Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

May 15, 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 Dave Harper, First Methodist Church of Zolfo Springs.

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

A. BCC Workshop Session Minutes of 08/01/2024, at 8:30 a.m.
BCC Special Meeting Minutes of 08/03/2024, at 6:00 p.m.
BCC Tentative Budget Public Hearing Minutes of 09/10/2024, at 5:05 p.m.
BCC Final Budget Public Hearing Minutes of 09/24/2024, at 5:05 p.m.

- Motion to approve the minutes as presented.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Debbie Slade, Nu Hope Elder Services Executive Director -** Proclamation Declaring May 2025 as Older Americans Month

- Motion to approve the proclamation declaring May 2025 as Older Americans Month.

B. **Casey Dasher, Public Safety Director** - Proclamation Declaring May 18 - 24, 2025, as National EMS Week.

- Motion to approve the proclamation declaring May 18-24, 2025, as National EMS Week.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve the Proclamation declaring May 4-10, 2025, as National Correctional Officer Week.

B. - Motion to approve the Phase 7 Regional Water & Wastewater Improvements Change Order No. 2 between Hardee County and the Florida Department of Environmental Protection in substantially the attached form; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

C. - Motion to approve the submission and acceptance of Modification 1 of the HMGP Grant H0987 for the Hardee County Building & Zoning Generator, in the amount of $99,226; 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.

D. - Motion to approve the agreement between Hardee County and Life Extension Clinics, Inc. dba. LifeScan Wellness Centers for annual National Fire Protection Association (NFPA) 1582 physicals in substantially the attached form; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

E. - Motion to approve Resolution 2025-47, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the Certificate of Public Convenience and Necessity for Medfleet, LLC dba. ATI Ambulance to provide non-emergency transportation services for interfacility transfers; providing for authorization, severability and for an effective date.

F. - Motion to approve Resolution 2025-48, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Med-Trans Corporation dba. Airstar 1 to provide non-emergency air transportation services for interfacility transfers; providing for authorization, severability and for an effective date.

8. PRESENTATIONS

9. BUSINESS AGENDA - Quasi-Judicial Items:

A. **Todd Miller, Community Development Director -** Variance Request 25-24 From Nekita Austin

- Motion to approve variance request 25-24 for Nekita Austin; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

10. BUSINESS AGENDA - Ordinances:

11. BUSINESS AGENDA - Action Items:

A. **Todd Miller, Community Development Director -** True Haven Minor Subdivision

- Motion to approve the True Haven minor subdivision and authorizing the County Manger or Chair to sign any necessary documents in furtherance thereof.

B. **Christopher Simpron, Assistant County Manager -** US Highway 17 & State Road 62 Traffic Signal Maintenance and Compensation Master Agreement

- Motion to approve amendment 10 to the Traffic Signal Maintenance and Compensation Agreement (TSMCA) between the County and State of Florida, Department of Transportation; 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.

C. **Christopher Simpron, Assistant County Manager -** Resolution 2025-49 - State Road 62 National Highway Freight Program Feasibility Study Grant Application

- Motion to approve Resolution 2025-49, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission to the United States Department of Transportation Federal Highway Administration's (FHA) National Highway Fright Program (NHFP) of a funding request for a feasibility study for State Road 62; approving and authorizing the County Manager to execute all necessary documents in furtherance thereof; providing for authorization; and providing for an effective date.

D. **Lorie Ayers, General Services Director -** Amendment 1 to FDEP Agreement 23PLN113 for the Hardee County Vulnerability Assessment

- Motion to approve Amendment No. 1 to FDEP grant agreement 23PLN113 for the Hardee County Vulnerability Assessment in substantially the attached form, subject to approve by the County Attorney, and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

E. **Diane Moore, Budget Manager** - Operating & Capital Budget Amendments

- Motion to approve the operating and capital budget amendments as presented.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

A. **Sarah Johnston, County Attorney** - BOCC Workshop & Meeting Calendar Discussion

- Board discretion.

15. OTHER BUSINESS

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

17. REMINDERS

- May 26, 2025 - County Offices Closed in Observance of Memorial Day
- June 5, 2025 - BOCC Workshop at 8:30 a.m.
- June 17, 2025 - EDA Meeting at 8:30 a.m.
- June 19, 2025 - BOCC Meeting at 8:30 a.m.

18. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 15, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Minutes for Approval

AGENDA SECTION: **MINUTES FOR APPROVAL**

SUBJECT:
BCC Workshop Session Minutes of 08/01/2024, at 8:30 a.m.
BCC Special Meeting Minutes of 08/03/2024, at 6:00 p.m.
BCC Tentative Budget Public Hearing Minutes of 09/10/2024, at 5:05 p.m.
BCC Final Budget Public Hearing Minutes of 09/24/2024, at 5:05 p.m.

SUGGESTED ACTION:

- Motion to approve the minutes as presented.

ATTACHMENTS:
2024-08-01 Minutes BCC WKS.pdf
2024-08-03 Minutes BCC SP TSD.pdf
2024-09-10 Minutes BCC TBPH.pdf
2024-09-24 Minutes BCC FBPH.pdf

MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

August 1, 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. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Sandra Meeks	Commissioner	Present	
Noey A. Flores	Commissioner	Present	
Renee Wyatt	Chairwoman	Present	
Russell A. Melendy	Vice-Chairman	Present	
Judith George	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/Budget & Finance Director	Present	
Christopher Simpron	Assistant County Manager/Public Works Director	Absent	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Laura Barker	Deputy Clerk	Present	

Chairwoman Wyatt called the meeting to order at 8:31 a.m.

3. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Public comment was given by
Mr. Claude Harris

4. BUSINESS AGENDA

A. Certificate of Compliance for Minor Subdivision - *Polk Subdivision*:

Community Development Director, Todd Miller, requested the Board's approval of a minor subdivision to divide a 20+/- parcel along Polk Road into five new parcels of three and four acres in size in the Farm Residential (F-R) Zoning District and the Residential Mixed Use Future Land Use Category for applicant, Arthur S. Womack Family, LLC.

Director Miller presented an application to the Board for a minor subdivision detailing the location of the property. He noted that the property has not previously been through the minor subdivision process. Each of the properties will have adequate road frontage on Polk Road and will be serviced through private well and septic.

Chairwoman Wyatt called for any questions or comments from the Board.

Commissioner Flores noted that he has no concerns with the request.

Commissioner Melendy noted that the request meets all obligations and requirements.

B. FY 2024/2025 Emergency Management Preparedness and Assistance Grant (A0431) – Florida Division of Emergency Management for $105,806.00:

Emergency Management Director, Lane Schneider, requested Board approval of the State-Funded Grant Agreement for Emergency Preparedness and Assistance Grant, in the amount of $105,806.00.

Chairwoman Wyatt confirmed that the grant is an annual grant for the County. Director Schneider affirmed this to be true, noting that every county in Florida, regardless of size, receives the same amount of money through the grant.

Chairwoman Wyatt called for any questions or comments. None noted.

C. Access, Use, and Indemnity Agreement Between Mosaic Fertilizer, LLC, and Hardee County Board of County Commissioners:

Emergency Management Director, Lane Schneider, requested Board approval of the Access, Use, and Indemnity Agreement for limited access to the Mosaic Fertilizer, LLC, property located adjacent to and east of the Hardee County Landfill site at Airport Road and Landfill Road.

Director Schneider presented the agreement to the Board, noting it is an annual agreement for the use of land outside of the land as temporary debris storage following hurricanes.

Chairwoman Wyatt called for any questions or comments from Commissioners. None noted.

D. Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC) for $49,412.00:

General Services Director, Lorie Ayers, presented the Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC), in the amount of $49,412.00.

Director Ayers noted this is an annual grant; the County works together with the Hardee County Sheriff's Office, the City of Wauchula, and the City of Bowling Green to fund law enforcement activities.

Chairwoman Wyatt called for any questions or comments from Commissioners. None noted.

E. FDLE (Florida Department of Law Enforcement) Law Enforcement Salary Assistance (LESA) Grant (ME013) for $361,259.00:

General Services Director, Lorie Ayers, presented the FDLE Law Enforcement Salary Assistance (LESA) Grant (ME013), in the amount of $361,259.00. She noted that the County has been awarded this grant for the past couple of years; it serves to assist law enforcement with salaries. The grant is for Fiscal Year 2024-2025.

Chairwoman called for any questions or comments. None noted.

F. Resolution 2024-70 – Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant Phase 7 Wastewater and Potable Water Service Improvements:

General Services Director, Lorie Ayers, requested Board approval of the FDEP Water Quality Improvement Grant Phase 7 Wastewater and Potable Water Service Improvements with an anticipated amount of $3,000,000.00. The grant will finish out Phase 7 at the Wauchula Hills Water and Wastewater Treatment Facility.

Chairwoman Wyatt called for any questions or comments. None noted.

G. Resolution 2024-71 – Florida Department of Environmental Protection (FDEP) Phase 8 Wastewater and Potable Water Service Improvement Grant Application:

General Services Director, Lorie Ayers, requested approval and acknowledgement of submission of the grant application, authorizing the Chair to sign Resolution 2024-71, approving the award acceptance and authorization for the County Manager to sign any related documents.

Director Ayers noted that this grant, in the amount of $2.5 million, will be used to finish Phase 8 of the Wauchula Hills Water and Wastewater Treatment Facility Expansion Project.

Chairwoman Wyatt called for any questions or comments.

Commissioner George inquired if the County has received this grant before.

Director Ayers noted that the County has received legislative appropriations for this project, but they are not enough to cover the full amount; hence the grant application to secure more funding.

Commissioner George expressed her appreciation for the grant funding that is being received by the County.

H. Resolution 2024-72 -Florida Department of Environmental Protection (FDEP) Water Quality Improvement Grant, Hardee County Pioneer Park Water and Sewer Improvements for $4,250,000.00:

General Services Director, Lorie Ayers, requested approval and acknowledgement of the submission of the grant application. She requested authorization for the Chair to sign Resolution 2024-72, approving award acceptance and authorization for the Chair or County Manager to sign any related documents pertaining to the FDEP Water Quality Improvement Grant for Pioneer Park Water and Sewer Improvements.

Director Ayers explained that this grant is to expand water and sewer in Pioneer Park, which will result in 60 RV hookups as well as decommissioning the septic tanks. The grant is $4.25 million.

Chairwoman Wyatt called for any questions or comments. None noted.

I. Courthouse Annex 1 Renovations Agreement (LP23-24) for $850,000.00:

General Services Director, Lorie Ayers, requested approval and acknowledgement of the acceptance of this grant agreement, in the amount of $850,000.00; the purpose of the grant is to make the necessary renovations and improvements to the Courthouse Annex building.

Director Ayers explained to the Board that this grant was awarded during the 2023-2024 Legislative Appropriations. The agreement is to provide funds to renovate the Courthouse Annex building.

Commissioner Flores inquired about the time frame for using these funds, noting that the new administration building being built across the road will not be ready for some time.

County Manager Atchley noted that he has spoken with the project manager for this grant and has explained the time frame for vacating and renovating the building. The grant was extended for five years on the front end to account for this.

Chairwoman Wyatt confirmed that the grant is for $850,000.00.

Chairwoman Wyatt called for any further questions or comments. None noted.

J. Solid Waste Department - Reallocation/Transfer of $50,000.00 From Contingency Funds:

Budget Manager, Diane Moore, requested Board approval of the reallocation of $50,000.00 from Contingency Funds to address recent budget shortages for overtime pay ($25,000.00) and repair and maintenance expenses ($25,000.00).

Budget Manager Moore explained that this is an Operating Amendment to reallocate the $50,000.00. She noted the balance before the transfer is $100,000.00 and staff are recommending approval.

Chairwoman Wyatt called for any questions or comments.

Commissioner Flores inquired about the cause behind the overtime hours.

County Manager Atchley noted that the biggest challenge has been employees needing to fill vacancies. Recruitment and retention of employees are contributing factors; hiring equipment operators for less pay than they can make in the private sector is a factor. Repair and maintenance are attributed to the aging fleet being operated six days a week. He explained that the new budget takes these factors into account.

Commissioner Melendy inquired if there are specific equipment repairs. County Manager Atchley noted that it is a compilation of multiple repairs.

Commissioner Melendy inquired about the time frame for the overtime payment. County Manager Atchley explained that the $25,000.00 will cover the remainder of the 2023-2024 Budget cycle until October 1, 2024.

Chairwoman Wyatt inquired as to the number of full-time employees. Staff noted there are six.

Commissioner Meeks asked for more information regarding equipment in the new budget. County Manager Atchley noted there were equipment replacement items in the new budget to minimize repair costs.

Commissioner Flores inquired about the ideal number of employees.

Assistant County Manager Baber explained that one additional employee has been added to the budget to help spread out the workload and increase salaries to help attract new employees and reduce overtime.

Commissioner Flores inquired if the hourly rate is the problem. Director Baber affirmed and provided specific numbers contrasting a county job at $16/hour to operate a piece of heavy equipment on a hill (high risk situation) as opposed to a private sector job at $20/hour to operate the same equipment on flat ground.

Chairwoman Wyatt confirmed that Solid Waste operates Monday through Saturday and that all six employees are full time and that the equipment repairs are being replaced in the 2024-2025 Budget. County Manager Atchley provided more details on replacing specific pieces of equipment. He noted that this should not be a problem if equipment was being replaced on a regular replacement schedule; the worn-out equipment would be auctioned.

Chairwoman Wyatt called for any further questions or comments. None noted.

K. Fixed Asset Disposal:

Budget Manager, Diane Moore, informed the Board of a 2001 eight-by-16-foot trailer that staff recommended to be sold at an auction from the Road and Bridge Department.

Chairwoman Wyatt called for any questions or comments.

Chairwoman Wyatt inquired if a picture of the trailer could be shown.

L. Fiscal Year 2024/2025 Budget Update:

Budget Manager, Diane Moore, informed the Board of the following budget updates:

- Taxing Corrections:
  - Ad Valorem taxes reported a 10.11 percent increase instead of 9.77 percent increase
  - CRA/TIF credit was not reflected for the payments to the city

County Manager Atchley explained the difference, noting why the CRA/TIF credit was not reflected initially.

- Roll Back Rate Updated:
  - Roll back rate reported as 7.9921
  - After the CRA/TIF credit the roll back rate is now 8.0170 and this is closer to the proposed 8.8 millage rate
- Current Year Taxes to be Levied:
  - The amount of taxes to be levied remains the same at $23,356,981
- Clarification:
  - The local media reported a 28 percent increase to solid waste disposal fees
  - Correction is needed as the increase was 10 percent
  - Local media have been contacted regarding this correction

M. Safe Streets for All (SS4A) Federal Funding Program:

Operations/Construction Project Manager, Kara Davis, requested to increase the request for federal funding from $350,000.00 to $500,00.00 to ensure enough funds to cover the countywide study, which would also include the addition of Bowling Green and Zolfo Springs to the Local Road Safety Plan.

Project Manager Davis explained that more funding for the Safe Streets for All Program Grants is available than was originally expected. The grant money received will now cover the entire county. Local Road Safety Plans are needed when applying for grants for safety improvements such as sidewalks and pedestrian bridges.

Chairwoman Wyatt called for questions or comments.

Commissioner Melendy confirmed that the request is to increase the request for federal funding.

County Attorney Johnston noted that the approval of this grant was not connected with a dollar amount. Staff are just reporting the increase in funds requested.

Commissioner Melendy inquired if lighting is considered an acceptable request. Project Manager Davis noted that the application will ask for the safety plan, which could include things like lighting.

Commissioner Flores inquired about the matching funds that are the County's responsibility. Project Manager Davis clarified that the matching fund amount would have been $70,000 when the request was $350,000, but with an increased request of $500,000 the County's portion would be $100,000.

The Local Road Safety Plan would also include the Town of Zolfo Springs and the City of Bowling Green. The matching funds responsibility would be the County's and not necessarily include the cities, but this topic is open for discussion.

N. Business Associate Agreement - Foundation Risk Partners, Corp DBA Acentria Public Risk:

Safety & Risk Manager, LaTicia Wilkins, presented a request to finalize an agreement between Foundation Risk Partners and the County.

Chairwoman Wyatt called for any questions or comments from the Board. None noted.

O. Final Reconciliation for the Hardee County Jail HVAC Replacement Project – Change Order No. 3:

Capital Projects Manager, Bobby Keene, presented Change Order No. 3 for the Hardee County Jail HVAC Replacement Project, noting that this is for the completion of the project. Manager Keene noted that all items have been reconciled, and the total cost saving is $474,506.87. County staff are recommending returning these funds to the County to be used for other projects at the Sheriff's Department.

Chairwoman Wyatt called for any questions or comments.

Commissioner Flores expressed his appreciation for the savings.

Commissioner Melendy noted the large sum of the cost savings. Manager Keene explained that there were many unknowns in the initial cost assessment combined with CMAR (Continuing Construction Manager at Risk Services) staff who were able to procure more cost-effective products.

Commissioner Melendy inquired as to how these funds are integrated back into the budget if the funds were to be expended in FY 2023/2024. County Manager Atchley responded to this comment, noting that the funds would be allocated for the roofing project that has been approved for the Sheriff's Office.

Chairwoman Wyatt clarified that the entire amount of $474,506.87 would be reallocated to the roofing project and inquired as to the cost for the roofing project. County Manager Atchley noted it is around $340,000.00 to $350,000.00.

Chairwoman Wyatt called for any further questions or comments. None noted.

P. Torrey Preserve Extension Wastewater and Potable Water Improvements – CAS Project No. 08-23-064 Change Order No. 1:

Capital Projects Manager, Bobby Keene, presented Change Order No. 1 for the Torrey Preserve Extension Wastewater and Potable Water Improvements. Manger Keene noted that this change order also reflects cost savings as the initial contract bid allowed for $50,000 of contingency. He explained the purpose behind this and directed the Board's attention to the item summary, noting $18,697.02 remains of the $50,000 contingency funds.

Chairwoman Wyatt called for questions or comments from the Board. None noted.

Q. Vogel Brothers, Inc., CMAR (Continuing Construction Manager at Risk Services) Contract for Wauchula Hills Water Treatment Plant – Addendum 2:

Capital Projects Manager, Bobby Keene, expressed his appreciation to the grants department, noting that the items being presented today are funded by grants. Manager Keene presented Addendum 2 to the Vogel Brothers, Inc., CMAR contract for Wauchula Hills Water Treatment Plant.

Manager Keene explained that the addendum agrees on a maximum guaranteed price within the scope of the project. He provided a detailed explanation of this phase of the project, noting that the goal is to grow the service area; this is the largest portion of the project to date for plant upgrades and totals $1.286 million. Staff are requesting the Board's approval of this best guaranteed price.

Chairwoman Wyatt called for questions or comments.

Commissioner Flores asked County Manager Atchley for clarification regarding this project and if it falls under the $200 million Capital Improvements needs/projects that had been previously presented to the Board. County Manager Atchley affirmed that this is one of the projects from that list. The pumps being replaced by this project are currently running at 95 percent capacity.

Commissioner Flores expressed his appreciation for the work being done to improve the County facilities and services.

Manager Keene expressed that the grant funds being received are tax dollars that are being funneled back into the County.

Commissioner George expressed her appreciation and pride in being a part of the team's effort to improve Hardee County.

R. Vogel Brothers, Inc., CMAR (Continuing Construction Manager at Risk Services) Contract for Wauchula Hills Water Treatment Plant – Addendum 3:

Capital Projects Manager, Bobby Keene, noted that Addendum 3 is a phase within the project but is presented separately. This phase handles piping to bypass the clear well so updates can be performed. He detailed for the Board what the addendum will accomplish including adding a point of entry. The project will total $731,012.

Chairwoman Wyatt called for any questions or comments from the Board. None noted.

S. GFNY (Gran Fondo New York) October 20, 2024, Cycling Event:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, requested Board consent for the cycling event sponsored by Gran Fondo New York/Florida to be partially held in Hardee County.

Chief Dasher explained he was presenting for Assistant County Manager Simpron and noted this is the fourth year the event has been brought before the Board for approval. The bicycling event first expanded into the County in 2021; the Board's consent is needed for FDOT (Florida Department of Transportation) to allow for any necessary road closures on State Road 66.

Commissioner Melendy noted that consent for the cycling event was requested every year and the cycling event's logo references Sebring and not Hardee. The signature portion of the event takes place in Hardee and there have been multiple requests for Hardee County's name to be added. Chief Dasher explained the City of Sebring paid $35,000.00 for a three-

year agreement for the city's name to be on the logo. Operations/Construction Project Manager, Kara Davis, confirmed the City of Sebring pays for the sponsorship, though 90 percent of the race is in Hardee County, and Hardee is a partner and not a sponsor of the race. Assistant County Manager Baber noted that including the County's new logo could be addressed.

Chairwoman Wyatt questioned whether Tourist Development funds could be used toward the County's sponsorship of the cycling event. Assistant County Manager Baber noted the cycling event could be a future marketing project for the County.

Commissioner Melendy questioned whether the law enforcement costs were covered by the cycling event. Chief Dasher and Operations/Construction Project Manager Davis confirmed the cycling event has its own MOT, and the County receives a review of the MOT Plan every year. In addition, Chief Dasher confirmed that the law enforcement event fee is paid by the cycling event as well as other event fees.

Chairwoman Wyatt requested further explanation of "MOT." Operations/Construction Project Manager Davis explained "MOT" was Maintenance of Traffic, which is the plan for placing barricades and barrels to direct traffic, along with a guide vehicle and a traffic officer at certain intersections.

T. New Hire Employee Orientation Program:

Human Resources Manager, Stephanie Wilkerson, explained to the Board that a new employee orientation program for new hires in the County has been started.

Staffing and Development Coordinator, Jazmin Cornett, presented an overview of the orientation process to the Board. The purpose of the program is to familiarize new team members with the code of conduct, policies, safety and risk program, and company benefits. County Manager Atchley will be invited to each orientation to introduce himself to the new hires.

