve the district pursuant to a referendum or any other procedure by which the independent special district was created. However, if the independent special district has ad valorem taxation powers, the same procedure required to grant the independent special district ad valorem taxation powers is required to dissolve the district.

(3) INACTIVE INDEPENDENT SPECIAL DISTRICTS.—An independent special district that meets any criteria for being declared inactive pursuant to s. 189.062 may be dissolved by special act without a referendum. If an inactive independent special district was created by a county or municipality through a referendum, the county or municipality that created the district may dissolve the district after publishing notice as described in s. 189.062.

(4) DEBTS AND ASSETS.—Financial allocations of the assets and indebtedness of a dissolved independent special district shall be pursuant to s. 189.076.

(5) EXEMPTION.—The provisions of this section do not apply to any entity created pursuant to the Florida Expressway Authority Act, derived from chapter 90-136, Laws of Florida, and subsequently repealed by chapter 2019-169, Laws of Florida.

History.—s. 8, ch. 97-255; s. 1, ch. 98-320; s. 142, ch. 2001-266; s. 1, ch. 2012-16; s. 19, ch. 2014-22; s. 18, ch. 2016-22; s. 28, ch. 2023-70.

Note.—Former s. 189.4042(3).

189.073 Legislative merger of independent special districts.—The Legislature, by special act, may merge independent special districts created and operating pursuant to special act.

History.—s. 1, ch. 2012-16; s. 20, ch. 2014-22.

Note.—Former s. 189.4042(4).

189.074 Voluntary merger of independent special districts.—Two or more contiguous independent special districts created by special act which have similar functions and elected governing bodies may elect to merge into a single independent district through the act of merging the component independent special districts.

(1) INITIATION.—Merger proceedings may commence by:

(a) A joint resolution of the governing bodies of each independent special district which endorses a proposed joint merger plan; or

(b) A qualified elector initiative.

(2) JOINT MERGER PLAN BY RESOLUTION.—The governing bodies of two or more contiguous independent special districts may, by joint resolution, endorse a proposed joint merger plan to commence proceedings to merge the districts pursuant to this section.

(a) The proposed joint merger plan must specify:

1. The name of each component independent special district to be merged;
2. The name of the proposed merged independent district;
3. The rights, duties, and obligations of the proposed merged independent district;
4. The territorial boundaries of the proposed merged independent district;
5. The governmental organization of the proposed merged independent district insofar as it concerns elected and appointed officials and public employees, along with a transitional plan and schedule for elections and appointments of officials;
6. A fiscal estimate of the potential cost or savings as a result of the merger;
7. Each component independent special district's assets, including, but not limited to, real and personal property, and the current value thereof;
8. Each component independent special district's liabilities and indebtedness, bonded and otherwise, and the current value thereof;
9. Terms for the assumption and disposition of existing assets, liabilities, and indebtedness of each component independent special district jointly, separately, or in defined proportions;
10. Terms for the common administration and uniform enforcement of existing laws within the proposed merged independent district;
11. The times and places for public hearings on the proposed joint merger plan;
12. The times and places for a referendum in each component independent special district on the proposed joint merger plan, along with the referendum language to be presented for approval; and
13. The effective date of the proposed merger.

(b) The resolution endorsing the proposed joint merger plan must be approved by a majority vote of the governing bodies of each component independent special district and adopted at least 60 business days before any general or special election on the proposed joint merger plan.

(c) Within 5 business days after the governing bodies approve the resolution endorsing the proposed joint merger plan, the governing bodies must:

1. Cause a copy of the proposed joint merger plan, along with a descriptive summary of the plan, to be displayed and be readily accessible to the public for inspection in at least three public places within the territorial limits of each component independent special district, unless a component independent special district has fewer than three public places, in which case the plan must be accessible for inspection in all public places within the component independent special district;
2. If applicable, cause the proposed joint merger plan, along with a descriptive summary of the plan and a reference to the public places within each component independent special district where a copy of the merger plan may be examined, to be displayed on a website maintained by each district or on a website maintained by the county or municipality in which the districts are located; and

3. Arrange for a descriptive summary of the proposed joint merger plan, and a reference to the public places within the district where a copy may be examined, to be published in a newspaper of general circulation within the component independent special districts at least once each week for 4 successive weeks.

(d) The governing body of each component independent special district shall set a time and place for one or more public hearings on the proposed joint merger plan. Each public hearing shall be held on a weekday at least 7 business days after the day the first advertisement is published on the proposed joint merger plan. The hearing or hearings may be held jointly or separately by the governing bodies of the component independent special districts. Any interested person residing in the respective district shall be given a reasonable opportunity to be heard on any aspect of the proposed merger at the public hearing.

1. Notice of the public hearing addressing the resolution for the proposed joint merger plan must be published pursuant to the notice requirements in s. 189.015 and must provide a descriptive summary of the proposed joint merger plan and a reference to the public places within the component independent special districts where a copy of the plan may be examined.

2. After the final public hearing, the governing bodies of each component independent special district may amend the proposed joint merger plan if the amended version complies with the notice and public hearing requirements provided in this section. Thereafter, the governing bodies may approve a final version of the joint merger plan or decline to proceed further with the merger. Approval by the governing bodies of the final version of the joint merger plan must occur within 60 business days after the final hearing.

(e) After the final public hearing, the governing bodies shall notify the supervisors of elections of the applicable counties in which district lands are located of the adoption of the resolution by each governing body. The supervisors of elections shall schedule a separate referendum for each component independent special district. The referenda may be held in each district on the same day, or on different days, but no more than 20 days apart.

1. Notice of a referendum on the merger of independent special districts must be provided pursuant to the notice requirements in s. 100.342. At a minimum, the notice must include:

a. A brief summary of the resolution and joint merger plan;

b. A statement as to where a copy of the resolution and joint merger plan may be examined;

c. The names of the component independent special districts to be merged and a description of their territory;

d. The times and places at which the referendum will be held; and

e. Such other matters as may be necessary to call, provide for, and give notice of the referendum and to provide for the conduct thereof and the canvass of the returns.