Coordinator Cornett reviewed the program for the Board, noting that the County's vision, mission, and introduction of the County Commissioners, Executive Team, and hierarchy structure/chain of command would all be part of the program. The Employee Handbook would be discussed including paychecks and holidays. Safety & Risk Manager, Laticia Wilkins, will address safety issues and Florida State Retirement Plan options.
Commissioner George inquired if this orientation program is a group presentation and at what point in the hiring process it occurs. Manager Wilkerson noted that new hires would complete the program within the first 30 days of employment.

County Manager Atchley informed the Board that each of them would be invited to participate in the orientation program to be familiar with the process.

Commissioner Melendy noted the importance of being informed and prepared and this orientation program will provide for that. He expressed his support for the program and the clarity it will provide.

Commissioner Meeks expressed her appreciation and support for the program.

Chairwoman Wyatt expressed her appreciation for the work done to prepare this program, noting it will be useful for employees.

U. Drug Free Hardee, Inc., Grant Award Agreement – Opioid and Substance Abuse Education Funding:

Assistant County Manager Baber detailed for the Board the Drug Free Hardee, Inc., Grant Award Agreement, noting he worked closely with County Attorney Johnston and Maria Pearson, Executive Director of Drug Free Hardee, Inc., to use the funds that were received at the end of 2021. The County currently has $45,691.74 in funding to utilize for the grant agreement.

Assistant County Manager Baber explained that the agreement would include a scope of work as well as a plan prior to disbursement for how the funds would be utilized; bi-annual presentations would be brought before the Board detailing how the funds are being used along with the annual submission of a financial plan from Drug Free Harde, Inc.

Chairwoman Wyatt inquired if County Attorney Johnston would like to add anything to the discussion.
County Attorney Johnston provided further information related to the detailed ways in which the funds could be used noting that these were included in the settlement agreement with Drug Free Hardee, Inc., so the County can report back on how the funds are being used.

Chairwoman Wyatt called for any questions or comments.

Commissioner Melendy inquired as to when the funds would be expended. Assistant County Manager Baber noted that the $45,691.74 would be made available immediately to be used throughout a 12-month period.

Commissioner George thanked Maria Pearson for the work she has done for the community with Drug Free Hardee.

Chairwoman Wyatt noted that Ms. Pearson was present to answer any questions as needed.

Commissioners Meeks and Commissioner Flores expressed their appreciation for Ms. Pearson and the work of Drug Free Hardee, Inc.

Board Discussion concerning public comment.

Commissioner Meeks noted the number of citizens present at the meeting. She expressed that this is a workshop and not a BOCC meeting where voting takes place.

Commissioner Flores stated that public comment was made available at the beginning of the meeting and inquired if it is a possibility for the public to comment at the end of the meeting after hearing what was discussed during the workshop.

Commissioner Meeks noted that Agenda Item 3 is specific to public comments related to non-agenda items.

County Attorney Johnston noted that it is the Board's discretion to change this and open the floor for discussion, to clarify when public comment takes place, or to move public comment to a different portion of the meeting. She noted the agenda could be changed to state just public comment and that because this is a workshop where no action is taken, the public would have another opportunity to speak at the scheduled meeting. Only a Board consensus is required to change the public comment portion of the meeting.
Commissioner Flores expressed his opinion that having a public comment section at the end of the BOCC workshop meetings would allow people to express their input before a meeting.

Commissioner Melendy noted that when people attend a meeting it makes sense that they are there because they have something to say, and he would want to hear their input.

Chairwoman Wyatt confirmed with Commissioner Meeks and Commissioner George that they would welcome public input for this workshop.

Chairwoman Wyatt noted that opening the floor for public comment would be restricted to comments only and not a time of discussion with the Board. She expressed that members of the public are welcome to approach the Board members individually after the meeting for discussion purposes.

The following people addressed the Board:

Mr. Gary Delatorre
Mr. Claude Harris
Mr. Wesley Mercer

Commissioner Melendy acknowledged the three people who gave public comments, noting that some of the comments pertained to the recent budget meetings and he would reach out to them personally.

Chairwoman Wyatt stated that she too is open to any discussions with members of the public.

Commissioner Flores noted that members of the public can approach Commissioners individually outside of a public meeting. However, there is no forum for open discussion between Commissioners and the public. He expressed a desire to

be able to provide a public response when public comments are given in a workshop or meeting and to be able to hear the responses of the Board.

County Attorney Johnston responded, noting that the members of the Board have the opportunity for discussion amongst themselves in connection with each agenda item as presented in a workshop or meeting. She noted that a back-and-forth discussion with members of the public can potentially limit their right to speak as citizens are given a three-minute time limit. The time for discussion with fellow commissioners is prior to the vote during the discussion portion of each agenda item.

Commissioner Flores noted that some of the items may be on the Consent Agenda and would not have discussion.

County Attorney Johnston noted that items can be pulled from the Consent Agenda to allow for discussion.

Commissioner Flores expressed that when members of the public take the time to attend a meeting and give public comments, he believes a response is appropriate and could be helpful.

County Attorney Johnston expressed that it is within the discretion of the Board to have a discussion regarding public comments.

Commissioner Melendy expressed that regarding the public comments given today, there are facts concerning the budget and the budget workshop that he would like to be able to discuss with the three citizens who spoke.

Commissioner Meeks noted that the budget will not be on the Consent Agenda; it is not final, and more discussion will take place. There is still a tentative budget hearing and a final budget hearing.

Commissioner Flores addressed the 10 percent tax increase, noting that it is connected to the millage rate remaining the same due to the number of projects, updates, need for capital improvements, replacement and maintenance plans, inflation, etc. He expressed the need to prepare for development and the team effort to make Hardee County better. Commissioner Flores expressed his willingness to discuss these issues.

Commissioner George expressed appreciation for what Commissioner Flores shared and noted that all Commissioners want the best for Hardee County. She affirmed the need for everyone's opinions to be heard and input given and thanked members of the public for their participation.

Chairwoman Wyatt affirmed that none of the Board members want to raise taxes, but the budget needs to be balanced; County staff as well as the Commissioners are available and willing to discuss the budget. Members of the public are invited to attend the budget hearings. She noted that the budget vote will impact the County either way.

Chairwoman Wyatt invited public comment for any items not on the agenda. None given.

Commissioner Flores affirmed the benefit of members of the public reaching out to County staff with any questions.

Chairwoman Wyatt called for any further discussion or questions. None given.

5. ADJOURNMENT

With no further business, the meeting was adjourned at 10:20 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

SPECIAL MEETING

August 3, 2024, at 6:00 PM

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

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Sandra Meeks	Commissioner	Present	
Noey A. Flores	Commissioner	Present	
Renee Wyatt	Chairwoman	Present	
Russell A. Melendy	Vice-Chairman	Present	
Judith George	Commissioner	Present	
Terry Atchley	County Manager	Present	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
Sarah Johnston	County Attorney	Absent	
Doug Baber	Assistant County Manager/Budget & Finance Director	Present	
Christopher Simpron	Assistant County Manager/Public Works Director	Absent	
Holly Smith	Administrative Services Manager	Present	
Charlene Albritton	Deputy Clerk	Present	

Chairwoman Wyatt called the meeting to order at 6:00 p.m.

2. BUSINESS AGENDA

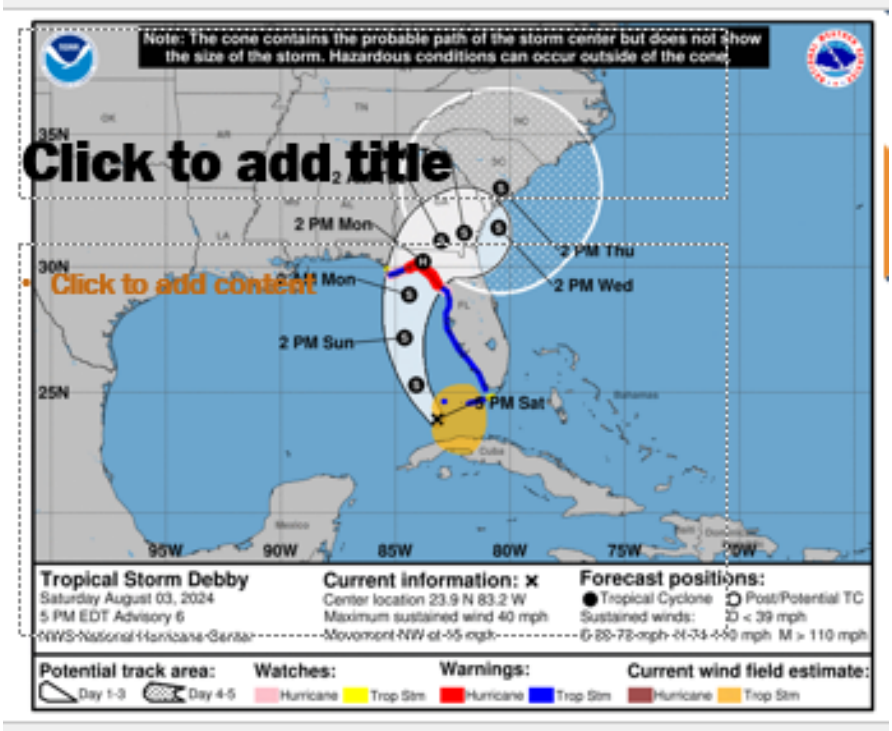
A. Resolution 2024-75 - State of Local Emergency - Tropical Storm Debby:

County Manager Atchley noted the State of Florida was watching Tropical Storm Debby and he wished to quickly recap County activities taking place:

- Management team meeting to review emergency management manual's policies and procedures
- The self-serve sand bagging operation opened on Friday at 4:00 p.m., closed late in the evening, and reopened again on Saturday from 8:00 a.m. to 5:00 p.m. (Approximately 1,400 sandbags distributed)

Emergency Management Director, Lane Schneider, presented the Tropical Storm Debby presentation:

- Tropical Storm Debby Saturday, August 3, 2024, 5:00 p.m. Advisory 6:



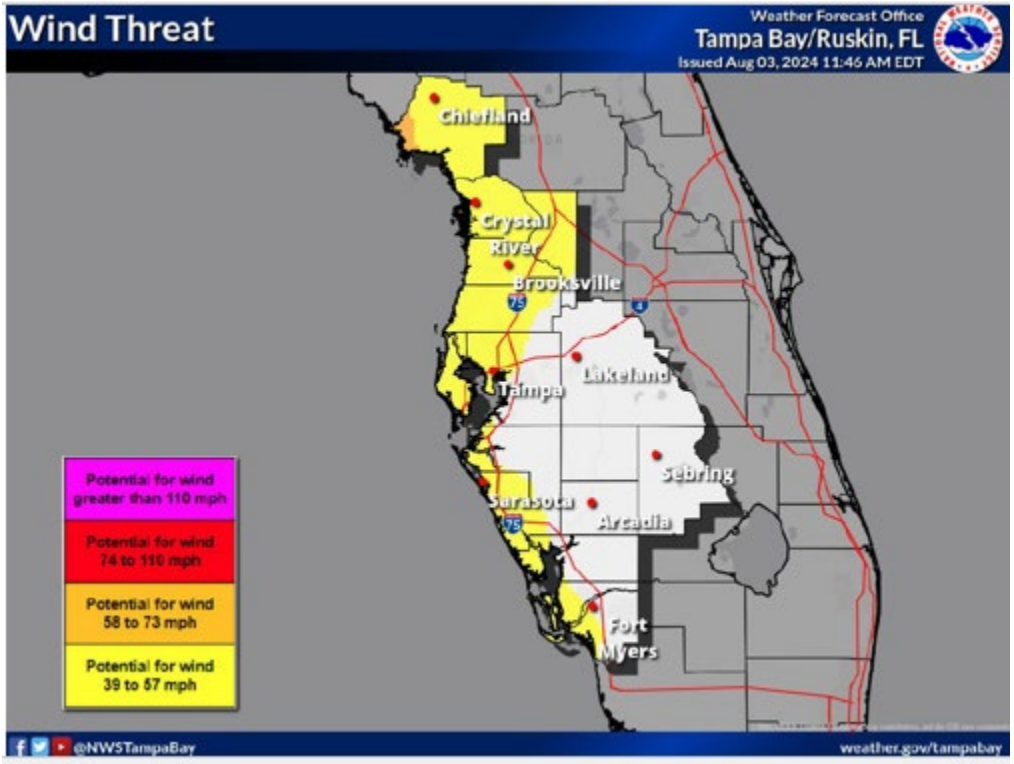
- Situation Overview:

Situation Overview

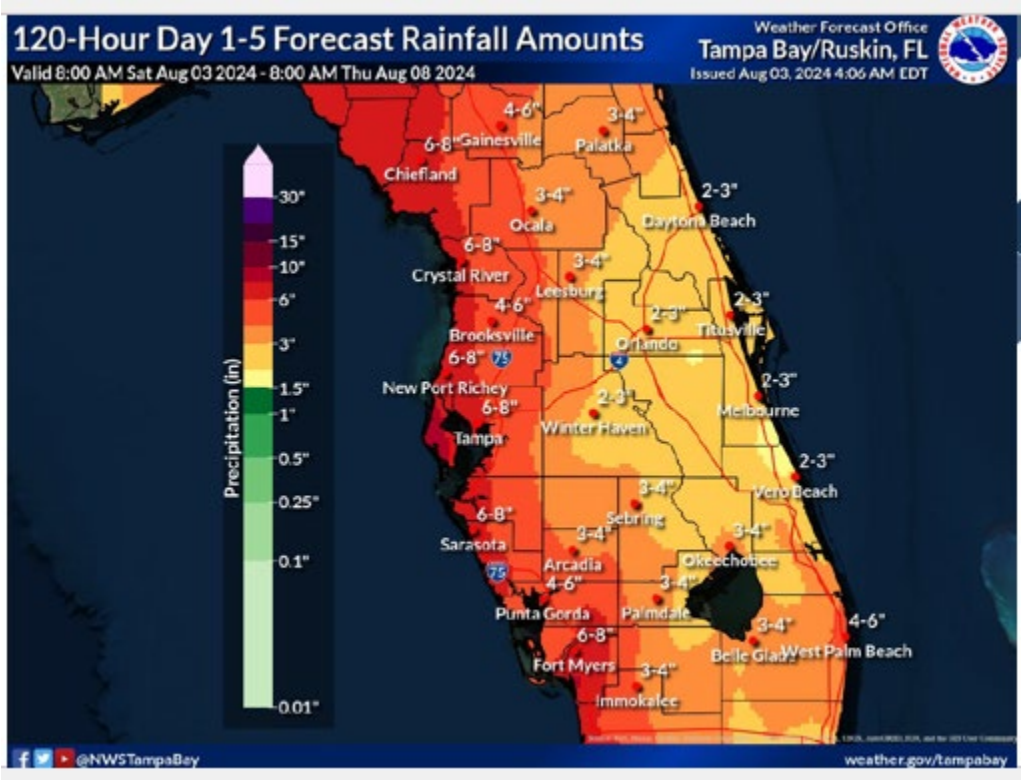
Tropical Depression Four

Hazard	Impacts	Location	Timing
Wind	Tropical Storm Force Winds Possible	All except Highlands County	As early as this Evening south through Sunday night north
Storm Surge & Inundation	Life threatening storm surge of 2 to 5 feet AGL	Along the coast	Sunday morning - Monday afternoon
Flooding Rain	Excessive Rainfall of 5 to 10 inches causing areal flooding	Mainly along the coast	Through Monday
Tornado	Isolated tornadoes possible	Across the area	Today through Sunday
Marine	Hazardous Marine conditions with rip currents	Coastal Marine Waters	Through Monday

- Wind Threat:



- 120-Hour Day 1-5 Forecast Rainfall Amounts:



- Official Forecast (Horse Creek):
  - Current – 9.23 feet
  - Mean – 11.11 feet
  - High – 18.69 feet (1995)



Chairwoman Wyatt called for Commissioner questions:

Commissioner Meeks questioned the timing of the storm. Director Schneider explained that the National Weather Service has given 8:00 a.m. tomorrow as a 10 percent chance for tropical storm winds to arrive, but the most likely scenario is the 50 percent chance of tropical storm force winds arriving around 12:00 p.m. tomorrow afternoon.

Commissioner Flores questioned whether there was an expectation of low pressure that may stall the storm and allow the storm to build. Director Schneider explained the National Hurricane Center is allowing for the greater chance of developing quickly and advising the inland counties to prepare for a category one or category two storm based on there not being any weather conditions, such as wind shear, to affect the storm.

Commissioner George questioned whether there would be future updates. County Manager Atchley noted the meeting today was for Board discussion of whether to enact a local state of emergency and the Board would continue to receive written communication updates. County Manager Atchley further explained the enactment of a local state of emergency was precautionary, would expire in seven days, and would allow the County to be ready if an emergency occurred because of the storm.

There was further discussion concerning:

- Flooding and roads "washing out"
- Avoiding delays in an emergency response
- Preparation concerning the Animal Refuge in Pioneer Park and the protection of animals
- The possibility of tornados and flooding resulting from the storm
- Provision for sandbags to be available for citizens
- The importance of facts and communication concerning storm information
- Providing neighboring counties with assistance if requested

Motion by Commissioner Flores and second by Commissioner George to approve Resolution 2024-75, enacting a state of local emergency for Tropical Storm Debby.

Chairwoman Wyatt called for public comment. None given.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

County Manager Atchley noted the County was preparing for a rain event rather than a wind event. Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, noted the fire rescue high water vehicle was stationed in Zolfo Springs, because of the possibility of flooding in the southwest portion of the County.

3. OTHER BUSINESS

No other business was presented.

4. ADJOURNMENT

With no further business, the meeting was adjourned at 6:23 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

TENTATIVE BUDGET PUBLIC HEARING

September 10, 2024, at 5:05 PM

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
Sandra Meeks	Commissioner	Present	
Noey A. Flores	Commissioner	Present	
Renee Wyatt	Chairwoman	Present	
Russell A. Melendy	Vice-Chairman	Present	
Judith George	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/Budget & Finance Director	Present	
Christopher Simpron	Assistant County Manager/Public Works Director	Present	
Holly Smith	Administrative Services Manager	Present	
Brandy Crawford	Executive Assistant	Present	
Charlene Albritton	Deputy Clerk	Present	

Chairwoman Wyatt called the meeting to order at 5:06 p.m.

3. APPROVAL OF AGENDA

Chairwoman Wyatt called for a motion to approve the agenda.

Motion by Commissioner Melendy and second by Commissioner Flores to approve.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

4. NOTICE OF PUBLIC HEARING

Chairwoman Wyatt announced the notice of public hearing was posted on the TRIM (Truth in Millage) Notice, which was mailed out by Hardee County Property Appraiser, Kathy Crawford, on August 16, 2024.

5. TENTATIVE BUDGET PRESENTATION

County Manager Atchley provided an opening statement for the budget presentation, noting the changes made by the Board over the previous 18 months in order to move forward with restructuring the County, the responsibility to ensure Hardee County is and remains sustainable for future generations, and today marked a pivotable moment in Hardee County's journey that called for the same vision and courage that has been displayed over the past four years. The Board was facing a turning point, challenges that require immediate attention, and opportunities that demand long-term planning. The proposed 2024/2025 Budget was a road map for Hardee County; reflected a thoughtful, strategic approach to both the current challenges and the possibilities that lie ahead; full support of the budget was being sought, and each dollar in the budget represented an investment in the County's future. The Board's approval of the budget would set the course for the development of a sustainable economy, a vibrant community, prioritizing public safety, and ensuring the welfare of the residents.

Assistant County Manager Baber and Budget Manager, Diane Moore, presented the Fiscal Year 2024-2025 1st Public Hearing presentation:

- FY 2024-2025 Tentative Budget:
  - 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 2025 Budget represents a thoughtful and strategic approach to our community's future**
- Layers of government:
  - State of Florida sets TRIM (Truth in Millage) laws
  - Property Appraiser – property value
  - County – tax rate
  - Cities – tax rate
  - School board – tax rate
  - SWFWMD (Southwest Florida Water Management District) – tax rate
  - Tax rate per thousand times property value equals taxes
- TRIM notice – notice of tentative public hearing was posted on the TRIM (Truth in Millage) Notice, which was mailed out by Hardee County Property Appraiser, Kathy Crawford, on August 16, 2024
- Hardee County millage vs. rollback rate:

HARDEE COUNTY MILLAGE vs ROLL BACK							PROPOSED
DESCRIPTION	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25
MILLAGE RATE	8.8991	8.9900	8.8038	8.8000	8.8000	8.8000	8.8000
ROLL BACK RATE	8.7522	8.9900	8.8038	8.4287	8.0348	7.7278	8.017

- FY 2025 Budget overview:
  - $147,966,104 – proposed tentative operating budget
  - 210.55 FTEs (full-time equivalent)
  - 8.8000 aggregate millage rate (tentative levy)
  - Increase of 9.77 percent over the rollback rate of 8.0170
  - Revenues:

	REVENUE BY SOURCE	% OF TOTAL BUDGET
Ad Valorem/Property Taxes	$23,356,981	16%
Federal, State and Local Grants	$66,511,254	45%
State Shared Grants	$8,851,726	6%
Charges for Services	$8,041,955	5%
General Government Taxes	$5,440,410	4%
Special Assessments	$4,020,875	3%
Fund Balance	$26,379,155	18%
Other Various Sources	$5,363,751	4%
TOTAL	**$147,966,104**	**100%**

  - Other various sources:

	REVENUE BY SOURCE
Other Various Sources	$5,363,751
Breakdown	----------
Licenses/Permits/Fees	$679,050
Court Related Fines & Forfeitures	$250,200
Interest and Other Earnings	$290,800
Rents and Royalties	$161,150
Sales	$65,000
Miscellaneous Reimbursements	$306,387
Transfers from other departments	$2,611,164
Loan Proceeds	$1,000,000
TOTAL	**$5,363,751**

  - Expenditure by cost category:
    - Personnel – 12 percent or $18,167,855
    - Constitutional Officers – 13 percent or $18,795,939

        - Operating – 11 percent or $15,558,385
        - Aid to others – one percent or $931,707
        - Capital – 47 percent or $70,026,829
        - Fund balance – 11 percent or $16,241,541
        - Miscellaneous – 6 percent or $8,243,848
    - Changes since July Budget Workshop:
        - Road and bridge:
            - Added two SCOP (Small County Outreach Program) Grants
            - Increased the budget by approximately $4 million
    - Strategic plan vision, mission, and goals:
        - Our vision for the future – a strong community of integrity where people want to be
        - Our mission – building a vibrant and resilient environment focusing on the health, safety, and welfare of the community
        - Be responsive and persistent
        - Strive to provide transparent communication
        - Focus on the community
        - Promote effectiveness and efficiency
        - Employ our expertise and knowledge
        - Dedicated to achieving our mission and vision for the future
        - Foster mutual understanding and respect
    - Investing in employee assets FY 2024-2025 Budget:
        - Minimum wage increases
        - Wage compression adjustment
        - Cost of Living Adjustment (COLA)
        - Performance based merit increases
        - Tuition reimbursement program
    - Capital equipment (rolling stock) grand total $5,085,039:
        - Fire rescue – refurbish Tanker One, grant funded new pumper truck, and grant funded new tanker truck
        - Solid waste – replacing a 2014 dump truck, D5 Dozier, semi-truck, and two tractors with bat wing mowers
        - Transportation trust – replacing a 1996 grader, replacing two 2014 dump trucks, and replacing a grapple truck
    - Capital replacement fund – $750,000:
        - Funds can be invested to earn interest
        - Provides a mechanism to get ahead of the game
        - Provides funds to replace antiquated machinery
    - Capital projects:
        - Community outreach:
            - Veterans – new waiting room
            - Library – teen area
            - Museum – floors and walls
            - Court facilities – three air conditioning units
        - Parks and recreation:
            - Hardee Park – parking and entryway
            - Magnolia Manor – fence and playground
            - Hardee Lakes Park Pavillion – updates and site pad installations
            - Pioneer Park – pool pavilion remodel
        - Workforce facilities:
            - Shop - electric doors and added lighting
            - Solid waste – new office essential facility
            - Purchasing – stockroom upgrades and handheld bar code reader
        - Fifty-three total grant projects:
            - Road and bridge projects – $12 million
            - Sheriff's Office new building – $10.5 million
            - Emergency operations center – $9.3 million
            - Utilities infrastructure – $8 million
            - Fire Station One new facility – $7.5 million
            - Communications tower – $5.6 million

- Pioneer Park water and waste-water expansion – $1.9 million
- Generators (SFSC – South Florida State College lift station, Vandolah lift station, building department, and Sheriff's Office

- Discussion:
  - Fire protection special assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within Hardee County:
    - Fire Protection Special Assessment Study completed August 4, 2021, performed by Tindal Oliver, recommended an annual increase over a three-year period of 15 percent
    - Increases approved since 2021:
      - 2022 – zero percent
      - 2023 – five percent
      - 2024 – proposed 10 percent
  - There has been a significant cost increase for emergency medical consumables and price increases for fire rescue equipment and maintenance costs:
    - The proposed increase will result in an annual household increase of $20.29
    - Or a monthly increase of $1.70 per residential unit
  - Proposed final fire assessment rates effective October 1, 2024:
    - Residential rates – $223.16 per dwelling unit
    - Commercial rate – $.10 per square foot
    - Industrial rate – $.16 per square foot
    - Institutional rate – $.54 per square foot
    - Vacant land – $.99 per acre
  - Solid waste assessment is made up of two components:
    - Solid waste disposal:
      - Funds the facilities at the landfill
      - Funds machinery and equipment used at the landfill
      - Provides reserves for closure of the landfill
      - Requesting a 10 percent increase in disposal assessments:
        - Current solid waste disposal residential assessment is $99.58
        - Proposed solid waste disposal residential assessment is $109.54
        - The proposed increase will result in an annual household increase of $9.96
        - Or a monthly increase of $0.83 per residential unit
    - Solid waste collection:
      - Collection cost of gathering waste and taking it to the landfill
      - Charged in unincorporated areas of the county
      - Contract with Hardee Disposal
      - Requesting a three percent increase in collection assessments:
        - Increase provided in contract
        - Current solid waste residential collection assessment is $146.01
        - Proposed solid waste residential collection assessment is $149.50
        - The proposed increase will result in an annual household increase of $3.49
        - Or a monthly increase of $.29 residential unit
    - Proposed final solid waste collection and disposal rates:
      - Solid waste collection – $149.50 per year
      - Solid waste disposal – $109.54 per year
      - Total solid waste fee – $259.04 per year

County Manager Atchley noted the budget presentation was complete, staff was recommending the Board remain with the millage rate of 8.8000 and reiterated there was originally $200 million worth of needs on the compiled list, of which $18 million had been addressed this budget year. Any County needs that have been addressed in this fiscal year's budget and are removed would only be delayed until the next fiscal year's budget causing an even larger future budget increase.

Chairwoman Wyatt requested a brief explanation of the increase to the total budget request since the recent budget workshop. Budget Manager Moore explained the budget increase was due to the award of the SCOP (Small County Outreach Program) grants awarded to the County for approximately $4 million, the balancing (true-up) of cash forward grant amounts, and the addition of termite contracts.

Chairwoman Wyatt called for Commissioner comments.

Commissioner Melendy noted the presentation was professional and presented well, Senator Ben Albritton's influence concerning the County's receipt of grant funding and state appropriation funding, and staff's hard work behind the scenes regarding the budget. Commissioner Melendy also recognized the difficulty with obtaining and maintaining quality employees, the Board's need to address the minimum wage and wage compression, and the failure in previous years regarding monitoring and maintaining County equipment. Commissioner Melendy questioned the impact on the future regarding staff's commitment to assessing the state of County equipment and making the necessary upgrades to the equipment. County Manager Atchley explained the County has been spending hundreds of thousands of dollars each year on repair and maintenance, the cost should decrease as new equipment is purchased, and the cost decrease should allow the funds to be reallocated to capital for the purchase of more new equipment. To bring the equipment needs current, the County would need to spend $12 million in addition to the $5 million allocated in the current budget request. County Manager Atchley reviewed some of the current equipment needs, noted the future replacement of a single piece of landfill equipment that will cost $1.4 million, and the need for future planning, which relates to the request for initiating the $750,000 Capital Replacement Fund.

Commissioner Melendy requested further explanation concerning the $20 million relating to ad valorem taxes. County Manager Atchley explained the $20 million was the amount of new construction in the County. Commissioner Melendy noted growth was the mechanism of choice for lowering ad valorem taxes, "liked" the idea of future planning, but felt the $750,000 number was aggressive.

Commissioner Meeks voiced her support for the rollback rate, noted the ultimate plan would have been to have started planning 18 months ago, suggested the removal of the $400,000 allocated in the current budget for vehicles, noted Sheriff Crawford should review his budget considering his office will be returning $1.3 million to the County on October 1st, and she was not in favor of the initiating the $750.000 Capital Replacement Fund.

Commissioner Flores voiced his support for growth and building a resilient County, acknowledged previous decisions created the predicament the County is currently in, which will take time and money to "bounce back" from, and noted he had concerns regarding initiating the $750,000 fund. Commissioner Flores further discussed the residents' point of view concerning real property taxes versus the County's needs and noted he was in favor of setting the millage rate at approximately 8.4000 mills.

Commissioner George commended staff's hard work concerning the budget and the grant funding, noted the budget was prepared with a forward goal, and thought the County should choose moving forward with the set goals.

Chairwoman Wyatt noted each of the Commissioners had spoken with the constituents concerning the budget; the County's business owner is the taxpayer, who has "hired" each Commissioner to do the job of running their business; the fees that pay for the maintenance and County services have been raised as much possible, and the choice was either borrowing money or raising taxes to operate the County. The feedback from most residents was that they were not in favor of raising taxes and Chairwoman Wyatt questioned whether the 8.4000 mills suggested by Commissioner Flores had been considered.

County Manager Atchley advised the Board was required to set a millage rate and if the Board desired to consider a different millage rate, then a short recess was needed to "crunch" the numbers and amend the proposed resolutions.

Chairwoman Wyatt voiced her concerns regarding what could be removed from the budget, noting the maintenance equipment, the minimum wage, and the capital projects were needs the Board "could not get around."

Commissioner Meeks noted the Constitutional Officers that submitted a huge budget increase request should be considered for a decrease, listed the vehicles she believed should be removed from the budget, and suggested the Board decrease its budget by $1 million and the other elected officials reduce their budgets by $1 million.

Commissioner Melendy noted it was worth mentioning the general population looks to the five Commissioners concerning taxes, but the Constitutional Officers were a part of the budget, and he received more citizen calls about County services than taxes because citizens believe government should operate as expected.

County Manager Atchley explained he was unsure of how the Constitution Officers' budgets could be addressed because a budget had to be adopted by the Board during this meeting and staff would only need the Board's direction concerning the level of funding to implement the priorities of the Board's Strategic Plan.

Commissioner Flores noted although the budget included everyone, he had only spoken with Sheriff Crawford concerning the Sheriff's budget, he did not wish to slow the County's momentum, and his fear was the coming downturn to the real estate market, which would require an adjustment to property values and could greatly affect next budget year's millage rate if the Board "went with" the rollback rate. Commissioner Flores was not in favor of initiating a $750,000 Capital Replacement Plan this fiscal year, but acknowledged a replacement plan was needed and should be adhered to.

Commissioner Meeks thought the public should be allowed to speak before a recess was taken.

Chairwoman Wyatt called for public comment.

The following persons addressed the Board:

Mr. Art Womack
Mr. Gary Delatorre

There was continued discussion concerning changing the County's millage rate, a more detailed explanation of the proposed fire assessment rates and solid waste assessment rates and providing relief to the County while still moving the County forward.

The consensus of the Board was to recess the meeting for staff to amend the budget request.

Chairwoman Wyatt recessed the meeting at 6:56 p.m.
Chairwoman Wyatt reconvened the meeting at 7:47 p.m.

Budget Manager Moore explained the rollback rate was 8.0170 mills, which was a zero percent increase to the budget and reduced the budget by $2,005,000, and the alternative millage rate was 8.395 mills, which was a 4.715 increase to the budget and reduced the budget by $1,002,050. Setting the millage rate at 8.395 mills would set the tentative operating budget at $147,016,152.

Chairwoman Wyatt called for Commissioner questions or comments.

Commissioner Flores noted the choice was either reducing the budget by $2 million or $1 million and the Board will face the same circumstances next fiscal year.

6. RESOLUTION FOR TENTATIVE MILLAGE RATE

A. Resolution 2024-64 - Setting the Tentative Millage Rate of 8.395 Mills:

Commissioner Flores made a motion to approve the 8.395 mills.

County Attorney Johnston advised staff needed to read the millage rate, the rollback rate, and the percentage for the record for Commissioner Flores to affirm.

Budget Manager Moore read the following for the record:

A resolution of the Board of County Commissioners of Hardee County, Florida, adopting the tentative millage rate of 8.395 mills for Fiscal Year 2024/2025, the calculated "rolled-back" rate is 8.0170 mills, or 4.715 percent higher than the "rollback" rate for fiscal year 2023/2024, and reaffirming the second public hearing to set the final millage rate on September 24, 2024, at 5:05 p.m.

Commissioner Melendy provided a second for the motion.

Chairwoman Wyatt called for public comment. None given.

Motion carried 4 to 1.
Ayes – Flores, Wyatt, Melendy, and George
Nay - Meeks

6. RESOLUTION FOR TENTATIVE OPERATING BUDGET

A. Resolution 2024-65 - Setting the Tentative Operating Budget of $147,016,152:

Budget Manager Moore read the following for the record:

A resolution of the Board of County Commissioners of Hardee County, Florida, adopting the tentative operating and capital outlay budget in the amount of $147,016,152, for Fiscal Year commencing October 1, 2024.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores that we adopt Resolution 2024-65 as presented.

Chairwoman Wyatt called for public comment. None given.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

7. RESOLUTION FOR FIRE ASSESSMENTS

A. Resolution 2024-62 - Setting the Fire Assessment Rates for Fire Assessments Countywide and Directing the Certification of the Special Assessment Tax Roll:

Motion by Commissioner Meeks and second by Commissioner George to adopt Resolution 2024-62, a resolution of the Board of County Commissioners of Hardee County, Florida; relating to the fire rescue services in Hardee County, Florida; describing the method of assessing final fire rescue costs against assessed property located within Hardee County; determining the final fire rescue cost for Fiscal Year 2024/2025; authorizing the County Manager to update the assessment roll; providing for an effective date, and authorizing the Chair and County Manager to sign any documents, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

8. RESOLUTION FOR SOLID WASTE ASSESSMENTS

A. Resolution 2024-63, Setting the Special Assessment Rates for Solids Waste Collection and Disposal in the unincorporated Hardee County and directing the Certification of the Special Assessment Tax Roll:

Motion by Commissioner Meeks and second by Commissioner Flores to adopt Resolution 2024-63, a resolution of the Board of County Commissioners of Hardee County, Florida, relating to the collection and disposal of solid waste in Hardee County, Florida; describing the method of assessing final solid waste costs against assessed property located within Hardee County; determining the final solid waste cost for Fiscal Year 2024/2025; authorizing the County Manager to update the assessment roll; providing for an effective date, and authorizing the Chair and County Manager to sign any documents, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

9. REMINDERS

Chairwoman Wyatt announced the second and final public hearing will be held on September 24, 2024, at 5:05 p.m. The final millage and final budget for Fiscal Year 2024-2025 will be adopted at the public hearing.

11. ADJOURNMENT

With no further business, the meeting was adjourned at 8:08 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

FINAL BUDGET PUBLIC HEARING

September 24, 2024, at 5:05 PM

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
Sandra Meeks	Commissioner	Present	
Noey A. Flores	Commissioner	Present	
Renee Wyatt	Chairwoman	Present	
Russell A. Melendy	Vice-Chairman	Present	
Judith George	Commissioner	Present	
Terry Atchley	County Manager	Present via Telephone	
Victoria L. Rogers	Clerk of the Circuit Court & Comptroller	Absent	
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	
Charlene Albritton	Deputy Clerk	Present	

Chairwoman Wyatt called the meeting to order at 5:12 p.m.

3. APPROVAL OF AGENDA

Chairwoman Wyatt called for a motion.

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

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

4. NOTICE OF PUBLIC HEARING

Chairwoman Wyatt announced the Notice of Public Hearing was advertised in *The Herald-Advocate* on September 19, 2024.

5. PURPOSE OF THE MEETING

Chairwoman Wyatt announced the purpose of the meeting was to present the final millage rate and final budget for Fiscal Year 2024-2025.

6. FINAL BUDGET PRESENTATION

Assistant County Manager Baber and Budget Manager, Diane Moore, presented the following:

- Fiscal Year 2025 Budget Overview:
  - Budget – $146,496,152
  - FTE (full-time equivalent) – 210.55 employees
  - Aggregate millage rate – 8.3950, which is the lowest millage rate in sixteen years
  - Fiscal Year 2024-2025 Budget:
    - The final proposed levy is 8.3950 per $1,000 of assessed property
    - This is an increase of 4.72 percent over the rollback rate of 8.0170
    - The final proposed millage rate is 8.3950 mills
    - The final proposed operating budget is $146,496,152
  - Revenues:

Description	Revenue By Source	% of Total Budget
Ad Valorem/Property Taxes	$22,282,029	15%
Federal, State, and Local Grants	$66,636,254	45%
State Shared Grants	$8,851,726	6%
Charges for Services	$8,041,955	5%
General Government Taxes	$5,440,410	4%
Special Assessments	$4,020,872	3%
Fund Balance	$26,379,155	18%
Other Various Sources	$4,843,751	4%
TOTAL	**$146,496,152**	**100%**

- Expenses by cost category:
  - Personnel – 12 percent or $18,167,855
  - Constitutional Officers – 13 percent or $18,795,939
  - Operating – 11 percent or $15,558,385
  - Aids to others – 1 percent or $931,707
  - Capital – 48 percent or $70,151,829
  - Fund balance – 9 percent or $13,467,373
  - Miscellaneous – 6 percent or $9,423,064
- Budgetary changes since Budget Tentative Hearing:

Changes	Tentative	Final	Reduction
Reduced Ad Valorem Taxes Collected	$ 23,356,981	$ 22,282,029	$ 1,074,952
Reduced General Fund, Fund Balance	$ 1,766,924	$ 1,191,972	$ 574,952
Reduced Contribution to Capital Replacement Fund	$ 750,000	$ 250,000	$ 500,000

Chairwoman Wyatt called for Commissioner comments or questions.

Commissioner Melendy commended staff for their work on the budget, noting the lowering of the millage rate.

Commissioner Flores noted he felt a good compromise was reached considering the situation the Board was facing.

7. FINAL MILLAGE RESOLUTION

A. Resolution 2024-66 - Adopting the Final Millage Rate of 8.395 Mills for Fiscal Year 2024/2025:

Budget Manager, Diane Moore, read the resolution heading for the record.

Chairwoman Wyatt called for Commissioner questions or comments. None given.

Motion by Commissioner Flores and second by Commissioner Melendy to approve Resolution 2024-66, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the final millage rate of 8.395 mills for fiscal year 2024/2025, the calculated "rolled-back" rate is 8.0170 mills, or 4.72% higher than the "rolled-back" rate for fiscal year 2023/2024; providing for authorization, and providing for an effective date.

Chairwoman Wyatt called for public comment.

The following person addressed the Board:

Mr. Gary Delatorre

Commissioner Meeks noted she supported setting the millage rate at the rollback rate and requested the amount of the fund balance. Assistant County Manager Baber confirmed the general fund balance was $1.1 million. Commissioner Meeks requested further explanation of the fund balance information provided on the budget summary. Budget Manager

Moore explained the $27 million was the cash forward amount and the fund balance amount at the bottom of the document was the balance after the expenses. Assistant County Manager Baber explained the overall fund balance was $5.2 million, the reserves balance was $7 million, and the contingency fund balance was $2 million. Commissioner Meeks questioned why the other $1 million that could be removed from the budget could not come from the stated fund balances. Assistant County Manager Baber explained the ad valorem taxes are general fund dollars and only the general fund dollars could be utilized to make up the additional funds.

Commissioner Meeks noted in all her years of service as a county employee and as a commissioner there has not been an instance where a commissioner could not indicate where budget cuts should be made, and she was unaware when the Strategic Plan was approved the authority to designate a budget cut would be removed from the Board. Commissioner George questioned whether the Strategic Plan gives the County Manager and the Finance Director the authority to make budget changes instead of the Board. Assistant County Manager Baber explained staff was directed at the previous budget hearing to cut $1 million from the budget, staff did remove $1 million from the budget as directed, the Board could get into "the nickels and dimes" of the budget; however, the Board hired professional managers to manage the budget, and the most promising budget was presented for approval. The Strategic Plan is the Board's guidance for staff to make sure the policies and procedures set by the Board are followed. Commissioner George agreed that staff were hired to manage the budget even though the Board still has the authority to make any change to any line-item.

Commissioner Flores noted there was a certain percentage required for the contingency fund, the cash forward amount must be available for emergency situations, such as a hurricane, to cover the gap when waiting for FEMA (Federal Emergency Management Agency) dollars. Additionally, Commissioner Flores noted the County is experiencing the same increases in fuel and materials, etc., that the citizens are facing as well as the increase to the minimum wage, and he did not understand why a compromise could not be reached when the County needs to plan for upcoming expenses, such as major equipment replacement. Commissioner Flores noted he had spoken with the County employees who operate the equipment that provides the County services and who confirmed there was a lack of operable equipment to do their jobs. It was time for everyone in the County to work together to make the necessary and needed changes for the County.

Commissioner Meeks read the County's policy concerning each of the fund balances and questioned whether the fund balances were within the policy requirements. Assistant County Manager Baber explained the plan was to manage the budget without returning to the Board to request use of the general fund contingency dollars and clarified the fund balances are at nine percent or $13 million for the whole budget not just the general fund balance.

Chairwoman Wyatt called for additional public comment.

The following person addressed the Board:

Mr. Gary Delatorre

Motion carried 4 to 1.
Ayes – Flores, Wyatt, Melendy, and George
Nay - Meeks

8. FINAL OPERATING BUDGET RESOLUTION

A. Resolution 2024-67 - Final Operating and Capital Outlay Budget for Fiscal Year Commencing October 1, 2024:

Budget Manager, Diane Moore, read the resolution heading for the record.

Chairwoman Wyatt called for Commissioner comments or questions. None given.

Motion by Commissioner Melendy and second by Commissioner George to approve Resolution 2024-67, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the final operating and capital outlay budget in the amount of $146,496,152, for the fiscal year commencing October 1, 2024, through September 30, 2025, pursuant to section 200.065, Florida Statutes; authorizing expenditures consistent therewith and authorizing certain budget amendments within a department provided that the total of the appropriations is not changed, and providing for an effective date.

Chairwoman Wyatt called for public comment. None given.

Motion carried 4 to 1.
Ayes - Flores, Wyatt, Melendy, and George
Nay – Meeks

Assistant County Manager Baber thanked the Board for expressing its confidence in staff by approving the budget and millage rate.

8. LOCAL STATE OF EMERGENCY

A. Resolution 2024-86 – Declaration of a Local State of Emergency:

Assistant County Manager Baber requested Emergency Management Director, Lane Schneider, provide a tropical storm update for the Board.

Emergency Management Director Schneider provided an update on the progress of Tropical Storm Helene, noting the County would most likely experience tropical storm force winds around 10:00 a.m. Thursday, which would move through relatively fast and there was no anticipation for river flooding.

Chairwoman Wyatt questioned whether an MOU (Memorandum of Understanding) with SendMeMissions, Inc., Cutting Edge Ministries, and Hardee Help Center for operations at Pioneer Park. Emergency Management Director Lane explained not at this time because there was no anticipation for the operation of PODS (Points of Distribution) for this storm. Assistant County Manager Baber explained it was on an "as needed basis," and the different agencies were "being kept in the loop" concerning the storm information updates. Chairwoman Wyatt questioned who was responsible for the Emergency Management Facebook page. Assistant County Manager Baber advised Emergency Management Director Schneider created the post information and he posted the information, i.e., they worked together to complete the posting of information. Chairwoman Wyatt noted the new storm information was not available, and the information needed to be completed in a timely manner when citizens needed the information.

There was further discussion concerning the amount of rain the County would receive, wind speeds, emergency management personnel response, and plans for the Animal Refuge.