2. The referenda must be held in accordance with the Florida Election Code and may be held pursuant to ss. 101.6101-101.6107. All costs associated with the referenda shall be borne by the respective component independent special district.

3. The ballot question in such referendum placed before the qualified electors of each component independent special district to be merged must be in substantially the following form:

"Shall _(name of component independent special district)_ and _(name of component independent special district or districts)_ be merged into _(name of newly merged independent district)_?

____YES

____NO"

4. If the component independent special districts proposing to merge have disparate millage rates, the ballot question in the referendum placed before the qualified electors of each component independent special district must be in substantially the following form:

"Shall _(name of component independent special district)_ and _(name of component independent special district or districts)_ be merged into _(name of newly merged independent district)_ if the voter-approved maximum millage rate within each independent special district will not increase absent a subsequent referendum?

___YES

___NO"

5. In any referendum held pursuant to this section, the ballots shall be counted, returns made and canvassed, and results certified in the same manner as other elections or referenda for the component independent special districts.

6. The merger may not take effect unless a majority of the votes cast in each component independent special district are in favor of the merger. If one of the component districts does not obtain a majority vote, the referendum fails, and merger does not take effect.

7. If the merger is approved by a majority of the votes cast in each component independent special district, the merged independent district is created. Upon approval, the merged independent district shall notify the Special District Accountability Program pursuant to s. 189.016(2) and the local general-purpose governments in which any part of the component independent special districts is situated pursuant to s. 189.016(7).

8. If the referendum fails, the merger process under this subsection may not be initiated for the same purpose within 2 years after the date of the referendum.

(f) Component independent special districts merged pursuant to a joint merger plan by resolution shall continue to be governed as before the merger until the effective date specified in the adopted joint merger plan.

(3) QUALIFIED ELECTOR-INITIATED MERGER PLAN.—The qualified electors of two or more contiguous independent special districts may commence a merger proceeding by each filing a petition with the governing body of their respective independent special district proposing to be merged. The petition must contain the signatures of at least 40 percent of the qualified electors of each component independent special district and must be submitted to the appropriate component independent special district governing body no later than 1 year after the start of the qualified elector-initiated merger process.

(a) The petition must comply with, and be circulated in, the following form:

PETITION FOR
INDEPENDENT SPECIAL DISTRICT MERGER

We, the undersigned electors and legal voters of _(name of independent special district)_, qualified to vote at the next general or special election, respectfully petition that there be submitted to the electors and legal voters of _(name of independent special district or districts proposed to be merged)_, for their approval or rejection at a referendum held for that purpose, a proposal to merge _(name of component independent special district)_ and _(name of component independent special district or districts)_.

In witness thereof, we have signed our names on the date indicated next to our signatures.

Date Name Home Address

(print under signature)

(b) The petition must be validated by a signed statement by a witness who is a duly qualified elector of one of the component independent special districts, a notary public, or another person authorized to take acknowledgments.

1. A statement that is signed by a witness who is a duly qualified elector of the respective district shall be accepted for all purposes as the equivalent of an affidavit. Such statement must be in substantially the following form:

"I, _(name of witness)_, state that I am a duly qualified voter of _(name of independent special district)_. Each of the _(insert number)_ persons who have signed this petition sheet has signed his or her name in my presence on the dates indicated above and identified himself or herself to be the same person who signed the sheet. I understand that this statement will be accepted for all purposes as the equivalent of an affidavit and, if it contains a materially false statement, shall subject me to the penalties of perjury."

Date Signature of Witness

2. A statement that is signed by a notary public or another person authorized to take acknowledgments must be in substantially the following form:

"On the date indicated above before me personally came each of the _(insert number)_ electors and legal voters whose signatures appear on this petition sheet, who signed the petition in my presence and who, being by me duly sworn, each for himself or herself, identified himself or herself as the same person who signed the petition, and I declare that the foregoing information they provided was true."

Date Signature of Witness

3. An alteration or correction of information appearing on a petition's signature line, other than an uninitialed signature and date, does not invalidate such signature. In matters of form, this subsection shall be liberally construed, not inconsistent with substantial compliance thereto and the prevention of fraud.

4. The appropriately signed petition must be filed with the governing body of each component independent special district. The petition must be submitted to the supervisors of elections of the counties in which the district lands are located. The supervisors shall, within 30 business days after receipt of the petitions, certify to the governing bodies the number of signatures of qualified electors contained on the petitions.

(c) Upon verification by the supervisors of elections of the counties within which component independent special district lands are located that 40 percent of the qualified electors have petitioned for merger and that all such petitions have been executed within 1 year after the date of the initiation of the qualified-elector merger process, the governing bodies of each component independent special district shall meet within 30 business days to prepare and approve by resolution a proposed elector-initiated merger plan. The proposed plan must include:

1. The name of each component independent special district to be merged;
2. The name of the proposed merged independent district;
3. The rights, duties, and obligations of the merged independent district;
4. The territorial boundaries of the proposed merged independent district;
5. The governmental organization of the proposed merged independent district insofar as it concerns elected and appointed officials and public employees, along with a transitional plan and schedule for elections and appointments of officials;
6. A fiscal estimate of the potential cost or savings as a result of the merger;
7. Each component independent special district's assets, including, but not limited to, real and personal property, and the current value thereof;
8. Each component independent special district's liabilities and indebtedness, bonded and otherwise, and the current value thereof;
9. Terms for the assumption and disposition of existing assets, liabilities, and indebtedness of each component independent special district, jointly, separately, or in defined proportions;
10. Terms for the common administration and uniform enforcement of existing laws within the proposed merged independent district;
11. The times and places for public hearings on the proposed joint merger plan; and
12. The effective date of the proposed merger.

(d) The resolution endorsing the proposed elector-initiated merger plan must be approved by a majority vote of the governing bodies of each component independent special district and must be adopted at least 60 business days before any general or special election on the proposed elector-initiated plan.