Assistant County Manager Baber noted Thursday's upcoming Board meeting needed to be rescheduled due to the storm and the options were either for rescheduling the meeting to Friday or Monday.

The consensus of the Board was to reschedule the meeting to Monday at 8:30 a.m.

Chairwoman Wyatt opened for a motion.

Motion by Commissioner Melendy and second by Commissioner Meeks to approve Resolution 2024-86, a resolution of the Board of County Commissioners of Hardee County, Florida, declaring a State of Local Emergency; waiving procedures and formalities during the period of such emergency; authorizing and directing the County Manager to take whatever prudent actions may be necessary to protect the health, safety, and welfare of the community pursuant to this declaration, and providing an effective date.

Motion carried unanimously.
Ayes – Meeks, Flores, Wyatt, Melendy, and George

Assistant County Manager Baber announced the hours of operation for the sandbag station located on Hanchey Road.

9. ADJOURNMENT

With no further business, the meeting was adjourned at 6:05 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: May 15, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Debbie Slade, Nu Hope Elder Services Executive Director -** Proclamation Declaring May 2025 as Older Americans Month

SUGGESTED ACTION:

- Motion to approve the proclamation declaring May 2025 as Older Americans Month.

ATTACHMENTS:

Proclamation - Older Americans Month.docx

Hardee County
FLORIDA

PROCLAMATION
Older Americans Month

WHEREAS; Hardee County is committed to helping all individuals live longer, healthier lives in the community of their choice for as long as possible and maintaining a quality of life complete with dignity, choice and respect; and

WHEREAS; The Federal Older Americans Act, the Florida State Administrative Code and the Florida Statutes recognize the need to address elder needs and aging issues through partnerships at the federal, state and local level; and

WHEREAS; Hardee County recognizes the importance of supporting the efforts of those who make it possible for older adults to remain independent and vital members of our community; and

WHEREAS; May is officially recognized nationwide as the month dedicated to honoring and supporting our oldest residents.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Hardee County, Florida does hereby proclaim the month of May 2025, as Older Americans Month. We urge every resident to take time this month to honor older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

_____ _____

Russell A. Melendy, Chair *Date*

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Casey Dasher, Public Safety/Fire/Rescue
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Casey Dasher, Public Safety Director** - Proclamation Declaring May 18 - 24, 2025, as National EMS Week.
SUGGESTED ACTION:	- Motion to approve the proclamation declaring May 18-24, 2025, as National EMS Week.

ATTACHMENTS:
Proclamation- EMS Week 2025.docx

PROCLAMATION
National EMS Week

WHEREAS emergency medical services is a vital public service; and

WHEREAS the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS emergency medical services fills healthcare gaps by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating the Emergency Medical Services Week; and

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Hardee County does hereby proclaim the week of May 18 – 24, 2025 as National EMS Week in Hardee County.

_____ _____

Russell Melendy, Chair *Date*

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	**-** Motion to approve the Proclamation declaring May 4-10, 2025, as National Correctional Officer Week.
SUGGESTED ACTION:	

ATTACHMENTS:
Proclamation - Correctional Officers Week.docx

PROCLAMATION

National Correctional Officer Week

WHEREAS the safety and security of our community begins with those who serve on the front lines of justice – not just in our streets, but behind the secured walls of our detention facilities, where courage, restraint, and vigilance are required every moment; and

WHEREAS Detention Deputies / Correctional Officers answer this call with integrity, professionalism, and an unwavering sense of duty. They uphold the law within our jails, managing some of society's most difficult and volatile moments, all while treating those in their custody with dignity, fairness, and respect; and

WHEREAS in 1998 President Ronald Reagan officially proclaimed the first week of May as National Correctional Officers Week, recognizing the essential role correctional officers play in maintaining the safety and order of our justice system. Since then, this week has served as a dedicated time to honor those who work in corrections – including our often – unsung heroes: Detention Deputies / Correctional Officers and

WHEREAS these professionals face real and constant risks – from physical assaults and exposure to infectious diseases, to the emotional burden of working in a high – stress, confined environment. Their work is mentally taxing, physically demanding, and emotionally draining, yet they report for duty with pride, knowing their work is vital to the safety of both the incarcerated and the public; and

WHEREAS Detention Deputies / Correctional Officers are not only responsible for the custody and control of inmates, but also serve as role models, crisis de-escalators, suicide preventers, medical first responders, and oftentimes, the only positive voice a person hears during their time behind bars; and

WHEREAS the week of May 4 – 10, 2025, it is our duty and privilege as a county to recognize these heroes – not just with words, but with heartfelt appreciation, public acknowledgement and unwavering support for their well-being and continued service; this marks a powerful message and opportunity to recognize and thank these brave individuals whose dedication and strength too often go unnoticed. Their sacrifices deserve our respect. Their service deserves our gratitude. Their presence deserves our recognition.

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Hardee County does hereby proclaim the week of May 4 – 10, 2025 as National Correctional Officers Week in Hardee County.

_____ _____

Russell Melendy, Chair *Date*

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 15, 2025

SUBMITTED BY: Brandy Crawford, Grants Management Department

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the Phase 7 Regional Water & Wastewater Improvements Change Order No. 2 between Hardee County and the Florida Department of Environmental Protection in substantially the attached form; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

SUGGESTED ACTION:

ATTACHMENTS:
Memo-Phase 7 2025.pdf
change order.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

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: Phase 7 Regional WW/W Improvements

Date: March 6, 2025

Change Order #1 to Agreement LPA0170 with the Florida Department of Environmental Protection to extend expiration until April 30th, 2026, due to supply issues. Agreement LPA0170 for Hardee County Phase 7 Regional Wastewater and Potable Water Service Improvements was approved by the Board August 9th, 2022.

Staff recommend approval.

DEP AGREEMENT NO. LPA0170
CHANGE ORDER NO. 2

GRANTEE: Hardee County

PROJECT TITLE: Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements

DEP Agreement No. LPA0170 (Agreement) entered into on August 9, 2021, and previously amended, is hereby revised as follows:

WHEREAS, the Grantee has requested an update to the Grant Work Plan.

WHEREAS, the Grantee has requested a change in task timelines within the Agreement period.

NOW THEREFORE, the parties agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Jake Seib
Address: 3900 Commonwealth Blvd.
Tallahassee, FL 32399
Phone: 850-245-2049
Email: Jake.seib@floridadep.gov

2. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-2 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.

3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

4. All other terms and conditions of the Agreement shall remain unchanged.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Kyleigh Revis, DEP QC Reviewer

Date: _____

_____
Jake Seib, DEP Grant Manager

ATTACHMENT 3-3
REVISED GRANT WORK PLAN

PROJECT TITLE: Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements

PROJECT LOCATION: The Project will be located in the unincorporated Wauchula Hills service area within Hardee County; Lat/Long (27.5922, -81.8293).

PROJECT BACKGROUND: High nitrate levels were identified in the residential area of Wauchula Hills affecting approximately 400 to 600 homes within Hardee County (Grantee). In response to this information, Wauchula Hills has begun extension of potable water lines and centralized wastewater infrastructure. Due to proximity of and potential contributing environmental impact upon the Peace River Basin/Charlotte Harbor Estuary, the need for expanding performing improvements to the regional wastewater and potable water system is necessary. The Peace River is becoming an increasingly important water supply and the quality of that water will improve with the utilization of a centralized sewer service replacing septic systems in this region.

PROJECT DESCRIPTION: The Grantee will complete the design, obtain all necessary permits, and construct improvements for the Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements project. Project improvements will include the construction of approximately 6,500 linear feet sanitary sewer infrastructure, a duplex lift station, manholes, sewer laterals, approximately 8,000 linear feet of potable water infrastructure, water laterals, and the extension of water and sewer services for approximately 25 homes in Wauchula Hills impacted by high nitrates levels. The project will also include 100% effluent reuse.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to the *Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements* project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the Hardee County Phase 7 Regional Wastewater & Potable Water Service Improvements project in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the

final documentation, the Grantee will also submit an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$200,150	07/01/2021	04/30/2026
2	Bidding and Contractor Selection	Contractual Services	$7,560	07/01/2021	04/30/2026
3	Project Management	Contractual Services	$42,290	07/01/2021	04/30/2026
4	Construction	Contractual Services	$1,150,000	07/01/2021	04/30/2026
		Total:	$1,400,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 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 non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 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 of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's 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, State agencies 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 State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects, LI 1607A	$1,400,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,400,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 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 Modification 1 of the HMGP Grant H0987 for the Hardee County Building & Zoning Generator, in the amount of $99,226; 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 - HMGP Modification 2.pdf
draft.pdf
mitigation.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

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: HMGP Modification #1

Date: March 6, 2025

This modification pertains to HMGP Agreement H0987, Building and Zoning Generator. When it was presented to the Board on February 20, 2025 there was a typographical error with the Agreement Number listed as H0739.

We are requesting formal approval to correct the agreement number for record accuracy and administrative purposes.

Staff recommends approval.

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

February 20, 2025, at 8:30 AM

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

DRAFT

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

The invocation was given by Pastor Scott Tharp, First Baptist Church of Bowling Green.

2. 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-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	
Laura Barker	Deputy Clerk	Present	
Joley Pleger	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 requested any agenda item additions, deletion, and amendments or opened for a motion to approve the agenda as presented.

Motion by Commissioner Flores and second by Commissioner Chancey 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 approval.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for public comment for non-agenda items.

Commissioner Wells stated he had visited Cesaroni Aerospace, Inc., presented the Board with a utilities/water account detail for Cesaroni Aerospace, Inc., and offered the account detail for Board comments.

The following person addressed the Board:

Mr. Wesley Mercer

Commissioner Chancey requested a response be provided for Mr. Mercer.

County Manager Atchley

Assistant County Manager Simpron

Commissioner Flores

DRAFT

Commissioner Miller

Assistant County Manager Simpron

6. PROCLAMATIONS

A. Proclamation Declaring March 3 through 9, 2025, as "Flood Awareness Week":

Community Development Director, Todd Miller, provided a brief explanation of the need for the proclamation and read the proclamation for the record.

Motion by Commissioner Miller and second by Commissioner Wells to approve the proclamation declaring March 3 through 9, 2025, as "Flood Awareness Month" in Hardee County.

Chair Melendy called for public comment. None given.

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

7. CONSENT AGENDA

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

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

A. The memorandum of agreement for use of Weatherstem stations between the County and the Florida Division of Emergency Management (FDEM) 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.

B. Fixed asset transfers and disposals as presented.

C. Operating and capital budget amendments as presented.

D. Ratification of the County Manager's expenditures between $25,000 and $50,000 as presented.

E. Change Order No. 1 between the County and Nichols Contract, Inc., for the Courthouse Annex Elevator Modernization.

F. The purchase of a 160KW mobile generator for the Hardee County Jail in an amount not to exceed $119,000.

8. PRESENTATIONS

A. Florida Fishing Trails Presentation:

Mr. Russell Schweiss, Mosaic Fertilizer, LLC, Senior Director of Land and Resource Management,

9. BUSINESS AGENDA - Quasi-Judicial Items:

No business agenda quasi-judicial items were presented.

10. BUSINESS AGENDA - Ordinances:

A. Ordinance 2025-01 – Creating Chapter 15 of the Hardee County Code of Ordinances "Fire Prevention and Protection":

DRAFT

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher,

Motion by Commissioner Chancy and second by Commissioner Wells that on 15 9.1 we do what the attorney suggested about striking the commercial inspection fees and then address it at budget time.

Motion failed 4 to 1.
Ayes – Chancey
Nays – Wells, Flores, Melendy, and Miller

Board discussion:

Motion by Commissioner Miller and second by Commissioner Flores to approve the final 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 and with the amendment of Section 15.9 under 15.9.1 to change the sentence requiring yearly just striking the word "yearly" 15.38 adding those inspections frequencies etc.

Chair Melendy called for public comment.

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

Chair Melendy recessed the meeting at 10:01 a.m.
Chair Melendy reconvened the meeting at 10:11 a.m.

11. BUSINESS AGENDA - Action Items:

A. Resolution 2025-29 - Certification of Statutory Dedication for Allen Road:

Project Coordinator & Right of Way Agent, Tara Holton,

Motion by Commissioner Flores and second by Commissioner Wells to approve Resolution 2025-29, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition of statutory dedication of Allen Road, as more particularly described herein, subject to the conditions set forth herein; providing for authorization, severability, and for an effective date.

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

B. Certificate of Compliance for Minor Subdivision *GNA Acres Subdivision*:

Community Development Director, Todd Miller,

Motion by Commissioner Wells and second by Commissioner Miller to approve the *GNA Acres* minor subdivision and authorize the Chair or County Manager to sign any necessary documents, in furtherance thereof.

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

C. Certificate of Compliance for Minor Subdivision *Vang Lee Yang Subdivision*:

Community Development Director, Todd Miller,

DRAFT

Motion by Commissioner Flores and second by Commissioner Wells to approve the *Vang Lee Yang* minor subdivision and authorize the Chair or County Manager to sign any necessary documents, in furtherance thereof.

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

D. Hazard Mitigation Grant Program Watershed Planning Program Grant for the Creation of a Stormwater Master Plan ($800,000):

General Services Director, Lorie Ayers,

Motion by Commissioner Flores and second by Commissioner Miller to ratify the submission and acceptance of the Hazard Mitigation Grant Program Watershed Planning Program Grant for creation of a Stormwater Master Plan in the amount of $800,000, authorizing matching funds in an amount not to exceed $200,000; 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.

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

E. Florida Commerce Florida Rural Infrastructure Fund Program Grant Application ($20,000):

General Services Director, Lorie Ayers,

Motion by Commissioner Miller and second by Commissioner Flores to ratify the submission and acceptance of the Florida Commerce Florida Rural Infrastructure Fund Program Grant for the Hardee County EOC Archeological Survey in the amount of $20,000; 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.

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

F. Florida Department of Agriculture and Consumer Services Mosquito Control Grant ($67,478.79 with matching funds not to exceed $9,437.13):

General Services Director, Lorie Ayers,

Motion by Commissioner Miller and second by Commissioner Flores to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services Mosquito Control Grant in the amount of $67,478.79, authorizing matching funds in an amount not to exceed $9,437.13; 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.

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

G. State of Florida, Division of Emergency Management HMGP (Hazard Mitigation Grant Program) Contract Number H7039 – Modification Number One for increase of $58,459.88 ($94,244.32 Total):

General Services Director, Lorie Ayers,

Motion by Commissioner Wells and second by Commissioner Miller to approve the submission and acceptance of Modification 1 of the HMGP Grant H7039 for the Hardee County Building Department generator, in the amount of $99,226; 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.

DRAFT

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

H. Capital Budget Amendments:

General Services Director, Lorie Ayers,

Motion by Commissioner Flores and second by Commissioner Wells to approve the Capital Budget Amendments as presented.

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

I. Building Department Generator Purchase and Installation Award to Mid-Florida Diesel ($99,226):

Capital Projects Manager, Bobby Keene,

Motion by Commissioner Miller and second by Commissioner Wells to award the purchase and installation of a 50KW generator for the Building Department to Mid-Florida Diesel, in an amount not to exceed $99,226; subject to approval by the County Attorney, and authorization for the County Manager or Chair to sign any documents, in furtherance thereof.

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

J. Pioneer Park Wastewater and Potable Water Improvements Professional Engineering Services - Craig A. Smith & Associates Continuing Contract Service Agreement Work Order Number 4 ($235,000):

Capital Projects Manager, Bobby Keene,

Motion by Commissioner Flores and second by Commissioner Miller to approve the Continuing Contract Service Agreement between the County and Craig A. Smith & Associates to include Work Order Number 4 for Pioneer Park Wastewater and Potable Water Improvements, 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.

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

K. Resolution 2025-36 - Award ITB 25-002 to SyberStone, LLC, for Wi-Fi Installation at Hardee Lakes Park and Pioneer Park ($151,784):

Capital Projects Manager, Bobby Keene,

Motion by Commissioner Wells and second by Commissioner Flores to approve Resolution 2025-36, a resolution of the Board of County Commissioners of Hardee County, approving the award of Invitation To Bid (ITB) number 25-002, for the installation of Wi-Fi infrastructure at Hardee Lakes and Pioneer Park; authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, SyberStone, LLC, in an estimated amount of $151,784; providing for authorization, and providing for an effective date.

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

L. Resolution 2025-33, Award ITB 25-001 to Ajax Paving Industries of Florida, LLC, for the County Road 663 Milling and Resurfacing Project ($5,412,203.80):

DRAFT

Assistant County Manager Simpron

Motion by Commissioner Flores and second by Commissioner Wells to approve Resolution 2025-33, a resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Invitation To Bid (ITB) Number 25-001, for the construction of County Road 663 from south of State Road 64 at Station 483+50.00 to north of DeSoto County Line at Station 87+40.00; and authorizing the County Manager or Chair to execute an agreement with the lowest responsive and responsible bidder, Ajax Paving Industries of Florida, LLC, in an estimated amount of $5,412,203.80, accepting Deductive Alternates 1 and 2; providing for authorization and providing for an effective date.

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

M. Resolution 2025-34 – Florida Department of Transportation (FDOT) County Road 663 Supplemental Funding Agreement G2L03 for Segment 1 (up to $1,727,731):

Assistant County Manager Simpron

Motion by Commissioner Miller and second by Commissioner Flores to approve Resolution 2025-34, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L03 Florida project identification number 445070-1-54-01 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for authorization, severability, and providing for an effective date.

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

N. Resolution 2025-35 – Florida Department of Transportation (FDOT) County Road 663 Supplemental Funding Agreement for Segment 3 (up to $2,970,397):

Assistant County Manager Simpron

Motion by Commissioner Wells and second by Commissioner Miller to approve Resolution 2025-35, 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 construction of County Road 663 with FPID # 445065-01-54-01 (Segment 3); providing for severability, and providing for an effective date.

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

O. Resolution 2025-37 – Florida Department of Transportation (FDOT) Transportation Off System Post Project Maintenance Agreement for Sidewalk Construction at West Main Street from Hanchey Road to West of Florida Avenue ($662,562):

Assistant County Manager Simpron

Motion by Commissioner Flores and second by Commissioner Wells to approve Resolution 2025-37, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of the Transportation Off System Post Project Maintenance Agreement with the Florida Department of Transportation for the construction of sidewalks at West Main Street from Hanchey Road to west of Florida Avenue; providing for authorization, severability, and providing for an effective date.

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

DRAFT

P. Florida Department of Transportation Fiscal Year 2026-2031 SCRAP (Small County Road Assistance Program)/SCOP (Small County Outreach Program) Funding Grant Application (Project Estimate of $3,293,207.35):

Assistant County Manager Simpron

Motion by Commissioner Wells and second by Commissioner Flores to approve the submission of the Florida Department of Transportation SCRAP/SCOP Grant Application for Pool Road (south of County Road 664 to east of County Road 664), in the amount of $3,293,207.35; 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.

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

Q. Florida Department of Transportation (FDOT) Fiscal Year 2026-2031 SCOP (Small County Outreach Program) Funding Grant Application for East-West Ten Mile Grade ($3,371,176.07):

Assistant County Manager Simpron

Motion Commissioner Flores and second by Commissioner Wells to approve the submission of the Florida Department of Transportation SCOP funding for East-West Ten Mile Grade (from 0.30 miles east of Bridge #064120 to Marguerete Road at the Highlands County Line), in the amount of $3,371,176.07; 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.

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

R. Gateway Entry Signs:

Parks, Recreation & Marketing Manager, Lacey Webb,

12. APPOINTMENTS

A. Tourist Development Council (TDC) Board Appointment:

County Manager Atchley

Motion by Commissioner Wells and second by Commissioner Flores to appoint Kaylee Webb to the Tourist Development Council.

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

13. COUNTY MANAGER NON-CONSENT

No county manager non-consent items were presented.

14. COUNTY ATTORNEY

A. February 2025 County Attorney Report:

County Attorney Johnston

Motion by Commissioner Miller and second by Commissioner Flores to accept Gray Robinson as our representation for phosphate mining related issues as suggested by the county attorney.

County Attorney Johnston requested the motion include authorization for her to execute the agreement.

DRAFT

Commissioner Miller confirmed his motion included that authorization to execute the agreement.

Chair Melendy called for public comment. None given.

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

15. OTHER BUSINESS

No other business was presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Flores

Commissioner Wells

Commissioner Miller

Chair Melendy

Commissioner Flores

Commissioner Chancey

Commissioner Miller

17. REMINDERS

Chair Melendy reviewed the following reminders:

- February 25, 2025 - Mosaic Guided Tour
- February 27, 2025 - BOCC Special Workshop at 1:30 p.m.
- March 6, 2025 - BOCC Workshop at 8:30 a.m.
- March 19-20, 2025 - Rural Counties Day in Tallahassee
- March 27, 2025 - BOCC Meeting at 8:30 a.m.

18. ADJOURNMENT

With no further business, the meeting was adjourned at 12:39 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

DRAFT

X

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

DRAFT

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Hardee County\
PROJECT #:	4486-037-R
PROJECT TITLE:	Hardee County, Building Department Facility, Generator
CONTRACT #:	H0987
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Guadalupe Flores Permitting Specialist 401 West Main Street Wauchula, Florida 33873

Enclosed is your copy of the proposed contract/modification between **Hardee County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 391-8406 or email me at Lillian.Whitcomb@em.myflorida.com.

Contract Number: H0987

Project Number: 4486-037-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND HARDEE COUNTY

This Modification Number One is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Hardee County ("the Sub-Recipient") to modify Contract Number: H0987, dated July 13, 2023 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $35,784.44, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Budget and Scope of Work by increasing the Federal funding by $58,459.88 under the Agreement.

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

1. The Agreement is amended to increase the Federal Funding by $58,459.88, for the maximum amount payable under the Agreement to $94,244.32, (Ninety-Four Thousand, Two Hundred Forty-Four Dollars and Thirty-Two Cents).

2. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

3. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

4. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

5. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

6. Attachment L – Florida Accountability Contract Tracking System (FACTS) Requirements for Non-Profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and returned to the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: HARDEE COUNTY

By: Terry Atchley

Name and Title: Terry Atchley, County Manager

Date: 4/17/25

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: ~~Kevin Guthrie, Director~~

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the Building Department Facility in Wauchula, Hardee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-037-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

The Sub-Recipient, Hardee County, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide backup power to the Building Department Facility located at 401 West Main Street, Wauchula, Florida 33873.

The HMGP project shall provide protection by purchasing and installing a diesel generator with a capacity of 50 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The scope of work includes the installation of a concrete pad and an Automatic Transfer Switch (ATS). This government critical facility houses the Building Department, Code Enforcement, Planning & Development, as well as the Information Technology, and Geographic Information Systems Departments. Installing the generator shall allow the County to maintain the building operational during future power outages, assisting the County's post disaster response.

The generator, and automatic transfer switch shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Station	Location	kW	Coordinates
1)	Building Department Facility	401 West Main Street, Wauchula, Florida 33873.	50	(27.546563, -81.815157)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the procurement and installation of all products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

   a) Copy of permit(s), notice of commencement.

   b) Local Building Official Inspection Report and Final Approval.

   c) A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

   d) Signed and Sealed copy of the As-built plans, as applicable.

   e) Certified Letter of Completion, as applicable:

      1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.

      2. Certifying Compliance with all applicable codes.

f) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

g) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as

payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the Building Department Facility, Wauchula, Florida 33873, by installing a permanent generator with a capacity of 50 kW, or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility.

The generator, and automatic transfer switch shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.

4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.

5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.

8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.

3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.

8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

   a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

   b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

   c) SRMC cannot exceed 5% of the total project costs awarded.

   d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

   e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

   f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-037-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on March 24, 2023; this Agreement was executed on July 13, 2023, and the Period of Performance for this project shall end on **January 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	13	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**34**	**Months**

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$50,426.00	$45,383.40	$5,042.60
Labor:	$47,800.00	$43,020.00	$4,780.00
Fees:	$1,000.00	$900.00	$100.00
Initial Agreement Amount:	**$99,226.00**	**$89,303.40**	**$9,922.60**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$99,226.00**	**$89,303.40**	**$9,922.60**
****SRMC**			
SRMC:	$4,940.92	$4,940.92	
SRMC Total:	**$4,940.92**	**$4,940.92**	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of **$0.00**.*

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $4,940.92 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$89,303.40	(90.00%)
Non-Federal Share:	$9,922.60	(10.00%)
Total Project Cost:	**$99,226.00**	**(100.00%)**
SRMC (100% Federal)	$4,940.92	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "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.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☑

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	Terry Atchley
Signature:	Terry Atchley
Title:	County Manager
Date:	4/22/2025

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the agreement between Hardee County and Life Extension Clinics, Inc. dba. LifeScan Wellness Centers for annual National Fire Protection Association (NFPA) 1582 physicals in substantially the attached form; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
SUGGESTED ACTION:	

ATTACHMENTS:
LifeScan Memo.pdf
HealthcareProvidersGuide-FINAL_7-29reduced.pdf
Life Scans Firefighter Brochure 2020.pdf
LifeExtension Piggyback AGREEMENT 4-2025 signed.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCY
DISTRICT 3

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: Douglas G. Baber, Assistant County Manager
From: Casey Dasher, Public Safety Director
Subject: Annual NFPA 1582 Physicals
Date: April 22, 2025

Subject: Recommendation for Lifescan Wellness Centers for Annual NFPA 1582 Physicals

Fire Rescue Administration recommends the utilization of Lifescan Wellness Centers for the annual National Fire Protection Association (NFPA) 1582 physicals for all fire department personnel, per the Collective Bargaining Agreement.

NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments, is critical for ensuring the health and safety of our firefighters and maintaining operational readiness. These annual physicals are essential for identifying potential health issues early, ensuring our personnel are fit for duty, and reducing the risk of on-the-job injuries.

Lifescan Wellness Centers has demonstrated several key advantages for our needs:

- Comprehensive NFPA 1582 Compliance: Lifescan has a thorough understanding of the NFPA 1582 standard and provide evaluations that meet and exceed these requirements. Their protocols are specifically designed for the unique occupational demands faced by firefighters.
- Experienced Medical Professionals: Lifescan employs board-certified physicians and other healthcare professionals with expertise in occupational medicine and the specific health concerns of first responders.
- Efficient and Streamlined Process: Their scheduling system is efficient, minimizing disruption to our operational schedules. They also offer timely reporting of results, which is crucial for our administrative and medical oversight.
- Accessibility and Location: Lifescan has multiple locations within reasonable proximity to our fire stations, which will reduce travel time and logistical challenges for our personnel.
- Competitive Pricing: While quality is our primary concern, Lifescan's proposed pricing structure is competitive and offers good value for the comprehensive services they provide.

Provider's Guide to
FIREFIGHTER MEDICAL EVALUATIONS

Firefighting is a uniquely stressful and dangerous job that requires working in unpredictable and often toxic environments. Due to the demands, firefighters are at increased risk for job-related **CANCER, MENTAL HEALTH CONCERNS,** and **CARDIOVASCULAR EVENTS**.

While the USPSTF recommendations should be used as a baseline, they are designed for the general population and not an occupational group with increased risk. Providers should be aware of the unique exposures and consider this in conjunction with personal and family risk factors when weighing timing and frequency of screenings.

CARDIOVASCULAR DISEASE (CVD)

Sudden cardiac events account for ~50% of acute duty-related death among firefighters primarily by myocardial infarction or cardiac arrest.[1]

Consider thoroughly screening and aggressively treating CVD risk factors. An ASCVD risk score can help identify firefighters who may need to initiate treatment for hypertension or dyslipidemia.

Expert Panel Recommendation: Based on risk factors, evaluate firefighters for coronary heart disease (CHD) and structural heart changes, specifically consider:[2]

Coronary Artery Calcium (CAC) Scan at age 40 yrs., or earlier based on clinical judgment and risk profile

Screening for structural heart disease including left ventricular hypertrophy, cardiac chamber enlargement, valvular abnormalities, or diastolic/systolic dysfunction using screening echocardiography in the presence of hypertension, obesity, Metabolic Syndrome or sleep apnea

A large-scale autopsy review found approximately 80% of firefighters who suffered a sudden cardiac event had evidence of both coronary heart disease (>50% occlusion) and a structurally enlarged heart. Only about 20% of autopsies had evidence of an intracoronary thrombus, suggesting ischemic heart disease and resultant complications may be responsible for a large percentage of cardiac line of duty deaths.[3]

FIREFIGHTERS AS TACTICAL ATHLETES

Cardiovascular
Extreme physical work, >70 lb of gear, strain on cardiovascular system

Hematological
Dehydration (decreased plasma volume), hemoconcentration

Thermoregulatory
Elevated core temperature, dehydration, heat stress

Respiratory
Increased breathing rate and oxygen consumption

Metabolic
Oxygen cost (extreme physical work), increased lactate, fatigue

Immune/Endocrine
Increased leukocytes and hormones

Nervous
Sympathetic surge, increased adrenaline

Muscular
Increased oxygen use and heat production

Psychological
Repeated exposures to trauma, sleep disruption, increased mental and behavioral health concerns



Click here bit.ly/3yX8lfA or Scan the QR code for Screening Tools, Resources & More

CANCER

Firefighters have been found to be diagnosed with cancer at earlier ages than the general population.[4-8]

While firefighters do wear PPE, their gear does not protect them from all carcinogenic exposures on the fire ground and modern fires burn hotter and dirtier than ever before.[10]

While studies are evolving to empirically validate screenings beyond those of the USPSTF for firefighters, experts working with this population strongly suggest considering:

Discussing pros and cons of tracking PSA annually starting at age 40

Colorectal cancer screening beginning at age 40

Cervical cancer screening every 1-3 years based on risk factors

Annual mammograms beginning at age 40

Annual testicular exam and instruction for self-examination

Annual head-to-toe skin examination and appropriate dermatology follow-up

Urinalysis annually for microscopic hematuria

CANCERS found to be increased among Firefighters

Brain[4,6,7]	Colon[8,9]	Bladder[5,8,9]
Non-Hodgkin's Lymphoma[4,8,9]	Cervical[9]	Mesothelioma[4,8,9]
Leukemia[7]	Prostate[4,6-9]	Rectum[4,5,8]
Breast[10]	Testicular[4,6,8,9]	Intestines[5]
Melanoma[6-9]	Stomach[4]	Lung[5]
Kidney[5,7]	Thyroid[6,8]	Esophagus[5,7]

Multiple Myeloma[4,7]

CARCINOGENS found in smoke

Carbon Monoxide, Hydrogen Cyanide, Hydrogen Chloride, Asbestos, Sulfur Dioxide, Formaldehyde, PCB, Benzene, PAH, Chloroform, Styrene

BEHAVIORAL HEALTH

Firefighters have high rates of depression, post-traumatic stress, acute stress reactions, anxiety, high rates of suicidal ideation and report frequent binge drinking.[12-18]

Consider screening for behavioral health issues, suicidal thoughts, and substance use/abuse such as binge drinking.

SLEEP DISORDERS

Firefighters are at high risk for sleep disorders (e.g. sleep apnea, insomnia, shift-work disorder, and restless leg syndrome).[13,19]

Based on the substantially high rate of sleep disorders, experts in firefighter health recommend aggressive screening and treatment for sleep disorders.

LUNG DISEASE

Firefighters are often exposed to products of combustion that may lead to acute respiratory issues (i.e.: hypoxemia, bronchoconstriction).[20] Repeated exposure may cause chronic pulmonary disease and abnormal lung function.[21,22]

Based on risk factors, experts in firefighter health recommend considering:

Baseline Chest X-Ray and repeat imaging as clinically indicated

Low dose CT for screening of lung cancer in high-risk individuals

Regular spirometry to include FEV1, FVC, and the absolute FEV1/FVC ratio if clinically indicated

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FIRST RESPONDER Center for Excellence

Click here bit.ly/3yX8lfA or Scan the QR code for Screening Tools, Resources & More

Life Scan Wellness Centers

Saving the Lives of America's Heroes



Chief Ian Womack *(left)*
St. Pete Fire Rescue
Thyroid Cancer



Matt Corso
Spring Fire Department, TX
Rare Stage 2 Testicular Cancer



Chief Shelby Willis
Deputy Chief Ogden Fire Department
Largo Fire Rescue, Fire Chief (Ret.)
Thyroid Cancer



Curtis McClendon
Largo Fire Rescue
Kidney Cancer



Paul Marzella
Cape Coral Fire Department
Aortic Root Aneurysm



John Trese
Largo Fire Rescue
Prostate Cancer



Jeff Bergamo
City of South Pasadena
Fire Department
Testicular Cancer



Steve Wagner
East Lake Fire Rescue
Testicular Cancer



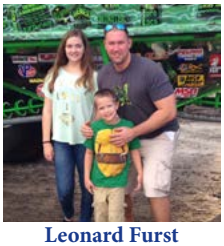
Kelly Hallman
Hillsborough County Fire Rescue
Thyroid Cancer



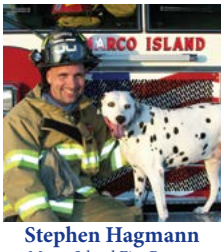
Ast. Chief Kenny Parker
Katy Fire Department
Testicular Cancer



Chris Thompson
Broward Sheriff's Fire Rescue
Rare Thyroid Cancer



Leonard Furst
Cedar Hammock Fire Rescue
Thyroid Cancer



Stephen Hagmann
Marco Island Fire Rescue
Kidney Cancer



Fire Chief Mark Sealy
Mobile Fire Rescue
Kidney Cancer



Jason Happe
Palm Harbor Fire Rescue
Aortic Root Aneurysm



Tony Upchurch
Albemarle Fire Department
Thyroid Cancer



Julius Halas
Florida Fire Marshal
Blood Cancer



Troy O'nan
Hillsborough County Fire Rescue
Aortic Root Aneurysm



Chief Gerry Pingitore, Ret.
Ottawa Fire Department
Ascending Aortic Aneurysm











Life Scan would like to extend a special thank you to those heroes who risk their lives to protect ours

What is Life Scan Wellness Centers?

LIFE SCAN
Wellness Centers

The Life Scan Wellness Centers program focuses on early detection and prevention for public safety officers. All services provided by Life Scan are carefully selected to maintain uniformed personnel's overall health status including physical and mental capabilities. The selection of services is based on the National Fire Protection Agency (NFPA) and the Fire Service Joint Labor Management Wellness-Fitness Initiative (WFI); these are the governing organizations that establish the health and wellness guidelines to which public safety officers comply. The Life Scan program described in this book is up to date with the current NFPA 1582 and 1583 editions as well as the WFI 4th edition. To assure an effective wellness program, all Life Scan specialists thoroughly understand the essential job tasks of uniformed personnel and the program is tailored to meet the specific needs of this population.

Life Scan's vision of a strategic plan of health and wellness for your employees is exciting and should become a benchmark for the future of healthcare for employers as we embark on a new healthcare system for our country. Life Scan's background in the area of professional medical services and prevention-based health, wellness, and fitness programs spans over fifteen successful years in development and implementation of programs for state municipalities and counties to fit their specific needs. Life Scan's unique formula generates a healthier and more productive work force resulting in reduced absenteeism, better interventional care, and substantial healthcare cost savings to the employer with the potential to save the lives of America's heroes.

NFPA®

WFI

For more information, visit the NFPA website at www.nfpa.org

WE PROTECT THOSE WHO PROTECT US.

Exclusively designed to meet the unique needs of public safety officers, Life Scan offers an annual occupational health, wellness, and fitness evaluation that focuses on early detection and prevention. We will assist your department in complying with OSHA and state guidelines as well as NFPA medical standards; meeting your health and wellness initiatives and going beyond.

WE TACKLE THE BIG ISSUES: CANCER,HEART DISEASE AND BEHAVIORAL HEALTH

Cancer is on everyone's radar .... early detection saves lives. It's a fact: And firefighter risk and rates of cancer is a national crisis. The bottom line is that a standard physical cannot find cancer until it is too late. And with firefighters the cause of cancer is so often from exposure and the resulting cancer is often extremely aggressive and spreads quickly.

Cardiovascular Disease is still the leading cause of firefighter deaths today and now claims its victims younger and younger every year. Enlarged hearts as well as aortic valve damage are best measured by ultrasound and not identified by just listening with a stethoscope.

Behavioral Health: First responders are exposed to scenes and situations that are beyond comprehension. Life Scan incorporated a behavioral health/trauma screening into our physical exam.

- Heart Disease
- Cancer
- Aneurysms
- Stroke
- Diabetes
- and more

NFPA and OSHA Compliant

The Life Scan public safety physical is an integrated medical approach to occupational exams that combines NFPA 1582 physicals, NFPA 1583/Wellness Fitness Initiative fitness evaluations, and OSHA 1910.134 Respirator Medical Clearance and Mask Fit Testing with advanced medical assessments for the early detection of the major diseases such as heart disease, stroke, cancer, diabetes, and aneurysms before they reach a catastrophic level. It provides your employees with a thorough assessment of their health as well as recommendations for achieving and maintaining long term health and managing medical risks.



"The people at LIFE SCAN are highly recommended. My cancer was detected so early that n

"**Thank You** to the members and staff of LIFE SCAN. Not only did you save my l

Improved Fitness

Life Scan's WFI - Compliant Firefighter Fitness Analysis ensures firefighters are in top physical condition for better on the job performance and overall wellbeing. Our integrated fitness initiative includes diet and nutritional analysis, a state-of-the-art fitness evaluation, and a personalized wellness plan to create an ongoing customized fitness plan for each individual officer and firefighter.

Cost Containments

Life Scan offers on-site, same day examinations that reduce absences and allow firefighters to remain on duty while receiving their evaluations. Our successful early detection rates reduce health care costs and workers compensation costs because many health issues are identified before they reach catastrophic levels.

"...y blood work was still normal and I felt really good with no signs or symptoms at all."

"...ife but you save the lives of firefighters and police officers every day!"



Steve Hagman, Driver/Engineer
Marco Island Fire Rescue

LIFE SCAN WELLNESS PROGRAM

For Fire Rescue and Police Departments

Comprehensive Firefighter Physical(NFPA 1582 compliant)

- Hands -on Physical Exam
- Medical &Occupational/Environmental History Questionnaire
- Back Health Assessment
- Breast Exam
- Vision Exam (Titmus) Ishihara, color, binocular, and depth perception
- Audiology
- Skin Cancer Assessment
- Personal Consultation with review of testing results

Behavioral Health Assessments

- Behavioral Health Resource Toolkit
- National Recognized Board of Behavioral Health Experts
- Evidenced-Based Assessment and Screenings
- Sleep Disturbance and Mental Health Questionnaires

Blood Analysis and Laboratory Tests

- Colon Cancer Screening (Hemoccult Test)
- Urinalysis Dip
- Lipid Panel (Cholesterol, Ratio, and Blood Glucose)
- Diabetes Tests (Hemoglobin A1C and Glucose)
- Comprehensive Metabolic Panel) Renal and Liver Functions)
- Thyroid Panel
- PSA (men)
- CA-125 (women)

Cancer, Heart, Vascular, and Disease Screenings

- Echocardiogram (Heart Ultrasound)
- Aorta and Aortic Valve Ultrasounds
- Carotid Arteries Ultrasound with CIMT Calculation
- Thyroid Ultrasound
- Liver, Gall Bladder, Spleen, & Kidney Ultrasounds
- Bladder Ultrasound
- Pelvic Ultrasounds for Women (Ovaries and Uterus)
- Prostate and Testicular Ultrasounds for Men

Cardiopulmonary Assessment

- Resting EKG
- Cardiac Treadmill Stress Test with EKG (Bruce Protocol)
- Pulmonary Function Test (Spirometry)

Fitness Evaluation (NFPA 1583-WFI Guidelines)

- Muscular Strength and Endurance Evaluation
- Aerobic Endurance Evaluation (VO2 Max Calc)
- Flexibility (Sit and Reach)
- Nutrition and Diet Recommendations
- Personal Fitness Recommendations and Exercise Prescription
- Body Weight and Composition (Body fat, Calipers)

Medical Clearances

- OSHA Respirator Medical Clearances
- Firefighter Medical Clearances NFPA 1582



Physical Examination

The Life Scan Mid-Level Practitioner is responsible for providing an annual comprehensive medical assessment for uniformed personnel. The medical examination provides invaluable health status assessments of both the individual and department wide. The



medical evaluation is intended to identify whether an individual is physically and mentally able to perform essential job duties without undue risk of harm to self or others, monitor acute and long-term effects of the working environment of uniformed personnel, detect patterns of disease in the workforce that might indicate underlying work-related health concerns, provide quantifiable medical information on the entire workplace, and inform uniformed personnel of their occupational hazards and health status. This medical evaluation complies with federal, state, provincial and local health and safety requirements. The Mid-Level Practitioner has a thorough understanding of the public service officer positions including essential job tasks, physical demands, psychosocial stressors, various environmental exposures and the effects of medical conditions on essential job tasks. The following outlines the medical evaluation provided by the Mid-Level Practitioner:

Health History Questionnaire

A medical history questionnaire is completed by each patient prior to the physical examination. This questionnaire is essential for establishing a medical baseline and annual questionnaires provide follow-up information to aid in identifying changes in health status.

Vital Signs

The Mid-Level Practitioner, in addition to the other specialists at Life Scan Wellness Centers, checks each patient's most basic body functions including:

- **Body Temperature**- measured orally
- **Pulse Rate-** measured and recorded by the Clinical Exercise Specialist through the use of an electrocardiogram (EKG) and measured manually by the Mid-Level Practitioner
- **Blood Pressure-** measured and recorded by the Clinical Exercise Specialist both at rest and during the (EKG) stress test.
- **Respiratory Rate-** manually assessed

Head, Eyes, Ears, Nose and Throat (HEENT) Exam

The hands-on physical examination includes the assessment of the head, eyes, ears, nose and throat (HEENT) with the inclusion of occupational hearing and vision examinations. The HEENT includes a thorough evaluation of:

- **Head**- searching for shape abnormalities or evidence of previous trauma that may interfere with the use of SCBA or other Personal Protective Equipment (PPE).
- **Eyes**- searching for inadequate eye function or diseases that can potentially impair essential job tasks such as driving capabilities as well as the ability to accurately read placards and street signs. The eye exam consists of tests for visual acuity, pupil function, and extra ocular muscle motility as well as external examination of the eyes.
- **Ears**- the physical assessment of the ears includes an evaluation of the auditory canal and tympanic membrane. Public safety officers should have adequate hearing in order to hear and understand the spoken voice under conditions of high background noise, or hear, recognize and directionally locate cries or audible alarms.
- **Nose**- inspected for deformities or diseases which could potentially affect the ability to properly secure facial personal protective equipment (PPE) or to detect harmful toxins and chemical fumes
- **Mouth/Throat**- evaluation of the oropharyngeal cavity, gums, teeth/dental structures, palate, tongue, tonsils and posterior pharyngeal wall is conducted to detect pre-cancerous changes due to environmental exposure
- **Neck**- evaluation of major vessels, lymph nodes, salivary and thyroid glands, physiologic functioning (e.g., swallowing, saliva production), and an assessment for abnormal masses, gland enlargement, or suspicious skin lesions. Range of motion of the cervical spine is also assessed and noted. Any neck or throat abnormalities can impair the safety and performance of one or more of the essential job tasks.

Occupational Vision and Hearing

The assessment of vision includes evaluation of distance, near, peripheral, and color vision; more in depth, the visual evaluation comprises: visual acuity screening for both far vision acuity and near vision acuity with the eyes tested separately, vision testing to determine both uncorrected and corrected visual acuity, color vision testing using color plates, and a peripheral vision evaluation. This screening is used to detect presbyopia, or near visual loss, which is common in adults and escalates in prevalence with increasing age. Other common visual disorders that may be identified are cataracts, macular degeneration, glaucoma, and diabetic retinopathy.

A hearing examination, which is done in accordance with 29 CFR 1910.95, “Occupational Noise Exposure,” is conducted at the following frequencies: 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz and 8000 Hz. The testing is done in an ANSI-approved soundproof booth with pure tones presented at various intensities until a threshold is established. This test is important for uniformed personnel because by nature of their occupation, they are at an increased risk for noise-induced hearing impairment at an earlier age.