(e) Within 5 business days after the governing bodies of each component independent special district approve the proposed elector-initiated merger plan, the governing bodies shall:

1. Cause a copy of the proposed elector-initiated merger plan, along with a descriptive summary of the plan, to be displayed and be readily accessible to the public for inspection in at least three public places within the territorial limits of each component independent special district, unless a component independent special district has fewer than

three public places, in which case the plan must be accessible for inspection in all public places within the component independent special district;

2. If applicable, cause the proposed elector-initiated merger plan, along with a descriptive summary of the plan and a reference to the public places within each component independent special district where a copy of the merger plan may be examined, to be displayed on a website maintained by each district or otherwise on a website maintained by the county or municipality in which the districts are located; and

3. Arrange for a descriptive summary of the proposed elector-initiated merger plan, and a reference to the public places within the district where a copy may be examined, to be published in a newspaper of general circulation within the component independent special districts at least once each week for 4 successive weeks.

(f) The governing body of each component independent special district shall set a time and place for one or more public hearings on the proposed elector-initiated merger plan. Each public hearing shall be held on a weekday at least 7 business days after the day the first advertisement is published on the proposed elector-initiated merger plan. The hearing or hearings may be held jointly or separately by the governing bodies of the component independent special districts. Any interested person residing in the respective district shall be given a reasonable opportunity to be heard on any aspect of the proposed merger at the public hearing.

1. Notice of the public hearing on the proposed elector-initiated merger plan must be published pursuant to the notice requirements in s. 189.015 and must provide a descriptive summary of the elector-initiated merger plan and a reference to the public places within the component independent special districts where a copy of the plan may be examined.

2. After the final public hearing, the governing bodies of each component independent special district may amend the proposed elector-initiated merger plan if the amended version complies with the notice and public hearing requirements provided in this section. The governing bodies must approve a final version of the merger plan within 60 business days after the final hearing.

(g) After the final public hearing, the governing bodies shall notify the supervisors of elections of the applicable counties in which district lands are located of the adoption of the resolution by each governing body. The supervisors of elections shall schedule a date for the separate referenda for each district. The referenda may be held in each district on the same day, or on different days, but no more than 20 days apart.

1. Notice of a referendum on the merger of the component independent special districts must be provided pursuant to the notice requirements in s. 100.342. At a minimum, the notice must include:

a. A brief summary of the resolution and elector-initiated merger plan;

b. A statement as to where a copy of the resolution and petition for merger may be examined;

c. The names of the component independent special districts to be merged and a description of their territory;

d. The times and places at which the referendum will be held; and

e. Such other matters as may be necessary to call, provide for, and give notice of the referendum and to provide for the conduct thereof and the canvass of the returns.

2. The referenda must be held in accordance with the Florida Election Code and may be held pursuant to ss. 101.6101-101.6107. All costs associated with the referenda shall be borne by the respective component independent special district.

3. The ballot question in such referendum placed before the qualified electors of each component independent special district to be merged must be in substantially the following form:

"Shall _(name of component independent special district)_ and _(name of component independent special district or districts)_ be merged into _(name of newly merged independent district)_?

____YES

____NO"

4. If the component independent special districts proposing to merge have disparate millage rates, the ballot question in the referendum placed before the qualified electors of each component independent special district must

be in substantially the following form:

"Shall _(name of component independent special district)_ and _(name of component independent special district or districts)_ be merged into _(name of newly merged independent district)_ if the voter-approved maximum millage rate within each independent special district will not increase absent a subsequent referendum?

____YES

____NO"

5. In any referendum held pursuant to this section, the ballots shall be counted, returns made and canvassed, and results certified in the same manner as other elections or referenda for the component independent special districts.

6. The merger may not take effect unless a majority of the votes cast in each component independent special district are in favor of the merger. If one of the component independent special districts does not obtain a majority vote, the referendum fails, and merger does not take effect.

7. If the merger is approved by a majority of the votes cast in each component independent special district, the merged district shall notify the Special District Accountability Program pursuant to s. 189.016(2) and the local general-purpose governments in which any part of the component independent special districts is situated pursuant to s. 189.016(7).

8. If the referendum fails, the merger process under this subsection may not be initiated for the same purpose within 2 years after the date of the referendum.

(h) Component independent special districts merged pursuant to an elector-initiated merger plan shall continue to be governed as before the merger until the effective date specified in the adopted elector-initiated merger plan.

(4) EFFECTIVE DATE.—The effective date of the merger shall be as provided in the joint merger plan or elector-initiated merger plan, as appropriate, and is not contingent upon the future act of the Legislature.

(a) However, as soon as practicable, the merged independent district shall, at its own expense, submit a unified charter for the merged district to the Legislature for approval. The unified charter must make the powers of the district consistent within the merged independent district and repeal the special acts of the districts which existed before the merger.

(b) Within 30 business days after the effective date of the merger, the merged independent district's governing body, as indicated in this section, shall hold an organizational meeting to implement the provisions of the joint merger plan or elector-initiated merger plan, as appropriate.

(5) RESTRICTIONS DURING TRANSITION PERIOD.—Until the Legislature formally approves the unified charter pursuant to a special act, each component independent special district is considered a subunit of the merged independent district subject to the following restrictions:

(a) During the transition period, the merged independent district is limited in its powers and financing capabilities within each subunit to those powers that existed within the boundaries of each subunit which were previously granted to the component independent special district in its existing charter before the merger. The merged independent district may not, solely by reason of the merger, increase its powers or financing capability.

(b) During the transition period, the merged independent district shall exercise only the legislative authority to levy and collect revenues within the boundaries of each subunit which was previously granted to the component independent special district by its existing charter before the merger, including the authority to levy ad valorem taxes, non-ad valorem assessments, impact fees, and charges.

1. The merged independent district may not, solely by reason of the merger or the legislatively approved unified charter, increase ad valorem taxes on property within the original limits of a subunit beyond the maximum millage rate approved by the electors of the component independent special district unless the electors of such subunit approve an increase at a subsequent referendum of the subunit's electors. Each subunit may be considered a separate taxing unit.