Cardiovascular and Pulmonary Function

The Mid-Level Practitioner manually evaluates cardiovascular and pulmonary function in addition to the electrocardiogram (EKG) and echocardiogram provided by the other Life Scan specialists. This portion of the examination includes auscultation of the heart (identifying heart sounds, extra sounds, clicks and murmurs) and major arteries. Inquiring about changes in a patient's aerobic capacity as well as identifying and explaining modifiable and non-modifiable cardiac risk factors is part of this portion of the examination as it could indicate pulmonary or cardiac disease. The respiratory exam includes an inspection for respiratory rate and effort, presence of coughing, sneezing or other signs indicative of respiratory diseases, and auscultation for breath sounds and any abnormal sounds. Spirometry is an effective screening and surveillance exam for pulmonary disease and is included as part of Life Scan's examining process; however, this screening is conducted by the Exercise Physiologist who further discusses the results (See page 9). Additionally, OSHA Respiratory Clearance is provided to any departments that require it.

Gastrointestinal Examination

The gastrointestinal exam includes inspection, palpation, percussion and auscultation. Generally, the right upper quadrant is palpated for evidence of liver, colon or gall bladder disease; the left upper quadrant is palpated for spleen or colon pathology; palpating the right and left lower quadrants is helpful for evaluation of colon disease. This exam aids in the detection of masses such as tumors, hernias or lymph node enlargement.

Genitourinary Examination

The genitourinary examination for men includes testicular, penis and inguinal hernia evaluations. This part of the examination allows the Mid-Level Practitioner the opportunity to discuss testicular and prostate cancer screenings as well as techniques for self-examination of the testicles. This exam may be deferred if the patient prefers to obtain these exams from his own primary care physician. The genitourinary examination for women includes a clinical breast exam and an evaluation of the gynecologic Pap smear and mammography. This part of the examination allows the Mid-Level Practitioner to discuss breast and cervical cancer screenings and techniques for self-examinations of the breasts. This exam may be deferred if the patient prefers to obtain these exams from her own primary care physician.

The rectal screening scans for rectal masses and mucosal abnormalities such as hemorrhoids, anal fissures, and cancerous lesions; it also detects prostate abnormalities in men. These assessments are critical to safely performing a majority of the essential job tasks such as crawling, lifting and carrying heavy objects, wearing protective gear, and operating from heights or uneven surfaces.

Neurological Evaluation

The neurological examination for uniformed personnel includes a general assessment of mental status, cranial nerve function, cerebellar function/coordination, motor system, sensory system, balance and gait, and the reflexes. Significant neurological abnormalities can greatly affect a public service officer's ability to perform the essential job duties. This population's exposure to heat, stress, activity and variable shift work have the capacity of taking a toll on the neurological system.

Behavioral Health Evaluation

First responders are exposed to scenes and situations that are beyond the comprehension and coping capabilities of the average person; they see, hear, and smell what no human being should ever have to experience. Life Scan incorporated behavioral health/ trauma screening into our physical exam.

Consultation with Review of Results and a Personalized Health Plan

Upon completion of the physical examination the Mid-Level Practitioner reviews the results obtained by all the Life Scan specialists, the patient's lab work (completed prior to the patient's visit to Life Scan), and the results of any other scans or tests (e.g., MRI's, chest/lumbar x-rays, mammograms and CTA of heart). In reviewing the results, the examiner takes the time to focus on patient education and the incorporation of a personalized health and wellness plan. This health and wellness plan includes an exercise prescription as well as diet and nutritional recommendations; these recommendations are based on the patient's laboratory analysis and the findings and recommendations from the Clinical Exercise Physiologist. The Mid-Level Practitioner also refers patients to appropriate interdisciplinary health practitioners for follow up care (e.g., cardiology, endocrinology, primary care physician, etc.) in the event of significant abnormal findings. The Mid-Level Practitioner works closely with the Ultrasound Technician and Clinical Exercise Specialist to provide detailed and beneficial recommendations that are tailored to each patient's specific needs based on the results of all examinations conducted by each specialist.

Hemoccult Test

This test is used to detect the presence of fecal occult blood (FOB), which is blood in the feces that cannot be seen through the collection of a small sample of the patient's stool. This test is most often used to help detect colorectal cancer; however, other positive results may include: gastroesophageal cancer, GI bleeds, diverticulae, hemorrhoids, anal fissures, colon polyps, ulcerative colitis, Crohn's disease, celiac disease, GERD, esophagitis, peptic ulcers, gastritis, inflammatory bowel disease, vascular ectasias, portal hypertensive gastropathy, aortoenteric fistulas, hemobilia, endometriosis, and trauma. This simple test is necessary for public service officers because research has shown that firefighters have a 21% increased risk of developing colorectal cancer.

Lymph Node Inspection

The Mid-Level Practitioner palpates and inspects various areas of the body to detect abnormalities. An examination of the lymph nodes for enlargement, tenderness, and mobility in the cervical (neck), supraclavicular (above the clavicle), inguinal (groin) and the axillary (upper limb and breasts) regions is conducted.

Musculoskeletal Evaluation

In the musculoskeletal exam, the Mid-Level Practitioner inspects and palpates for structural asymmetries, active range of motion of all major joints, the sensation of pain with any of the above and a complete joint specific examination. Limitations or abnormalities are noteworthy in order to provide timely provision of physical therapy and to record those injuries that may be relevant to future worker's compensation, pension or disability claims.

Skin Cancer Screening

The examiner inspects the skin for color, vascularity, lesions, and edema. Examination of the skin for moles or other suspicious lesions is critical because these sites could be cancerous; in fact, firefighters face approximately a 39% increased risk for skin cancer. The examiner closely inspects areas of the skin that are often overlooked, such as between the fingers and toes, because these sites are where dangerous carcinogens like melanoma can be found. Inspection of the skin may also aid in determining if an individual is at increased risk for burn damage and infection.

Ultrasound Studies

The ultrasound technician conducts a thorough evaluation of each patient's internal organs and provides the patient with copies of still images (sonograms) that may be passed on to the patient's primary physician for further evaluation and/or diagnostic purposes. Ultrasound scanning is a noninvasive, safe and painless method that uses sound waves to create real time images of the inside of the body. Performing ultrasound scans and searching for abnormalities in the major internal organs assures that the public service officers can adequately perform essential job tasks with as little risk as possible. It also aids to track the yearly effects of the environmental exposure the job entails such as exposure to toxic fumes, irritants, particulates, biological and nonbiological hazards, and/or heated gases. The following provides a comprehensive list and description of each scan conducted by the ultrasound technician at Life Scan Wellness Centers:

Echocardiogram Heart Scan

An echocardiogram is a test that uses sound waves to create a moving picture of the heart. The echoes of the sound waves are picked up by transducers and transmitted as electrical impulses, thus converting these impulses into moving pictures of the heart. This noninvasive scan allows the technician to see the heart beating as well as the heart valves and chambers of the heart. The echocardiogram allows physicians to diagnose, evaluate and monitor: abnormal heart valves, atrial fibrillation (a fast and irregular heart rhythm), congenital heart disease, damage to the heart muscle, heart murmurs, pericarditis (infection in the sac around the heart), infectious endocarditis (infection on or around the heart valves), pulmonary hypertension (abnormally high blood pressure in the arteries of the lungs), the pumping function of the heart (especially for those with heart failure), and the source(s) of blood clots. Ultimately, an echocardiogram heart scan can detect abnormalities ranging from those that are very minor and do not pose serious risks to those that indicate signs of severe heart disease requiring further evaluation by a cardiologist.

Carotid Artery Scan

The carotid artery duplex scan assesses the blood flow of the arteries that supply blood from the heart through the neck to the brain. This noninvasive procedure uses two modes of ultrasound (Doppler and B-mode) to obtain both an image of the carotid arteries as well as an evaluation of the velocity and direction of blood flow in the vessel. This particular scan is used to assess blockage or narrowing of the carotid arteries of the neck and/or branches of the carotid artery caused by plaque, blood clots or other substances in the blood stream. Blockages detected by this scan may serve as an early warning sign of a possible stroke. This scan may also aid in evaluating previously performed procedures to restore blood flow to the area (i.e., angioplasty or bypass surgery), locating a hematoma (a collection of clotted blood that may slow and eventually stop blood flow) and detecting dissection of the carotid artery that may lead to obstruction of blood flow or weakening of the wall of the artery.

Aortic Aneurysm Scan

An abdominal aortic aneurysm (AAA) is the 13th leading cause of death in the United States. The lethality of a ruptured AAA is devastating; the mortality rate after rupture approaches 90%. Therefore, it is essential to perform this preventative exam or to recognize AAA promptly. Abdominal palpation correctly diagnoses AAA only 68% of the time; whereas ultrasound is an ideal method for detecting AAA's due to its near 100% accuracy.

An AAA occurs when a bulging, weakened area develops in the side of the aorta. The aorta is the body's major artery and is crucial in delivering oxygen and nutrients to all parts of the body. Abdominal aortic aneurysms, if left untreated, can grow and may rupture or tear, which may cause life-threatening internal bleeding. The aortic aneurysm scan analyzes the circumference of the aorta; an AAA is diagnosed when the diameter exceeds 3.0 cm.

Liver, Pancreas, Gall Bladder, Kidneys and Spleen (Abdominal Organ Scan)

An ultrasound of the upper abdomen consists of examining the liver, pancreas, gall bladder, kidneys and spleen; this examination requires that the patient fasts for approximately six hours before the scan. An abdominal organ scan can detect various abnormalities including but not limited to hernias, tumors and cancer, ascites (excess fluid in the space between the tissues lining the abdomen and abdominal organs), abdominal organ swelling and stones in the gall bladder or kidney. It can also aid in determining the cause of various symptoms including abdominal pain and swelling, kidney infections, fevers as well as the cause of abnormal blood tests such as liver function tests or kidney tests.

Ovaries/Uterus Scan (Female Only)

For women, a pelvic ultrasound uses sound waves to make a picture of the organs and structures in the lower belly, specifically the ovaries and uterus. This specific exam looks at the size and shape of the uterus and ovaries as well as the thickness of the uterine lining. The procedure may ultimately detect lumps, cysts, uterine fibroids or pelvic inflammatory disease and can determine the cause of vaginal bleeding and/or pelvic pain.

A normal pelvic ultrasound for women is defined by the ovaries, cervix and uterus being normal in shape, size and location as well as being absent of growths, tumors, fluid or other problems. Small cysts in the ovaries may be normal in certain women. An abnormal pelvic ultrasound is present in women who present with the following conditions: a large or abnormally shaped uterus, the presence of cysts or tumors, a thicker than normal endometrial stripe (lining of the uterus) which may indicate an increased risk for endometrial cancer, an abnormal amount of fluid in the pelvis, or the presence of pelvis inflammatory disease or abscesses.

Testicular/Prostate Scan (Male Only)

For men, a pelvic ultrasound uses sound waves to look at the seminal vesicles and the prostate gland, check for prostate cancer, and determine if urinary problems are caused by an enlarged prostate. A normal pelvic ultrasound in men is one which the prostate gland and seminal vesicles are normal in size and shape and no growths, tumors or other problems are present. One of the most common abnormal findings in this exam is an enlarged prostate gland (also known as benign prostatic hypertrophy). Other findings that result in an abnormal testicular/prostate scan include an abscess, tumor or abnormal amount of fluid in the pelvis. According to a study by the University of Cincinnati, firefighters face a 102% increased risk of developing testicular cancer and 28% increased risk of prostate cancer, emphasizing the importance of this screening.

Bladder Scan

The bladder scan portion of the abdominal ultrasound scan is conducted on both men and women to determine whether the bladder empties completely during urination by viewing the bladder both before and after urination and to find the cause of urinary problems or urine in the blood. For the test it is required that the bladder is full to obtain the best results; therefore, patients are advised to drink 4-6 glasses of water within the hour of the scan.

A normal bladder scan will show a bladder that is an appropriate size and shape with no stones or abnormal growths. The scan should confirm that the bladder empties completely before and after urination and that urine flows normally from the ureters into the bladder. If the bladder has an abnormal shape or thick wall, a growth or stone is seen within, or the bladder does not completely empty after urination then further evaluation may be suggested.

Thyroid Scan

A thyroid ultrasound is an imaging method used to see the thyroid, a gland in the neck that regulates metabolism. This scan checks the thyroid for normal size, shape and position; the ultrasound can determine the difference between a sac containing fluid (cyst) and abnormal tissue that may or may not be cancerous (tumor). Abnormalities of the thyroid may be due to cysts, goiter (enlargement of the thyroid gland) or thyroid nodules (raised bumps that are wider than 0.5 cm). This scan can ultimately lead to the detection of one of several types of cancers that may be present in or around the thyroid gland.

Urinalysis

The ultrasound technician performs a comprehensive urinalysis exam which serves various purposes. It is required as a drug test as part of the pre-employment process and for employees the urinalysis is utilized for screening purposes. The technician searches for urinary tract infections as well as proteins, ketones, and glucose in the urine. Employees may be required to submit to drug testing as well; this is verified in departments' individual contracts.

Cardio-Pulmonary/ Fitness Evaluations

Life Scan's unique 8-level fitness analysis conducted by a Clinical Exercise Physiologist makes certain that public safety officers are in top physical condition to ensure better on-the-job performance and overall wellbeing. An integrated fitness initiative includes diet and nutritional analysis, a state-of-the-art fitness evaluation, and a personalized wellness plan to create an ongoing customized fitness program for each officer and firefighter. Life Scan's cardio-pulmonary and fitness evaluation protocols are specifically chosen to meet the 2013 NFPA 1582 and 1583 standards as well as OSHA standards. The following provides a comprehensive list and description of the fitness assessments conducted at Life Scan Wellness Centers, including references to specific NFPA standards as well as the 13 essential job tasks as described by the NFPA which necessitate the conduction of these assessments:

Electrocardiogram (EKG)

The resting electrocardiogram (EKG) is a noninvasive procedure that records the electrical activity of the heart over a period of time. The EKG is used to measure the rate and regularity of heart beats, as well as the size and position of the chambers, the presence of any damage to the heart, and the effects of drugs or devices used to regulate the heart. An EKG is a way to measure and diagnose abnormal rhythms of the heart, particularly abnormal rhythms caused by damage to the conductive tissue that carries electrical signals, or abnormal rhythms caused by electrolyte imbalances or oxygen deficiencies.

The Clinical Exercise Physiologist at Life Scan Wellness Centers performs baseline (resting) assessments including a resting EKG and blood pressure to search for signs of heart disease and hypertension (high blood pressure) prior to beginning a stress test.



St. Petersburg Fire & Rescue

Cardiac Treadmill Stress Test with EKG

Once a resting EKG is conducted and baseline values are established, the Clinical Exercise Physiologist may begin the stress test with the patient if resting values are conducive to testing. The term exercise stress test refers to stressing the body by putting an exercise load on it and measuring the response; this type of testing is considered the "Gold Standard" academically and medically for heart disease screening. The stress test conducted at Life Scan is a sub-maximal stress test, which means the patient works until a pre-determined heart rate is achieved; this pre-determined heart rate is 85% of the predicted maximum heart rate. The protocol used for the treadmill stress test is the Bruce Protocol, which is the most widely used for a treadmill test; this is a multistage protocol consisting of several stages of progressively greater workloads (the treadmill's incline becomes steeper and its speed becomes faster with the advancement of each stage) until the target heart rate is attained. Overall, the EKG stress test allows the exercise specialist to determine maximal exercise capacity (VO_2max) while also detecting early signs of coronary artery disease.

Overall, stress testing is an important tool in assessing public service officers because it aids in:

- Determining whether an individual is physically fit to perform essential job duties without undue risk of harm to self or others
- Monitoring the effects of exposure to specific biological, physical, or chemical agents that may be related to hazardous working conditions
- Detecting any patterns of disease in the workforce that might indicate underlying work-related problems
- Providing the safety officer with information about his/her current health
- Providing a cost-effective investment in the early detection, disease prevention, and health promotion of the fire fighter
- Developing recommendations for exercise prescription and rehabilitation
- Complying with federal, state, provincial, and local requirements

An exercise stress test is just one diagnostic test that may be used in the determination of an individual's fitness for duty. The determination of fitness for duty must not be made on the basis of a single test, but rather on a comprehensive evaluation of the individual that includes diagnostic testing, personal medical history, and other indicators of health status. For example, another assessment built into the Life Scan format to compliment the stress test is the echocardiogram which is part of Life Scan's ultrasound studies; the Exercise Physiologist will often refer to results from the Ultrasound Technician or vice versa to reinforce certain findings. The NFPA suggests the importance of the stress test to ensure that the public service officer is capable of withstanding unpredictable emergency requirements for prolonged periods of extreme physical exertion without benefit of warm-up, scheduled rest periods, meals, access to medication(s), or hydration (NFPA 6.9.1).

Pulmonary Function Test (Spirometry)

The pulmonary function test (PFT) is a method of assessing the function of the lungs; PFT's are a way of detecting and quantifying abnormal lung function in a noninvasive manner and are one of the most common diagnostic tests for measuring lung function. Spirometry measures how quickly air can be expelled from the lung and is performed by having an individual blow into a device called a spirometer. This machine measures the volume of air that is exhaled as a function of time. Spirometry does not measure the amount of air in the lungs, just the amount of air entering or leaving the lungs; therefore, it is most useful for measuring diseases that cause obstruction to air flow (i.e., asthma, COPD, chronic bronchitis, emphysema).

Although many measurements can be made from a PFT, the Life Scan Exercise Physiologist focuses special attention on the Forced Vital Capacity (FVC), Forced Expiratory Volume in 1 second (FEV_1), and the ratio of FEV_1 to FVC (FEV_1/FVC). Stated simply, FVC is the volume of air (liters) that can forcibly be blown out after full inspiration and FEV_1 is the volume of air that can forcibly be blown out in one second. The ratio FEV_1/FVC can suggest the presence of the following pulmonary diseases: obstructive lung disease if the FEV_1/FVC ratio is less than 75% of predicted; mixed pattern disease if the FEV_1/FVC ratio is between 75-85% of predicted AND both FEV_1 and FVC are reduced; or restrictive lung disease if the FEV_1/FVC ratio is greater than 85% of predicted and both FEV1 and FVC are reduced.

As indicated by the NFPA, public service officers may be exposed to toxic fumes, irritants, particulates, biological (infectious) hazards, nonbiological hazards and/or heated gases despite the use of personal protective ensembles and SCBA (NFPA 6.8; 7.7.4); the unique nature of these individuals' work environment necessitates spirometry. It is recommended because it may reflect early changes in the lungs, prior to the onset of symptoms; this allows for earlier intervention and treatment of a potential medical problem. The Wellness/ Fitness Initiative does not recommend the use of spirometry to automatically exclude a fire fighter or public safety officer from work but rather, to monitor changes over time and to treat abnormalities before they become clinically significant. Additionally, an FVC or FEV_1 less than 70% of predicted prevents the safe use of SCBA due to increased minute ventilation requirements leading to earlier than expected depletion of air in the SCBA cylinder.



Metabolic Analysis with Body Fat

The Clinical Exercise Physiologist performs a body fat assessment using skinfold measurements; this method of assessing body fat involves the use of calipers to pinch the skin in distinct areas to determine the thickness of the skin. Skinfold measurements are one of the most practical and accurate ways of determining body fat percentage. The accuracy of predicting percent fat from skinfolds is approximately ±3.5%; whereas most other methods of determining body fat percentage, including the popularly referenced Body Mass Index (BMI), have greater than ±5.0% error. Skinfold measurements produce more accurate results because they distinguish fat from muscle mass and bone; unlike methods such as BMI, which merely attempt to predict body composition solely upon one's height and weight. Life Scan uses a 3-site method for assessing body fat using skinfold calipers; for men, the three sites are the chest/pectoral, abdominal and thigh; for women, the three sites include the triceps, suprailiac (above the hip bone), and thigh. These sites are specific to the 2013 NFPA 1582 Annex C.2.1.2.

By assessing the patient's height, weight, age, body fat percentage, resting heart rate, aerobic capacity as well as other biometric variables, the Clinical Exercise Physiologist may then conduct a metabolic analysis to estimate daily caloric expenditure and needs of the patient. Understanding body fat percentage and the health risks associated with being overweight and obese is imperative for a public service officer due to the physical demands of the position. The Life Scan Exercise Physiologist assists patients in understanding their current body fat classification and how to maintain or develop lower risk stratification.

Strength, Endurance and Flexibility Assessments

Physical fitness is important for all public safety officers based on the high demands of their job duties. This is exemplified by the fact that while wearing personal protective ensembles and SCBA, safety officers must search, find, and rescue-drag or carry victims ranging from newborns to adults weighing over 200 pounds to safety despite hazardous conditions and low visibility (NFPA 8.2.2.2). Public safety officers must also be able to climb six or more flights of stairs while wearing protective ensemble, including SCBA, weighing at least 50 pounds, or a duty belt, and carrying equipment/tools weighing an additional 20 to 40 pounds (NFPA 8.2.2.4). The following describes the fitness assessments conducted by the Clinical Exercise Physiologist which encompasses all aspects of muscular strength, endurance and flexibility:

Muscular Strength

Muscular strength is assessed by a Jamar Hydraulic Hand Dynamometer (used for grip strength) as specified in the 2013 NFPA 1582 Annex C.2.1.5. Bilateral grip strength measurements serve to detect muscle imbalances and nerve impingements in the arms, shoulders and neck. According to the WFI, adequate grip strength is crucial in numerous emergency tasks such as lifting and carrying equipment, moving patients, holding and operating hose lines, raising extension ladders and removing victims.

Muscular Endurance

To assess muscular endurance, Life Scan utilizes the push-up or bench press test as well as the static plank evaluation. The YMCA bench press test is an assessment which uses a constant weight for all individuals based on gender to assess upper body endurance; males bench 80 pounds and females bench 35 pounds. The Exercise Physiologist sets a metronome to 60 beats per minute (bpm) then instructs the patient to lie supine on the bench in the five-point contact position. The patient then performs as many complete bench presses as possible, extending the arm fully and bringing the bar down to the chest. In the event a bench press is unavailable for use at a department or station, the Exercise Physiologist will conduct a push-up test in its place. The push-up test spans over 2 minutes and the patient is instructed to stay on cue with a metronome set to 80 bpm. An object is placed 5 inches in height under the patient's chin and a push-up is counted only if the chin touches the object. Additionally, the Exercise Physiologist will have the patient perform the static plank evaluation which is an indicator of core endurance. This is a timed test that involves the patient lying prone while supporting the body on forearms and toes and maintaining a neutral position by keeping the back flat. Any deviations from appropriate posture warrant two verbal warnings and a third infraction is cause for termination of the test. The test is also terminated if the knees touch the ground, or if the patient achieves the NFPA optimal time of 4 minutes. These assessments are specific to the 2013 NFPA 1582 Annex C.2.1.9 and C.2.1.11.



Flexibility

Life Scan implements the YMCA sit-and-reach protocol which uses a sit-and-reach box or a tape measure to assess lower body flexibility; this test is NFPA's 2013 specified protocol and is indicative of flexibility in the low back, hamstrings, and shoulders (Annex C.2.1.12). According to the WFI, the leading type of line of duty injury within the fire service is sprains and strains. Furthermore, the most prevalent line of duty injury that leads to premature departure is back injuries. Back health and flexibility are critical to the health and safety of uniformed personnel, which makes assessing this component of fitness imperative.

Diet and Nutritional Recommendations/ Personal Exercise Prescription

Based upon the results of the previous assessments the Clinical Exercise Physiologist at Life Scan consults with the patient regarding a personalized exercise prescription and the establishment of realistic goals for enhanced health and wellness. The Exercise Physiologist provides tips and strategies for achieving these goals including, but not limited to, educational handouts, tips on useful phone applications and web pages, as well as personalized diet and nutritional recommendations.

LIFE SCAN
Wellness Centers

SIGNIFICANT FINDINGS

2017 AGGREGATE DATA
11,967 FIREFIGHTERS

LIFE SCAN FIGHTING CANCER AND HEART DISEASE

According to a multi-year study released in 2015 by The National Institute for Occupational Safety and Health (NIOSH), firefighters have a 9 percent higher risk of being diagnosed with cancer and a 14 percent higher risk of dying from cancer than the general population. The report also delves into the even greater risks firefighters face for developing certain types of cancers. Another key takeaway from the study is that 61 percent of line of duty deaths for career firefighters between 2002 and 2016 were attributed to cancer. "The Firefighter Cancer Support Network FACT Check"

"Cardiovascular disease is on the increase as well. The Harvard Study (2017) found 45% of the nation's line-of-duty firefighter fatalities are due to cardiovascular disease (CVD).

The following Aggregate Data represents significant findings from a cross-section of Life Scan's thirty thousand firefighter patients from both career and volunteer fire departments located in twelve states during 2017. This critical data is supportive of the conclusions from prestigious studies on firefighter health and their increased risk for heart disease and cancer. These significant findings are potentially catastrophic diseases that were identified early through Life Scan's integrated approach that includes a comprehensive physical, laboratory blood work, ultrasound imaging, and cardiopulmonary testing.

2017 AGGREGATE DATA SIGNIFICANT FINDINGS

Masses/Suspicious Cancer	
Gallbladder	**33**
Liver	**44**
Kidney	**92**
Spleen	**40**
Bladder	**11**
Prostate	**14**
PSA (Prostate Specific Antigen) Increase over 1 Year	**122**
Testicular	**34**
Ovarian	**28**
Uterine	**92**
Pancreas	**22**
Thyroid	**193**
Thyroid Suspicious Nodules being monitored	**679**
Total	**1404**
Cardiovascular Disease	
Elevated LDL/HDL ratio (Heart Disease Risk)	**511**
*Stage 2 Hypertension (Stroke Risk)	**187**
*Abnormal ECG/Stress Test (Abnormal Rhythm)	**495**
*Carotid Stenosis >50% (Stroke Risk)	**54**
Hypertrophy (Thickening/Enlargement of the Heart)	**120**
*Severe Heart valve Dysfunction	**90**
*Bicuspid Aortic Valve	**16**
*Pericardial Effusion	**3**
*Abdominal Aorta Aneurysm (>4)	**8**
*Decreased heart function (low EF)	**8**
Total	**1500**
Pulmonary Function	
*Abnormal Pulmonary Function Test (Spirometry)	**228**
Total	**228**
Critical Abnormal Bloodwork	
HAZMAT (Heavy Metals and Cholinesterase)	**36**
Positive Hepatitis C	**7**
*Diabetes, Elevated A1c >8.1 (Diabetes)	**148**
Decreased WBC (At risk for viral infections and Leukemia)	**290**
Chronic Kidney Disease/Renal Failure (low eGFR)	**168**
Total	**649**
Total Critical Abnormal Findings	**3363**

**In NFPA 1582 Guidelines*

LIFE SCAN
Wellness Centers

SIGNIFICANT FINDINGS

2018 AGGREGATE DATA

7,392 FIREFIGHTERS

LIFE SCAN FIGHTING CANCER AND HEART DISEASE

The following Aggregate Data represents significant findings from a cross-section of Life Scans firefighter patients from both career and volunteer fire departments during 2018. This critical data is supportive of the conclusions from prestigious studies on firefighter health and their increased risk for heart disease and cancer. These significant findings are potentially catastrophic diseases that were identified early through Life Scan's integrated approach that includes a comprehensive physical, laboratory blood work, ultrasound imaging, and cardiopulmonary testing.

2018 AGGREGATE DATA SIGNIFICANT FINDINGS

Masses/Suspicious Cancer (Ultrasound Findings)	
Gallbladder	**8**
Liver	**50**
Kidney	**28**
Spleen - enlarged	**87**
Bladder	**0**
Prostate	**12**
Prostate Antigen Level increase over 1 Year with Enlarged Prostate	**86**
Testicular	**15**
Ovarian	**1**
Uterine	**8**
Pancreas	**1**
Thyroid	**218**
Thyroid Nodules > 1 cm, monitoring for increase over 1 Year	**300**
Total	**814**
Cardiovascular Disease	
Elevated LDL/HDL ratio (Heart Disease Risk)	**674**
*Stage 2 Hypertension (Stroke Risk)	**41**
*Abnormal ECG/Stress Test (Abnormal Rhythm)	**253**
Total	**968**
Cardiovascular Disease (Ultrasound Findings)	
*Carotid Stenosis >50% (Stroke Risk)	**3**
Z (Thickening/Enlargement of the Heart)	**160**
*Severe Heart valve Dysfunction	**46**
*Bicuspid Aortic Valve	**0**
*Pericardial Effusion	**0**
*Abdominal Aorta Aneurysm (>4)	**98**
*Decreased heart function (low EF)	**14**
Total	**321**
Pulmonary Function	
*Abnormal Pulmonary Function Test (Spirometry)	**282**
Total	**282**
Critical Abnormal Bloodwork	
HAZMAT (Heavy Metals and Cholinesterase)	**75**
Positive Hepatitis C	**7**
*Diabetes, Elevated A1c >8.1 (Diabetes)	**229**
Decreased WBC (At risk for viral infections and Leukemia)	**56**
Chronic Kidney Disease/Renal Failure (low eGFR)	**263**
Total	**630**
Total Critical Abnormal Findings	**3015**

**In NFPA 1582 Guidelines.*
Cross-section of Life Scan patients from Career and Volunteer Fire Departments located in 12 States.

LIFE SCAN
Wellness Centers

BROWARD SHERIFF FIRE RESCUE

2016-2017 SIGNIFICANT EARLY DETECTION FINDINGS

HEART & ARTERIAL DISEASE	
Left Ventricular Hypertrophy	37
Cardiac Valve Insufficiency (Follow Up Needed)	2
Decreased Ejection Fraction	2
Carotid Artery Blockages (Severe)	5
Pericardial Effusion	3
Hypertension (Currently Undiagnosed or Uncontrolled)	60
Abnormal EKG (Follow Up Needed to Monitor)	7
Abnormal Stress Test (i.e., BP Response, PVC Patterns)	8
AORTA	
Aortic Root (Dilated >4 cm)- Currently Being Monitored	6
CANCER & ORGAN DISEASES	
Diabetes (Currently Undiagnosed or Uncontrolled)	18
Kidney	22
Liver	55
Pancreatic	1
Spleen Enlargement	8
Spleen Mass	2
Gallbladder Polyps	20
Ovarian Cyst (Follow Up Needed)	1
Uterus	3
Prostate Enlargement	26
Prostate Mass	9
Hypogonadism	44
Thyroid Nodules(follow up)6 confirmed Thyroidectomy:6 Confirmed Thyroid Nodules	55
Thyroid Nodules (Monitor/ No Follow Up Needed)	83
Testicular Cancer (Confirmed Cancerous)	1
PULMONARY/ RESPIRATORY	
Pulmonary Function Test (Less Than 70%)	11
OTHER SIGNIFICANT FINDINGS	
Obesity	79
High Cholesterol/Triglycerides	42
Elevated PSA Blood Levels (Prostate)	13
Low Testosterone (< 200 mg/dl)	68
Abnormal TSH (Thyroid Function)	19
Hepatitis C	2
Complete Blood Count (CBC) Abnormality	11
Significant Thrombocytopenia	4
Aberrant Nevus (Follow Up Needed)	2
Decreased Renal Function (eGFR < 59 mL/min/1.73)	2
Severe Bilateral Hearing Loss	3
Positive Fecal Occult Stool Test (Follow Up Needed)	3
TOTAL NUMBER OF SIGNIFICANT FINDINGS:	**737**

Polk County Professional Firefighters - Local 3531

P.O. Box 998 Highland City, Florida 33846-998

Office: (863) 585-8301

Jeff Calcutt	*Danny Washington*	*Jay Schwartz*	*Heather Coburn*	*Jeremiah Gilley*
President	*Vice-President*	*Treasurer*	*Secretary*	*Grievance Chairman*

IAFF Local 3531 is submitting this letter to explain why our Polk County Fire Rescue firefighters need a more comprehensive annual physical examination. A firefighter is often the first person on the scene of some of the most disturbing and devastating events in people's lives. This may include the death of a child, homicide, suicide, rape, child abuse, family violence, drowning, fatal car accidents and acts of terrorism. They also wear heavy and restrictive clothing, carry awkward equipment and work in dangerous environments. Firefighters often enter buildings in smoky and hot conditions and may even hang from buildings and perform high angle rescues. They also handle situations involving hazardous materials that could include biological, chemical and nuclear agents.

These high levels of stress, physical demands and long-term exposure to chemicals and infectious disease can take their toll on the health of firefighters and especially to their cardiovascular system. This intense work in environments of high heat, low oxygen, high carbon monoxide and other combustible products often produces a maximum heart response. These and other risks are what account for nearly 50% of fire ground deaths being heart-related," *(New England Journal of Medicine,* March 07). Cardiovascular, respiratory and thermoregulatory strain on firefighters is profound, increasing the odds of heart attack from 12-126 times while firefighting. Cancer is also another hazard of the job. An analysis of 32 studies published in the *Journal of Emergency Medicine* in 2006 showed that many cancers were significantly associated with firefighting. These included testicular (highest risk), multiple myeloma, malignant melanoma, non-Hodgkin's lymphoma, prostate, skin, brain, rectum, pharynx, stomach, colon and leukemia. The University of Cincinnati conducted a study in 2009 where researchers revealed that firefighters developed 10 types of Cancer more frequently than any other occupation. The most virulent was testicular cancer. Firefighters also face a 53% greater risk of contracting Multiple Myeloma, which is a deadly cancer that attacks bone marrow. When a firefighter sweats, it opens the pores on all areas of the skin, which includes the arm pits, groin, neck, jaw angle, and scalp. Chemicals then utilize these areas to travel into the bloodstream, attacking the body's blood cells.

The most common types of cancer and increased risks to firefighters are: Testicular-102%, Multiple Myeloma-53%, Non-Hodgkin's Lymphoma-51%, Skin-39%, Brain-32%, Prostate-28%, Stomach-22%, and Colon-Rectal-21%.

Because of the physical nature of their work, firefighters are also at a significant risk for musculoskeletal injury with back injury being the highest reported, followed by the upper and lower extremities. In a given year, the IAFF Death and Injury Survey indicates that one out of every five firefighters will die or be injured in the line of duty, so prevention and proper rehab is essential. That is why the *International Associations of Fire Chiefs and International Association of Fire Fighters* recommend that a "Fire Service Occupational Physician" monitor their patient's long-term effects of the working environment, including exposure to chemical and biological agents and disease patterns that might indicate work-related health concerns.

Therefore, it would be ideal for our Polk County Fire Rescue firefighters to have a comprehensive NFPA 1582 yearly medical exam performed by a company that specializes in and has vast knowledge of NFPA 1582 physicals that would include the following: head to toe physical exam per NFPA 1582, vital signs, skin cancer screening, visual acuity test, hearing exam, breast exam, personal consultation with review of testing results at physical appointment, recommendations for medical intervention & behavioral modification changes, cardiac assessment to include: Echocardiogram, resting EKG, cardiac treadmill stress test with V02 max calculation (Bruce Protocol), carotid arteries ultrasound, aortic aneurysm ultrasound, cancer and disease assessment to include, thyroid ultrasound, liver, pancreas, gall bladder, spleen, & kidney ultrasounds, bladder ultrasound, pelvic ultrasound for women (external), testicular ultrasound for men, laboratory blood tests to include: thyroid panel, occult blood screen, PSA for men (prostate cancer marker), CA-125 for women (ovarian cancer marker), lipid panel, diabetes tests (glucose and hemoglobin A1C), pulmonary function test, urinalysis with chem strip, complete blood count (hemogram with diff), comprehensive metabolic panel (CMP), OSHA respirator medical clearance, fitness program (NFPA 1582 Guidelines) to include: fitness and agility evaluation, body composition analysis, stretching/flexibility/endurance analysis, nutrition and diet recommendations, personal fitness recommendations, medical clearances to include: OSHA respirator medical clearance, Hep B antibody screening, Hep B Antigen (titer), Hep C Screening, and TB Test (interferon).

The Union is presenting this request after having determined our current physical process was not covering some of the most important health risks of our occupation. Early detection is the key in reducing the mortality rate and providing our firefighters with a comprehensive look at the occupational hazards we face everyday working as firefighters. While studying the differences in the Wellness Center physical and a Lifescan physical, it was determined that a Lifescan physical can be performed in a more efficient manner and with an eventual cost savings to the county's general fund by reducing long term health care costs. Life Scan will come to any location we set and perform comprehensive NFPA 1582 physicals at a rate of nine firefighters a day or forty-five a week. Life Scan will complete all firefighter physicals within a two-month time period. All physicals will be completed while on duty, thus saving the two hours of overtime now paid to firefighters for the Wellness Center process.

Wellness Center physicals have had and will continue to have a negative effect on the county's general fund and do nothing to help early detection of life changing catastrophic illnesses that could affect our firefighters, their families and co-workers. As you can see, not only does this have a negative impact on our firefighters lives but it also has a negative impact on the long-term cost of health care for the County. It has been shown that early detection of serious illnesses can have a smaller impact on claims and reduce the mortality rate.

In closing, we have attached information on firefighter deaths from 2007-2012. This information was taken directly from the *International Association of Firefighters* website database of firefighter deaths. We would like you to review the nature of death column. It is under this column that we believe that the validity of this request stands proven, we need to do everything in our power to provide the most comprehensive physicals possible for the health and well being of our firefighters as well as being good stewards of the tax payer's money in the long run.

Thank you for taking the time to read this letter and for your efforts in optimizing the health of our Polk County Fire Rescue firefighters.

TESTIMONIALS

See what others have to say about our services.

For the cost of a dress uniform, Life Scan saved my life.



On November 9, 2016 I went in for my Life Scan. I was 33 years old, healthy with no medical conditions or symptoms. Life Scan found a large mass in my abdomen and after several weeks of tests I was diagnosed with rare Stage 2 Testicular Cancer. The Spring Fire Department thought I was valuable enough to provide me this test and Life Scan saved my life. The most valuable thing we have in life is time and because of them I have more time with my wife and 2 young children. I have more time to continue to do the job I love, and I don't have any restrictions doing it. Thank you to the Spring Fire Department and Life Scan.

Matthew Corso
Senior Captain-Logistics
Spring Fire Department
Spring, TX 77373



Mark Sealy

Fire Chief

Mobile, AL

Life Scan saved my life with their complimentary ultrasound at Metro 2018. They found a mass on my kidney and I was diagnosed with early stages Kidney Cancer. I am on a mission to improve the health of my firefighters and Life Scan is a vital part of this mission! Thank you, Life Scan!

LIFE SCAN SAVED MY LIFE WITH THEIR COMPLIMENTARY ULTRASOUND.



Christopher Thompson
F.F. SP/HM 12856

Fire Rescue District 6 Port Everglades

Broward Sheriff's Fire Rescue

On behalf of my wife, 11-month-old daughter and myself we want to convey our thanks to you for the proactive initiative to bring Life Scan for annual physicals. I had mine done. My Endocrinologist and he said, "I don't know why you had an ultrasound done!"

They found two types of rare cancers in their early stages from the nodules discovered by the Life Scan folks. The cancer diagnosis was a rare variation of Thyroid cancer that has no warning symptoms and another small tumor that is known to be aggressive. After metastasis there is 74% mortality in the first five years and of those that survive there is 79% mortality within 10 years. Chemo and Radiation do not work with this type of cancer and thus is considered terminal in most cases when metastasized.

Then the surgery was JAN 25.

I had no spread. By God's grace and BSO's proactive early scanning with "Life Scan" I was granted that miracle. Thank you and God bless you all and your families.



Kenneth Parker

Katy Fire Department

Assistant Chief-Operations

My Cancer Story

My name is Kenneth Parker and I have been a firefighter for 20 years this year. I am currently the Assistant Chief of Operations for the Katy Fire Department in Texas. We were able to go visit with Life Scan while they were preforming other department's evaluations and was impressed with their operation. The Katy Fire Department contracted with Life Scan Wellness center as part of our new updated wellness initiative after researching different options and companies based on cost and services provided.

In December of 2017 after having to reschedule our exams due to hurricane Harvey we were finally able to have our assessments done. I can remember everyone was nervous about this new test myself included. Life Scan Wellness centers have this process down to a fine art. They are very organized and had all the different stations set up to maximize the time with each member. I went to each station and everything checked out good. My final station was the ultrasound. The tech was very thorough and explained every process she was doing and the results. Everything looked good until she started examining my testicles. While scanning my left testicle she stated that she has found a mass that presented itself as being vascular. She took her time and checked the rest of the area. She told me that I needed to have this checked. She printed out a bunch of pictures of the mass and placed it in my packet. I was done with my examination and went to go and get my uniform back on. As I was leaving the testing area she pulled me aside again in the hallway and grabbed my arm and made me promise her that I would go have this checked. I could tell by the look on her face this was something serious. I made an appointment with an urologist to follow up with. I went into the office with my complete packet from Life scan Wellness center and gave it to the doctor. He could not believe that my employer had done such a comprehensive physical. He kept asking questions and I had to explain to him my occupation and the risks that accompany this occupation and this is why we do such a thorough physical. He did bloodwork to check for proteins that accompany cancer and wanted me to have another ultrasound. Once these were completed the bloodwork came back normal and the second ultrasound also showed the mass. We made the decision to have a radical orchiectomy preformed to remove the left testicle so it could be tested for cancer. The procedure was performed and the specimen was sent off for testing. The next day the results were back and it was cancerous. He referred me to an oncologist during my follow up appointment. We also sat and talked about the whole Life Scan process. He told me that I was very lucky to have had this done. I had no symptoms, pain, or even any discomfort. No lumps were ever noted. He said that by time I would have had pain or symptoms that my prognosis would have been a lot different. He wanted me to have a CT of my abdomen and chest done to make sure that the cancer had not metastasized anywhere else.

During my fist visit with my Oncologist he advised me that my cancer was stage 1 and it had not metastasized anywhere else. He told me I was also very fortunate to have had this Life scan Wellness Center test preformed. He recommended a round of chemo to kill any additional cancer cells that may be present. He stated that this would give me the highest rate of the cancer not coming back, I agreed. I am a husband and dad to three little girls and will do anything to make sure I will always be here for them as long as I can be. I recently completed my chemo treatment and waiting for my follow-up appointment.

I can say without any doubt in my mind that if my department had not had this scan done my outcome would have been completely different. As long as I am in my position here at the Katy Fire Department I will be one of the biggest advocates for this test to be done every year. I am living proof that this works and it is a vital part of any fire department's Health and Wellness Initiative. Thank you Life Scan Wellness Center.



Scott A. Flitcraft

Division Chief of Training

LTRT 101 Co-Team Manager

Panama City Fire Department

At the time of this writing, a senior Lieutenant and US&R Instructor/ Team Leader of ours is lying in a hospital bed after having one of his kidneys removed last week. His cancer diagnosis was 95% positive as he had a tumor the size of a lemon on the left kidney. His only sign or symptom was mild back pain for months now to which he attributed to being muscular pain. His prognosis is very good after the encapsulated kidney and tumor were removed and no cancer was found to be in his lymph nodes or surrounding areas. He will likely have his gallbladder removed in a couple weeks due to surgical complications, but no cancer is present at this time in his body. The medical plan is for him to return to work in approximately six weeks with no restrictions

Our Lieutenant is the first life truly saved which is directly attributed to the work done at our Fire Department by Life Scan. When the ultrasound technician saw the left kidney, our Lieutenant was advised to see a specialist for the appropriate treatment options, which surgery was his choice due to the advancement of the tumor. Let me be clear here. He would not have sought treatment for what he believed to be mild muscle pain. Life Scan caught the tumor and his life was spared.

The rest of our 78 person-strong Team of sworn personnel tested by Life Scan, including myself, have made some necessary changes in diet, fitness, and lifestyle. Suggested appointments were made after Life Scan's professionals thoroughly evaluated us and to this date, no other cancers have been found. We were a very healthy fire department with over thirty percent of our Operations Division having less than three years on the job, many these firefighters less than 35 years old, mandatory daily workouts and an annual Fitness Challenge. We are even healthier now! We will institute cancer prevention in the form of wipes, gross de-con, clean-air areas for gear storage, and hood swaps in the very near future. Our relationship with Life Scan will continue every year and has already been approved for the 2018 fiscal year.