2. The merged independent district may not, solely by reason of the merger, charge non-ad valorem assessments, impact fees, or other new fees within a subunit which were not otherwise previously authorized to be charged.

(c) During the transition period, each component independent special district of the merged independent district must continue to file all information and reports required under this chapter as subunits until the Legislature formally approves the unified charter pursuant to a special act.

(d) The intent of this part is to preserve and transfer to the merged independent district all authority that exists within each subunit and was previously granted by the Legislature and, if applicable, by referendum.

(6) EFFECT OF MERGER, GENERALLY.—On and after the effective date of the merger, the merged independent district shall be treated and considered for all purposes as one entity under the name and on the terms and conditions set forth in the joint merger plan or elector-initiated merger plan, as appropriate.

(a) All rights, privileges, and franchises of each component independent special district and all assets, real and personal property, books, records, papers, seals, and equipment, as well as other things in action, belonging to each component independent special district before the merger shall be deemed as transferred to and vested in the merged independent district without further act or deed.

(b) All property, rights-of-way, and other interests are as effectually the property of the merged independent district as they were of the component independent special district before the merger. The title to real estate, by deed or otherwise, under the laws of this state vested in any component independent special district before the merger may not be deemed to revert or be in any way impaired by reason of the merger.

(c) The merged independent district is in all respects subject to all obligations and liabilities imposed and possesses all the rights, powers, and privileges vested by law in other similar entities.

(d) Upon the effective date of the merger, the joint merger plan or elector-initiated merger plan, as appropriate, is subordinate in all respects to the contract rights of all holders of any securities or obligations of the component independent special districts outstanding at the effective date of the merger.

(e) The new registration of electors is not necessary as a result of the merger, but all elector registrations of the component independent special districts shall be transferred to the proper registration books of the merged independent district, and new registrations shall be made as provided by law as if no merger had taken place.

(7) GOVERNING BODY OF MERGED INDEPENDENT DISTRICT.—

(a) From the effective date of the merger until the next general election, the governing body of the merged independent district shall be comprised of the governing body members of each component independent special district, with such members serving until the governing body members elected at the next general election take office.

(b) Beginning with the next general election following the effective date of merger, the governing body of the merged independent district shall be comprised of five members. The office of each governing body member shall be designated by seat, which shall be distinguished from other body member seats by an assigned numeral: 1, 2, 3, 4, or 5. The governing body members that are elected in this initial election following the merger shall serve unequal terms of 2 and 4 years in order to create staggered membership of the governing body, with:

1. Member seats 1, 3, and 5 being designated for 4-year terms; and
2. Member seats 2 and 4 being designated for 2-year terms.

(c) In general elections thereafter, all governing body members shall serve 4-year terms.

(8) EFFECT ON EMPLOYEES.—Except as otherwise provided by law and except for those officials and employees protected by tenure of office, civil service provisions, or a collective bargaining agreement, upon the effective date of merger, all appointive offices and positions existing in all component independent special districts involved in the merger are subject to the terms of the joint merger plan or elector-initiated merger plan, as appropriate. Such plan may provide for instances in which there are duplications of positions and for other matters such as varying lengths of employee contracts, varying pay levels or benefits, different civil service regulations in the constituent entities, and differing ranks and position classifications for similar positions. For those employees who are members of a bargaining unit certified by the Public Employees Relations Commission, the requirements of chapter 447 apply.

(9) EFFECT ON DEBTS, LIABILITIES, AND OBLIGATIONS.—

(a) All valid and lawful debts and liabilities existing against a merged independent district, or which may arise or accrue against the merged independent district, which but for merger would be valid and lawful debts or liabilities against one or more of the component independent special districts, are debts against or liabilities of the merged independent district and accordingly shall be defrayed and answered to by the merged independent district to the

same extent, and no further than, the component independent special districts would have been bound if a merger had not taken place.

(b) The rights of creditors and all liens upon the property of any of the component independent special districts shall be preserved unimpaired. The respective component districts shall be deemed to continue in existence to preserve such rights and liens, and all debts, liabilities, and duties of any of the component districts attach to the merged independent district.

(c) All bonds, contracts, and obligations of the component independent special districts which exist as legal obligations are obligations of the merged independent district, and all such obligations shall be issued or entered into by and in the name of the merged independent district.

(10) EFFECT ON ACTIONS AND PROCEEDINGS.—In any action or proceeding pending on the effective date of merger to which a component independent special district is a party, the merged independent district may be substituted in its place, and the action or proceeding may be prosecuted to judgment as if merger had not taken place. Suits may be brought and maintained against a merged independent district in any state court in the same manner as against any other independent special district.

(11) EFFECT ON ANNEXATION.—Chapter 171 continues to apply to all annexations by a city within the component independent special districts' boundaries after merger occurs. Any moneys owed to a component independent special district pursuant to s. 171.093, or any interlocal service boundary agreement as a result of annexation predating the merger, shall be paid to the merged independent district after merger.

(12) EFFECT ON MILLAGE CALCULATIONS.—The merged independent special district is authorized to continue or conclude procedures under chapter 200 on behalf of the component independent special districts. The merged independent special district shall make the calculations required by chapter 200 for each component individual special district separately.

(13) DETERMINATION OF RIGHTS.—If any right, title, interest, or claim arises out of a merger or by reason thereof which is not determinable by reference to this section, the joint merger plan or elector-initiated merger plan, as appropriate, or otherwise under the laws of this state, the governing body of the merged independent district may provide therefor in a manner conforming to law.

(14) EXEMPTION.—This section does not apply to independent special districts whose governing bodies are elected by district landowners voting the acreage owned within the district.

(15) PREEMPTION.—This section preempts any special act to the contrary.

History.—s. 1, ch. 2012-16; s. 21, ch. 2014-22; s. 12, ch. 2015-2; s. 19, ch. 2016-22.

Note.—Former s. 189.4042(5).

189.075 Involuntary merger of independent special districts.—

(1) INDEPENDENT SPECIAL DISTRICTS CREATED BY SPECIAL ACT.—In order for the Legislature to merge an active independent special district or districts created and operating pursuant to a special act, the special act merging the active independent special district or districts must be approved at separate referenda of the impacted local governments by a majority of the resident electors or, for districts in which a majority of governing body members are elected by landowners, a majority of the landowners voting in the same manner by which each independent special district's governing body is elected. The special act merging the districts must include a plan of merger that addresses transition issues such as the effective date of the merger, governance, administration, powers, pensions, and assumption of all assets and liabilities. If a local general-purpose government passes an ordinance or resolution in support of the merger of an active independent special district, the local general-purpose government must pay any expenses associated with the referendum required under this subsection.

(2) INDEPENDENT SPECIAL DISTRICTS CREATED BY A COUNTY OR MUNICIPALITY.—A county or municipality may merge an independent special district created by the county or municipality pursuant to a referendum or any other procedure by which the independent special district was created. However, if the independent special district has ad valorem taxation powers, the same procedure required to grant the independent special district ad valorem taxation powers is required to merge the district. The political subdivisions proposing the

involuntary merger of an active independent special district must pay any expenses associated with the referendum required under this subsection.

(3) INACTIVE INDEPENDENT SPECIAL DISTRICTS.—An independent special district that meets any criteria for being declared inactive, or that has already been declared inactive, pursuant to s. 189.062 may be merged by special act without a referendum.

History.—s. 1, ch. 2012-16; s. 21, ch. 2013-15; s. 22, ch. 2014-22.

Note.—Former s. 189.4042(6).

189.076 Financial allocations.—

(1) The government formed by merger of existing special districts shall assume all indebtedness of, and receive title to all property owned by, the preexisting special districts. The proposed charter shall provide for the determination of the proper allocation of the indebtedness so assumed and the manner in which said debt shall be retired.

(2) Unless otherwise provided by law or ordinance, the dissolution of a special district government shall transfer the title to all property owned by the preexisting special district government to the local general-purpose government, which shall also assume all indebtedness of the preexisting special district.

(3) The provisions of this section shall not apply to community development districts established pursuant to chapter 190 or to water management districts created and operated pursuant to chapter 373.

History.—s. 11, ch. 89-169; s. 11, ch. 97-255; s. 25, ch. 2014-22.

Note.—Former s. 189.4045.

189.0761 Exemptions.—This part does not apply to community development districts implemented pursuant to chapter 190 or to water management districts created and operated pursuant to chapter 373.

History.—s. 8, ch. 89-169; s. 8, ch. 97-255; s. 1, ch. 2012-16; s. 23, ch. 2014-22.

Note.—Former s. 189.4042(7).

PART VIII
COMPREHENSIVE PLANNING

189.08 Special district public facilities report.
189.081 Activities of special districts; local government comprehensive planning.
189.082 Water management district technical assistance; local government comprehensive planning.

189.08 Special district public facilities report.—

(1) It is declared to be the policy of this state to foster coordination between special districts and local general-purpose governments as those local general-purpose governments develop comprehensive plans under the Community Planning Act, pursuant to part II of chapter 163.

(2) Each independent special district shall submit to each local general-purpose government in which it is located a public facilities report and an annual notice of any changes. The public facilities report shall specify the following information:

(a) A description of existing public facilities owned or operated by the special district, and each public facility that is operated by another entity, except a local general-purpose government, through a lease or other agreement with the special district. This description shall include the current capacity of the facility, the current demands placed upon it, and its location. This information shall be required in the initial report and updated every 7 years at least 12 months before the submission date of the evaluation and appraisal notification letter of the appropriate local government required by s. 163.3191. The department shall post a schedule on its website, based on the evaluation and appraisal notification schedule prepared pursuant to s. 163.3191(6), for use by a special district to determine when its public facilities report and updates to that report are due to the local general-purpose governments in which the special district is located.

(b) A description of each public facility the district is building, improving, or expanding, or is currently proposing to build, improve, or expand within at least the next 7 years, including any facilities that the district is assisting another entity, except a local general-purpose government, to build, improve, or expand through a lease or other agreement with the district. For each public facility identified, the report shall describe how the district currently proposes to finance the facility.

(c) If the special district currently proposes to replace any facilities identified in paragraph (a) or paragraph (b) within the next 10 years, the date when such facility will be replaced.

(d) The anticipated time the construction, improvement, or expansion of each facility will be completed.

(e) The anticipated capacity of and demands on each public facility when completed. In the case of an improvement or expansion of a public facility, both the existing and anticipated capacity must be listed.

(3) A special district proposing to build, improve, or expand a public facility which requires a certificate of need pursuant to chapter 408 shall elect to notify the appropriate local general-purpose government of its plans either in its 7-year plan or at the time the letter of intent is filed with the Agency for Health Care Administration pursuant to s. 408.039.

(4) Those special districts building, improving, or expanding public facilities addressed by a development order issued to the developer pursuant to s. 380.06 may use the most recent local government report required by s. 380.06(6) and submitted by the developer, to the extent the annual report provides the information required by subsection (2).

(5) The facilities report shall be prepared and submitted within 1 year after the district's creation.

(6) For purposes of the preparation or revision of local government comprehensive plans required pursuant to s. 163.3161, a special district public facilities report may be used and relied upon by the local general-purpose government or governments within which the special district is located.

(7) Any special district that has completed the construction of its public facilities, improvements to its facilities, or its development is not required to submit a public facilities report, but must submit the information required by paragraph (2)(a).

(8) A special district plan of reclamation required pursuant to general law or special act, including, but not limited to, a plan prepared pursuant to chapter 298 which complies with the requirements of subsection (2), shall satisfy the requirement for a public facilities report. A water management and control plan adopted pursuant to s. 190.013, which complies with the requirements of subsection (2), satisfies the requirement for a public facilities report for the facilities the plan addresses.

(9) The Reedy Creek Improvement District is not required to provide the public facilities report as specified in subsection (2).

(10) Each deepwater port listed in s. 403.021(9)(b) shall satisfy the requirements of subsection (2) by submitting to the appropriate local government a comprehensive master plan as required by s. 163.3178(2)(k). All other ports shall submit a public facilities report as required in subsection (2).

History.—s. 20, ch. 89-169; s. 26, ch. 95-280; s. 16, ch. 97-255; s. 17, ch. 99-8; s. 38, ch. 2011-139; s. 15, ch. 2012-99; s. 35, ch. 2014-22; s. 9, ch. 2018-158; s. 6, ch. 2023-31.

Note.—Former s. 189.415.

189.081 Activities of special districts; local government comprehensive planning.—

(1) Construction or expansion of a public facility, or major alteration which affects the quantity or quality of the level of service of a public facility, which is undertaken or initiated by a special district or through some other entity shall be consistent with the applicable local government comprehensive plan adopted pursuant to part II of chapter 163; provided, however, the local government comprehensive plan shall not:

(a) Require an independent special district to construct, expand, or perform a major alteration of any public facility; or

(b) Require any special district to construct, expand, or perform a major alteration of any public facility which would result in an impairment of covenants and agreements relating to bonds validated or issued by the special district.

(2) When a local government has issued a development order which approves the construction of public facilities or has issued a development order pursuant to chapter 380, the local government shall not use the requirements of this section to limit or modify the right of an independent special district to construct, modify, operate, or maintain public facilities authorized by the development order.

(3) The provisions of this section shall not apply to water management districts created pursuant to s. 373.069, to regional water supply authorities created pursuant to s. 373.713, or to spoil disposal sites owned or used by the Federal Government.

(4) Ports listed in s. 403.021(9)(b) which operate in compliance with a port master plan which has been incorporated into the appropriate local government comprehensive plan pursuant to s. 163.3178(2)(k) shall be deemed to be in compliance with the requirements of this section.

(5) Nothing in this section shall create or alter the respective rights of local governments or special districts to provide public facilities or services to a particular geographic area or location, nor shall this section alter or affect the police powers of any local government or the authority or requirements under chapter 163.

(6) Any independent district created under a special act or general law, including, but not limited to, this chapter, chapter 190, chapter 191, or chapter 298, for the purpose of providing urban infrastructure or services may provide housing and housing assistance for its employed personnel whose total annual household income does not exceed 140 percent of the area median income, adjusted for family size.

History.—s. 21, ch. 89-169; s. 17, ch. 97-255; s. 6, ch. 2006-69; s. 12, ch. 2007-5; s. 7, ch. 2010-205; s. 36, ch. 2014-22.

Note.—Former s. 189.4155.

189.082 Water management district technical assistance; local government comprehensive planning.—Water management districts shall assist local governments in the development of local government comprehensive plan elements related to water resource issues as required by s. 373.711.

History.—s. 22, ch. 89-169; s. 8, ch. 2010-205; s. 37, ch. 2014-22.

Note.—Former s. 189.4156.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2025 State of Florida.

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 21, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	First Amendment to County Manager's Employment Agreement
SUGGESTED ACTION:	- Motion to approve the first amendment to the County Manager's employment agreement as presented.

ATTACHMENTS:
Employment Contract for Atchley executed.pdf
8-2025 County Manager Agreement TA First Amendment Draft.docx

HARDEE CLERK TO BOARD
FEB 17 '23 AM9:35

COUNTY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into as of the 2nd day of March, 2023 (the "Effective Date") by and between Hardee County, Florida, a political subdivision located in the state of Florida (the "County"), and Mr. Terry Atchley, an individual residing in Hardee County ("INSERT NAME"). The County and the Mr. Atchley may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Board of County Commissioners of Hardee County (the "BOCC") have conducted individual interviews with Mr. Terry Atchley for the position of County Manager; and

WHEREAS, on February 16, 2023, the BOCC voted to approve the appointment of Mr. Terry Atchley as County Manager pursuant to the terms and conditions in this Agreement and subject to execution of this Employment Agreement.

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in this Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the County and Mr. Atchley agree as follows:

TERMS AND CONDITIONS

SECTION 1. DUTIES

A. The BOCC hereby employs Mr. Atchley, a resident of Hardee County, as County Manager of and for Hardee County, Florida, to perform the functions and duties as specified in Section 125.74, Florida Statutes and the County Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the BOCC shall assign from time to time.

B. Mr. Atchley shall discharge the duties of the County Manager in accordance with the terms, conditions, and provisions contained in this Agreement, Section 125.74, Florida Statutes, the County Code of Ordinances and any applicable employment policies, as may be established and amended from time to time, and in a professional and respectable fashion as required of county managers generally and as required by the standards of the Code of Ethics of the International City/County Management Association.

SECTION 2. TERM OF AGREEMENT

A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by the County or Mr. Atchley as provided herein. Mr. Atchley acknowledges that employment with the County is on an at-will basis and that he shall

serve at the pleasure of the BOCC. Nothing in this Agreement shall prevent, limit, and/or otherwise interfere with the right of the BOCC to terminate him at any time.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Atchley to resign at any time from the position of County Manager, subject only to the provisions set forth in Section 6 of this Agreement.

SECTION 3. SALARY

A. The County agrees to pay Mr. Atchley, as compensation for services under this Agreement, an initial annual salary of one hundred fifty-five thousand eight hundred and eighty-two dollars ($155,882.00), payable in biweekly installments at the same time as when other County employees are paid. This salary is subject to all legally required deductions.

B. The BOCC, at its option, may annually review said base salary and/or other benefits and increase/decrease same in such amounts and to such an extent as the BOCC may determine desirable on the basis of Mr. Atchley's performance, in the BOCC's sole and absolute discretion. Such evaluation shall be in such form as the BOCC deems appropriate and may be made each year, prior to October 1st, in accordance with procedures established by BOCC for the duration of this Agreement. Nothing herein shall require the BOCC to increase the compensation and/or other benefits of Mr. Atchley. Failure to conduct an annual evaluation shall not constitute a material breach of this Agreement.

SECTION 4. HOURS, HOLIDAYS, LEAVE

4.1 HOURS OF WORK; OTHER EMPLOYMENT

A. During the term of this Agreement, Mr. Atchley will not have set work hours or a set work schedule. Mr. Atchley acknowledges that the duties of the County Manager will be variable and may require work after the County's regular business hours, and on nights, weekends and holidays. Mr. Atchley agrees to devote his best efforts and the time and energy necessary to perform fully the duties of the County Manager as required under this Agreement. Mr. Atchley further agrees to be exclusively employed by the County during the term of this Agreement and shall not accept any other employment without the prior approval of the BOCC. If Mr. Atchley will be away from work for one or more full days he shall provide advance notice to the BOCC.

B. In the event that Mr. Atchley is temporarily unable to perform his duties, Mr. Atchley shall designate an Acting County Manager for such length of time as may be needed. The BOCC reserves the right to nominate and approve an Acting County Manager different than that individual so designated by the County Manager.

4.2 HOLIDAYS

Mr. Atchley is entitled to the same paid holidays as provided to all Administrative Employees of the County, which may be amended from time to time.

4.3 LEAVE

A. Mr. Atchley shall accrue four (4) weeks of paid time off ("PTO") each calendar year. The time shall be earned in accordance with the bi-weekly pay schedule.

B. The use of PTO shall be approved in writing by the Chairperson or in his/her absence, the Vice Chairperson, with notice to the rest of the BOCC and Human Resources Director at the time of approval. When possible, request for extended PTO shall be submitted for approval no less than thirty (30) days prior to the requested, anticipated time off.

C. Upon separation from the County's employ, Mr. Atchley shall be paid for up to four (4) weeks of accrued and unused PTO at the current rate of his salary on the effective date of separation from the County.

SECTION 5. TERMINATION BY THE COUNTY

5.1 TERMINATION OTHER THAN FOR CAUSE

A. In the event the BOCC wishes to terminate Mr. Atchley, it shall do so in accordance with this Agreement.

B. Should the BOCC terminate the services of Mr. Atchley, then within ten (10) business days following the termination and any applicable revocation periods, the County shall pay Mr. Atchley any accrued and unpaid salary and benefits earned through the date of termination. Additionally, Mr. Atchley shall be entitled to severance in amount equal to thirteen (13) weeks of pay at the current rate of his salary on the effective date of separation from the County, in accordance with Florida Statute § 215.425, provided that Mr. Atchley is not being terminated pursuant to Section 5.2 Termination for Cause.

5.2 TERMINATION FOR CAUSE

A. In the event Mr. Atchley is terminated with cause, the County shall have no obligation to pay any severance pay. For purposes of this Agreement, "for cause" shall be defined as:

1. Breach of any material term or condition of this Agreement;

2. Conviction of a felony or any illegal act involving personal gain or which shall reflect adversely upon the County as determined by the BOCC;

3. Misconduct as defined in Section 443.036(29), Florida Statutes;

4. Gross insubordination;

5. Willful neglect of duty; or

6. Adjudicated violation of the Florida Code of Ethics for Public Officers and employees, or the Code of Ethics of the International City/County Management Association.

SECTION 6. TERMINATION BY EMPLOYEE (RESIGNATION)

Mr. Atchley may terminate this Agreement at any time upon thirty (30) days advance, written notice to the BOCC. If Mr. Atchley voluntarily resigns pursuant to this Section, the County shall pay him all accrued compensation due up to the final day of employment within ten (10) days of the resignation date. The County shall have no further financial obligation to Mr. Atchley pursuant to this Agreement, including, but not limited to, no obligation to pay the severance required upon County initiated termination. The County through the BOCC, reserves the right to dismiss and/or terminate Mr. Atchley earlier than the resignation date provided in the notice. The County has the option to compensate Mr. Atchley up to and through the proffered resignation date, if dismissed and/or terminated earlier. The decision of the BOCC to terminate in advance of the resignation date does not trigger the obligation to pay the severance provided in Section 5.

SECTION 7. AUTOMOBILE ALLOWANCE AND COMMUNICATIONS EQUIPMENT

A. The County will provide Mr. Atchley an automobile for unrestricted use during the term of this Agreement within the State of Florida. The County shall pay the costs of insurance, maintenance and repairs for the County Manager's assigned automobile and will provide a gasoline allotment for the automobile at the County's fueling station. The gasoline allotment shall be in accordance with the use of the vehicle for County business. Mr. Atchley agrees to observe the applicable laws and rules of the road when driving. No person other than a County employee shall be permitted to drive the vehicle.

B. The County shall provide Mr. Atchley with a cell phone allowance of $100.00 per month.

C. The County shall provide Mr. Atchley with a personal computer for utilization for County business.

SECTION 8. DUES AND SUBSCRIPTIONS; PROFESSIONAL DEVELOPMENT

8.1 DUES AND SUBSCRIPTIONS

The County agrees to pay the County Manager's professional dues for membership in the International City/County Management Association, Florida City/County Management Association, and Florida Association of County Managers. The County shall pay other dues and subscriptions on behalf of the County Manager as may approved in the County's annual budget (on a line item basis) or as authorized separately by the BOCC.

8.2 PROFESSIONAL DEVELOPMENT

The County agrees to pay for the County Manager's travel and attendance at the following conferences: (1) Florida Association of Counties annual conference and Legislative Session; (2) International City/County Management Association ("ICMA") annual conference; and (3) the Florida City/County Management Association annual conference in accordance with the expense schedule set forth in Chapter 112 of the Florida Statutes for public officials or as otherwise provided by the BOCC. The County shall pay for Mr. Atchley's attendance at other seminars, conferences and committee meetings as may approved in the County's annual budget (on a line-item basis) or as authorized separately by the BOCC.

SECTION 9. COMMUNITY INVOLVEMENT

The County acknowledges that Mr. Atchley currently participates in community and civic organizations. The County agrees that Mr. Atchley may continue participation in such organizations during the term of this Agreement. The County acknowledges that Mr. Atchley's participation in these organizations include, but is not limited to, participation (in person, or via the telephone or internet) in meetings, conferences, seminars, or other activities sponsored by the organizations. If Mr. Atchley will be away from work for one or more full days as a result of participation in any community or other civic organization, he shall provide advance notice to the BOCC.

SECTION 10. HEALTH, DENTAL, LIFE, DISABILITY AND PROFESSIONAL INSURANCE

A. Mr. Atchley shall be entitled to participate in the County's medical, dental and vision insurance coverage and supplemental Term Life/AD&D coverage as may be available to all full-time County Employees.

B. The County shall provide Mr. Atchley with professional insurance, including, but not limited to, officers and directors insurance, with such policy and coverage limits as deemed appropriate by the County's risk management consultant.

SECTION 11. RETIREMENT

Mr. Atchley shall participate in the Florida Retirement System as a senior management official of the County.

SECTION 12. INDEMNIFICATION

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the County shall defend, save harmless and indemnify Mr. Atchley against any tort, professional liability claim or demand or other legal action out of an alleged act or omission occurring in connection with the performance of his duties so long as he is acting within the scope of his employment. The County, or its insurance carrier, will pay or settle any such claim or suit or judgment rendered thereon.

SECTION 13. NOTICE

Notices pursuant to this Agreement shall be given by certified mail, return receipt requested, through the United States Postal Services delivery, addressed as follows:

County	Chairperson Hardee County 412 W Orange St. Room 103 Wauchula, FL 33873
With a copy to the	County Attorney Weiss Serota Helfman Cole & Bierman, P.L. Hardee County 412 W Orange St. Room 103 Wauchula, FL 33873
Mr. Terry Atchley	317 S. 9th Ave Wauchula FL 33873

Any of the foregoing Parties may, by written notice to the other Parties, designate any other address to which subsequent notices, certificate or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or facsimile transmission or three days after the date mailed. Any notice sent by electronic mail shall not be considered delivered unless the recipient has expressly confirmed receipt thereof.

SECTION 14. OTHER TERMS AND CONDITIONS

A. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of Mr. Atchley.

D. This Agreement contains the entire Agreement of the parties. It may not be changed, except by an Agreement in writing signed by the parties.

E. Florida law shall govern the construction, interpretation, and enforcement of this Agreement, and venue for any litigation which may arise that in any way involves this Agreement shall be in Hardee County in a court of competent jurisdiction.

F. In the event of County Manager's death, the County's obligations under this Agreement shall terminate except for:

    1. Transfer of ownership of retirement funds, if any, to his/her designated beneficiaries;

    2. Payment of accrued leave balances in accordance with this Agreement to his/her designated beneficiaries;

    3. Payment of all outstanding hospitalization, medical and dental bills in accordance with County's insurance policies or plans; and

    4. Payment of all life insurance benefits in accordance with the County's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and accordingly, no court or administrative hearing officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

H. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

I. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless approved by the BOCC and agreed upon by the Parties. Any

approved and agreed upon changes to this Agreement shall be reduced to a writing with the same formality as this Agreement.

J. The rights and obligations herein granted are personal in nature and cannot be assigned, delegated, or transferred except as otherwise provided herein.

K. In any action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable attorney's fees, including those incurred in any appeals thereof, plus costs.

L. Any calculation or computations required herein shall be made by the Chief Financial Officer of the County, subject to verification by the County Attorney.

M. On any matter which is not covered or addressed by this Agreement or the County Code of Ordinances, the general County's personnel policies, as amended from time to time, and as may apply, shall control, subject to confirmation by the County Attorney.

N. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, as of the date first written above.

INDIVIDUALLY,

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners
Board Approved: 02/16/2022
Date : 02/17/2022

Hardee County

Noey A. Flores, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE OF HARDEE COUNTY:

WEISS, SEROTA, HELFMAN, COLE + BIERMAN, P.L.
COUNTY ATTORNEY

FIRST AMENDMENT TO
COUNTY MANAGER EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT EMPLOYMENT AGREEMENT ("First Amendment") is made and entered into as of the _____ day of August 2025 (the "Effective Date") by and between Hardee County, Florida, a political subdivision located in the state of Florida (the "County"), and Mr. Terry Atchley, an individual residing in Hardee County ("Mr. Atchley"). The County and the Mr. Atchley may be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, in accordance with Section 125.73, Florida Statues, the Board of County Commissioners of Hardee County (the "BOCC") approved the appointment of Mr. Terry Atchley as County Manager pursuant to the terms and conditions in the employment agreement dated March 2, 2023, ("Employment Agreement" attached as Exhibit "A" and incorporated as if set forth herein, the Employment Agreement and First Amendment shall collectively be the "Amended Employment Agreement"); and

WHEREAS, upon review of the terms and conditions it was determined that Mr. Atchley is no longer participating in the County's medical insurance coverage as contemplated in the Employment Agreement; and

NOW THEREFORE, in consideration of foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises set forth in Amended Employment Agreement, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the County and Mr. Atchley agree as follows:

TERMS AND CONDITIONS

1. Section 10 of the Employment Agreement shall be amended to read as follows:

SECTION 10. HEALTH, DENTAL, LIFE, DISABILITY AND PROFESSIONAL INSURANCE

A. Mr. Atchley shall be compensated to up to six hundred dollars ($600) per month to offset the cost of medical, dental and vision insurance coverage and supplemental Term Life/AD&D coverage. This shall be payable in equal portions in Mr. Atchley's bi-weekly pay. This shall be effective January 1, 2025.

B. The County shall provide Mr. Atchley with professional insurance, including, but not limited to, officers and directors insurance, with such policy and coverage limits as deemed appropriate by the County's risk management consultant.

2. All other conditions and terms of the original Agreement, not specifically amended herein remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed and executed, as of the date first written above.

INDIVIDUALLY,

_____
_____

Hardee County

_____
Russell A. Melendy, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR HARDEE COUNTY:

_____
Sarah Johnston, County Attorney