> LIFE SCAN WAS ONE OF THE GREATEST THINGS I HAVE EVER BEEN A PART OF IN MY OVER THIRTY-THREE YEARS IN THE FIRE SERVICE.

As far as the actual Life Scan process, their Team arrived each of three mornings with three lab technicians and they completed all 78 lab draws in a total of less than eight hours of work. And they came to us!! This enabled us to save the overtime costs of sending personnel off-duty to the lab. The same goes for the physicals with all done on-duty by rotating out crews and scheduling the crew members together. The three-hour physical was simple as we provided enough space (barely!) for the Life Scan Team to perform their needed assessments in private. It was painless!!!

I cannot express what Life Scan has done for us without becoming a bit emotional. The mental and physical stress our personnel feel daily, the beating their bodies take, and the carcinogens they have been exposed to have always been thought to be part of "The Job." We understand the risks and do what we can to minimize them. Life Scan was one of the greatest things I have ever been a part of in my over thirty-three years in the fire service. We can truly help our own people by having them tested annually by Life Scan, detecting problems early on, seeking proper treatment, and hopefully returning to The Job with retirement in mind someday. A healthy retirement to be spent with their families.

Thank You, Life Scan!!!



Shelby Willis

Deputy Chief Ogden Fire Department

Largo Fire Rescue, Fire Chief (Ret.)

I wanted to express my thanks for the service Life Scan has provided me and share my story with you. The first year my department began using Life Scan I was pregnant and missed my evaluation. I was able to get my physical several months later-November 2007. I had a clean bill of health and thought that was the most comprehensive physical I had ever received. The following year, June 2008, our department had scheduled the annual physicals again. This time there were several small nodules on my thyroid. At the very same time a firefighter in my department was diagnosed with Papillary Cancer. He had a nodule that grew in size from one year to the next and upon biopsy revealed cancer. I made an appointment to have the nodules biopsied and the results came back abnormal. Surgery was quickly scheduled and I too was diagnosed with Papillary Cancer. Fortunately for me the cancer was contained to the left side of my thyroid gland and had not reached the surface of the tissue. I did not have to get radiation treatment and, aside from bi-annual follow-up, the worst is over.

LIFE SCAN OFFERS THE MOST COMPREHENSIVE EXAMINATION AVAILABLE TO OUR PROFESSION.

At the time of my surgery I had a one-year-old child. I frequently think about the what-ifs… What if I did not have the scan? Where and when would the cancer have revealed itself? As you well know thyroid cancer is not associated with any symptoms. There is no pain or indication that cancer is present, not until the cancer spreads to another issue or organ. The ultrasound detected the thyroid nodule early in the cancer process and the result was positive. Life Scan changed my life.

The job of Firefighting involves calculated risks. Risks that involve immediately dangerous situations and danger that is not seen immediately, but found many years later. The health risks that are associated with firefighting are far reaching. Life Scan offers the most comprehensive examination available to our profession. Florida does not have cancer presumptive laws to protect firefighters. When a firefighter is diagnosed with any type of cancer, the treatment, time off from the job and any follow-up care is handled by the firefighter through private insurance and available sick time. Prevention and early detection is the key to ensuring a successful outcome.

Finally, I want to say thanks to your staff who go above and beyond. They care about each and every patient. Many of our employees have shared that the staff has called them to ensure they were comfortable with the medical information and followed-up when it was necessary. For myself, you and your staff are like family. Thank you again.



Jo-Ann Lorber, MPA, EFO, CFO, CEM, MIFireE

Battalion Chief/Assistant Fire Marshal
IAFC Executive Fire Officers Section - Chair
Fort Lauderdale Fire-Rescue

Fort Lauderdale Fire Rescue (FLFR) used to provide just entry level physical examinations for all firefighter/paramedics and Ocean Rescue Lifeguards (Ocean Rescue is under fire rescue), and annual medical screenings for HazMat and Marine/Dive Team, in which, Marine/Dive Team receive limited immunizations. While completing our accreditation process through the Commission on Fire Accreditation International (CFAI) in late 2014 and accreditation status in August 2015; we conducted a comprehensive risk analysis and identified the need to implement mandatory annual physicals for our incumbent full-time fire personnel under a well-defined and medically validated wellness/fitness program. In order to do this, the department submitted an Assistance to Firefighters Grant (AFG) in December 2015 and was awarded the grant in August 2016. Life Scan Wellness Centers was chosen to conduct the physicals.

Being the grant writer, and program/project manager, I will admit that our personnel along with myself were a bit scared on what our department's results were going to be. The majority of our findings were comparable to what the findings were in other departments in the State of Florida. Many of my firefighters went to their primary care physicians or specialists to do follow-ups with their findings.

The most rewarding success story for this grant award was a Captain, now retired, was advised that he had some spots on his bladder and that he should take his results from the ultrasound and follow-up with his physician or urologist. In the follow-up process, additional tests were conducted on the employee which required a biopsy to be conducted. The results of the biopsy revealed to be cancer. The Captain was just 46-years old and 6 months away from retirement. When he was diagnosed, he called me to advise that I saved his life. I am happy to report that he was treated for the cancer and is now in remission doing 3-month check-ups to ensure that it does not return.

FLFR has now budgeted to do annual physicals that include a full health/wellness evaluation. FLFR projects a decrease in cardiac risk (high blood pressure, body weight, body fat composition, and lipid levels) with corresponding reduced risks of coronary artery disease, heart attacks, stroke,

EARLY DETECTION REDUCES HEALTH CARE COSTS AND WORKERS COMPENSATION COSTS

diabetes, osteoarthritis, gall bladder disease, respiratory problems and many forms of cancer. Early detection reduces health care costs and workers compensation costs because many health issues are identified before they reach catastrophic levels. Additionally, members who are medically, physically and mentally fit provide better service to their community as well as amongst themselves.



Shawn Oke

Fire Chief; Albemarle Fire Department Ret.

At-Large Director; Safety, Health, and Survival Sec

The Albemarle Fire Department through a twist of fate became aware of Life Scan and their services in 2009. I was a newly promoted fire chief and during the Christmas holiday had been talking with my brother, a deputy sheriff in Florida, about ways I could improve our department. During our discussions he began telling me about Life Scan and their impact on him. My brother had gotten a physical as part of a pilot program through his sheriff 's department. During our discussions we began comparing the physical I had been getting to the physical he had gotten, there was no comparison. The physical provided by Life Scan was so much more detailed than the physical provided to me and other members of our department. Upon returning home after the Christmas holiday I began researching Life Scan. I reached out to the company for additional information but wasn't too optimistic due to the fact they were only located in Florida.

> THE RESULTS OF THE PHYSICALS WERE MORE THAN I HAD EXPECTED.

During our conversations there was discussion about how Life Scan could bring their physicals straight to our department, three states away from their closest office. I obtained pricing and set out to determine if switching our physicals to Life Scan was the best for our personnel and city. I obtained comparison pricing from the provider that was doing our physicals at the time. I was careful to be sure I got pricing for all of the components provided by Life Scan. I was shocked and amazed when I received the quote from our provider to perform the same tests as Life Scan. The cost for our entire department to have their physicals performed by Life Scan was the same cost for less than three personnel to have comparable physicals by our provider. The cost from our current provider for one person to have the echo-cardiogram, stress test and carotid arteries ultrasound was more than eight complete physicals from Life Scan.

The cost of our Life Scan physicals was an increase from our current provider at the time. The Life Scan physicals increased our total cost for our physicals by nearly 37%. Although we realized a sizable increase in the total cost of our physicals the real savings came when a true comparison of the tests performed was conducted.

When I completed my research and realized getting Life Scan to our department could be a reality it was a no brainer for me. I had to do everything I could to increase our budgeted amount for physicals in the upcoming budget cycle. I quickly realized, although our city would be paying more for each person's physical, the investment in our personnel was very small. Our city would be investing less than $1.25 per day per employee. That is a very small price to pay for our most important resource, our personnel.

I was successful in getting our City Council to support the increased funding for our physicals. In September 2010 our department had our first physicals from Life Scan. The results of the physicals were more than I had expected. There were a total of six personnel identified as having issues related to their heart that required follow up. This was surprising since our department had been conducting physicals for our members for the past twenty years.

The most rewarding success from our change to Life Scan came in January 2011. During our 2010 physicals the ultrasound revealed nodules on the thyroid of one of our personnel. The results of the ultrasound were given to the employee and they were told to follow up with their personal physician. In the follow up process, additional tests were conducted on the employee which required a biopsy to be conducted. The results of the biopsy revealed



THE RESULTS FROM JUST THIS ONE PERSON MADE THE INVESTMENT OF OUR LIFE SCAN PHYSICALS PAY FOR ITSELF FOREVER IN TERMS OF UNREALIZED SAVINGS.

the nodules on the thyroid were cancerous. In January 2011 the wife of our firefighter called me and told me "you saved my husband's life". The thyroids and all of the cancer were removed which required the employee to be out of work for a very brief period. Due to early detection by our Life Scan physicals the cancer was contained to the thyroids of our firefighter. The firefighter's physician stated if we had not had the Life Scan physical, which detected the abnormal thyroids, the cancer would not have been caught until it has spread to other organs in the body. The early detection provided by our Life Scan physicals prevented this firefighter from a lot of pain and suffering!

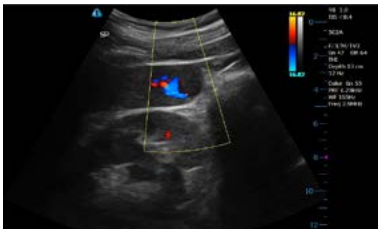
The results from just this one person made the investment of our Life Scan physicals pay for itself forever in terms of unrealized savings. If the cancer had spread in this employee how much would the lost time during cancer treatments cost our department? If the cancer had spread how much money would our insurance carrier have had to pay out in claims for cancer treatment? If the cancer had spread how much pain, suffering and expense would our firefighter have been faced with? The fortunate thing is that we will never know the answer to these questions because the cancer was detected early and did not spread throughout the firefighter's body.

I will continue to fight each budget year to keep funding in our budget for our Life Scan physicals. We invest millions of dollars in our facilities and equipment. Why can't we invest hundreds of dollars in our most important asset, our personnel?







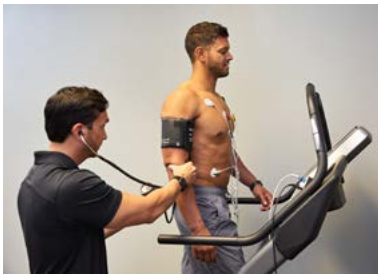












Patricia Johnson, CEO

813.876.0625
Patricia.Johnson@lifescanwellness.com
www.LifeScanWellness.com

Without Life Scan I would not be here today. I probably would have had a major heart attack... Because of the early detection from Life Scan I was back to work light duty in six weeks and back to firefighting in just eight weeks.

Russell (Rusty) McCord
Englewood Fire Department

If it were not for this program and these fantastic people at Life Scan, I would not be here to enjoy my family and the rest of my life. Thank you to Life Scan and the Hillsborough County Fire Rescue for this gift of life.

Reed Scott Schenfield
Hillsborough County Fire Rescue

PIGGYBACK AGREEMENT

BETWEEN

HARDEE COUNTY, FLORIDA

AND

LIFE EXTENSION CLINICS, INC. D/B/A: LIFE SCAN WELLNESS CENTERS FOR EMPLOYMENT RELATED HEALTH CARE SERVICES

THIS AGREEMENT (this "Agreement") is made effective as of the 7th day of December, 2023 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA,** a political subdivision organized under the law of Florida, (the "County") and **Life Extension Clinics, Inc. D/B/A: Life Scan Wellness Centers**, a Florida Corporation located at 1011 North MacDill Avenue, Tampa, FL 33629 (hereinafter, the "Contractor"). Collectively, the County and the Contractor are referred to as "Parties."

WHEREAS, the Contractor provides the following NFPA 1582 physical service for Fire Rescue offering integrated physical exams focused on early detection and prevention for public safety personnel, ultrasound screenings, and other wellness initiatives; and

WHEREAS, the City of Clearwater issued a Request for Proposals on August 1, 2023, (the "RFP") for Employment Related Health Care Services (the "Services") and competitively awarded a contract to Contractor pursuant to the RFP, which contract and first and second exhibit is attached hereto as Attachment "A" (the "Clearwater Contract" which shall include the Exhibit "A" and Exhibit "B"); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Clearwater Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, the Contractor will perform the Services on behalf of the County, all as further set forth in the Quote, attached hereto as Attachment "B" (the "Services for the County"); and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the Contractor agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Clearwater Contract (Attachment A hereto) is incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Clearwater Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Clearwater Contract, the terms and provisions of this Agreement shall control.

3. **Defined Terms**. All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Clearwater Contract unless otherwise provided in this Agreement. All references to the City of Clearwater and corresponding addresses shall be replaced with Hardee County and the address (as provided herein for notices) where applicable.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

5. **Amending Section 3 – Compensation of the Clearwater Contract** Section 3 is hereby amended as follows:

The County will pay Contractor for the Services are more fully described in Attachment "B" in an annual amount not to exceed twenty-five thousand dollars ($25,000). In the event the County requires a change in the Services that will increase the total annual compensation, the Agreement shall be amended by a written amendment to reflect the approval of the person or representative of the County authorized to approve the total amended annual compensation.

6. **Amending Section 5 – Notices and Changes of Address of the Clearwater Contract** Section 5 is hereby amended as follows:

Hardee County, Florida
Attn: Terry Atchley, County Manager
412 West Orange Street, Room 103
Wauchula, FL 33873
863-773-9430

7. **Amending Section 11 – Governing Law and Venue and S. 41 of the Clearwater Contract.** Section 11 and S. 41 of the Clearwater Contract is hereby amended as follows:

   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.

8. **Amending S. 13 Public Records of the Clearwater Contract.** the **BOLD** text of S.13 of the Clearwater Contract is hereby replaced as follows:

   Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, 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. Adding the below provision to the Contract.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

HARDEE COUNTY, FLORIDA

By: _____
Russell Melendy, Chairman

Approved as to form and legal sufficiency:

By: _____
Sarah Johnston
County Attorney

Addresses for Notice:
Hardee County
Attn: County Manager
412 West Orange Street, Room 103
Wauchula, FL 33873
863-773-9430 (telephone)
Terry.atchley@hardeecounty.net (email)

With a copy to:
Bryant Miller Olive, P.A.
Attn: Sarah L. Johnston
Hardee County Attorney
412 West Orange Street, Room 103
Wauchula, FL 33873
863-773-9430 (telephone)
sjohnston@wsh-law.com (email)

[INSERT NAME OF ENTITY]

By: Todd LeDuc (Apr 21, 2025 14:40 EDT)
Name: Todd LeDuc
Title: CEO

Witness:

By: Jennifer Connelly

Witness:

By: Rebecca Knecht

Addresses for Notice:
Rebecca Knecht
1011 N Macdill Ave Tampa, FL 33607

813-629-1981 (telephone)
Rebecca.knecht@lifescanwellness.com
(email)

With a copy to:
Todd LeDuc

Todd.leduc@lifescanwellness.com(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Rebecca Knecht

Witness #1 Print Name: Rebecca Knecht

Kortney Huntzinger

Witness #2 Print Name: Kortney Huntzinger

Signed, sealed and delivered by:

Print Name: Todd LeDuc
Title: CEO
Entity Name: Life Extension Clinics, Inc.

ACKNOWLEDGMENT

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of April, 2025, by Todd LeDuc (name of person) as CEO (type of authority) for Life Extension Clinics, Inc. (name of party on behalf of whom instrument is executed).

Notary Public State of Florida
Jennifer L Connelly
My Commission HH 392664
Expires 4/30/2027

Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

Attachment A

COPY OF CLEARWATER CONTRACT AND EXHIBIT A AND B

[COPIES OF THE CLEARWATER CONTRACT AND EXHIBITS SHALL BE MAINTAINED ON FILE WITH THE COUNTY'S PROCUREMENT DEPARTMENT]

CONTRACT BETWEEN CITY OF CLEARWATER AND LIFE EXTENSION CLINICS, INC. RFP #53-23 EMPLOYMENT RELATED HEALTH CARE SERVICES

THIS CONTRACT, entered into this 7th day of December 2023, by and between the CITY OF CLEARWATER ("City"), a Florida municipal corporation, P.O. Box 4748, Clearwater, Florida 33758 and Life Extension Clinics, Inc., ("Life Scan" or "Vendor"), a Florida corporation, 1011 North MacDill Avenue, Tampa, FL 33629, collectively as "Parties".

WHEREAS, the City seeks a variety of health care services from Vendor to include employee physicals (pre-employment and fit-for-duty), drug and alcohol testing (reasonable suspicion, random and DOT), and occupational Fire and Police physicals.

WHEREAS, the City selected Vendor based on Request for Proposal ("RFP") #53-23 and responses by Vendor to RFP #53-23, which are incorporated by reference.

WHEREAS, Vendor agrees to provide the services as outlined in RFP #53-23

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree that the above terms, recitals, and representations are true and accurate and are incorporated herein by reference, and the Parties further agree as follows:

1. **SCOPE OF PROJECT AND PRICING.**

Life Scan agrees to provide Employee Related Health Services under the terms and conditions set forth in RFP #53-23 and responses by Vendor dated August 31, 2023. The Scope of the Project and Pricing are set forth in Exhibit A.

2. **TIME OF PERFORMANCE**.

The initial Contract Term shall commence on January 1, 2024 and end on December 31, 2024. The Contract may be renewed for three (3) additional one (1) year periods under the same terms and conditions as set forth herein, upon mutual written consent by the Parties.

3. **COMPENSATION**.

The City will pay Vendor in an amount not to exceed $325,000.00, as more fully described in attached Exhibit A, inclusive of all reasonable and necessary direct expenses, if applicable. The City may, from time to time, require changes in the scope of the project. Such changes, including any increase or decrease in the amount of Vendor's compensation, and any other changes in the terms of this Contract which are mutually agreed upon by and between City and Vendor shall be effective when incorporated in written amendment to this Contract, upon mutual agreement.

4. **METHOD OF PAYMENT AND ANNUAL APPROPRIATIONS.**

Vendor's fees will be invoiced monthly and submitted to the City for approval for payment in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes.

The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation of the City's budget.

5. **NOTICES AND CHANGES OF ADDRESS**.

Any notice required or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered to such party at the address indicated below (or at such other address as such

party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid) on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

Life Extension Clinics, Inc.	City of Clearwater
Patricia Johnson CEO	Tiffany Makras Human Resources Director
1011 N. MacDill Avenue Tampa, FL 33629	P.O. Box 4748 Clearwater, Florida 33758
813.601.0285	727.444.8648

6. **RFP #53-23, STANDARD TERMS AND CONDITIONS.**

All terms and conditions as set forth in RFP #53-23, Standard Terms and Conditions are incorporated by reference and attached hereto as Exhibit B.

7. **INSURANCE REQUIREMENTS.**

Insurance Requirements are set forth in RFP #53-23, Detailed Specifications, Section 7, which is incorporated by reference.

8. **PROPRIETARY MATERIALS.**

Upon termination of this Contract, Vendor shall transfer, assign and make available to City or its representatives all property and materials in Vendor's possession belonging to or paid for by the City.

9. **INTERESTS OF PARTIES.**

Vendor covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner

or degree with the performance and/or provision of services required under the terms and conditions of this Contract.

10. **CONFORMANCE WITH LAWS.**

Vendor agrees to comply with all applicable federal, state and local laws during the life of this Contract. Vendor shall be responsible for obtaining and maintaining any licenses, permits, documents, or other permissions necessary for Vendor's operation.

11. **GOVERNING LAW AND VENUE.**

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in its corporate/legal name by its authorized representatives or persons authorized to execute this Contract on the date and year first above written.

LIFE EXTENSION CLINICS, INC.

Attest:

Print Name: Michael Ferrara
Secretary

By: Patricia Johnson
Print Name: Patricia Johnson
Title: CEO

CITY OF CLEARWATER, FLORIDA

Brian Aungst Sr.
Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Owen Kohler
Lead Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

CITY OF CLEARWATER FLORIDA ESTABLISHED 1915

CITY OF CLEARWATER

FINANCE DEPARTMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (727) 562-4530

October 17, 2024

Life Extension Clinics, Inc.
dba: Life Scan Wellness Centers
Attn: Patricia Johnson, CEO
1011 North MacDill Avenue
Tampa, Florida 33607

Subject: Renewal of Annual Contract #902028, Bid #53-23, (Employment Related Health Care Services)

The above-mentioned annual contract is due to expire on 12/31/2024 unless extended for an additional one (1) year term. This marks the 1st of (3) year renewal options available within this contract. The City of Clearwater requests your selection of one of the options provided below and return of this letter to Human Resources, Attention: Tiffany Makras, via email at Tiffany.Makras@myclearwater.com, no later than 15 calendar days from receipt.

NOTE: As a condition of this renewal, the vendor agrees to furnish to the City of Clearwater an updated insurance certificate upon the original certificate's expiration related to this contract.

_____ **YES:** We offer to renew this contract under the original specifications, pricing, and terms and conditions for an additional one (1) year period.

__X__ **YES:** We offer to renew this contract and are requesting a price review and adjustment related to the price index noted in the contract's original terms and conditions. Documentation supporting this request is attached.

_____ **NO:** We do not wish to renew this contract for the following reasons:

_____

Vendor: Patricia Johnson

Signature: Patricia Johnson

Title: CEO

Date: 10/18/24

City of Clearwater:

Signature

Human Resources Director

Title

1/7/2025

Date

Bruce Rector, Mayor
Ryan Cotton, Councilmember
Mike Mannino, Councilmember
David Allbritton, Councilmember
Lina Teixeira, Councilmember

"Equal Employment and Affirmative Action Employer"

ATTACHMENT B

COPY OF CONTRACTOR QUOTE

LIFE SCAN WELLNESS CENTERS 2024 QUOTE: City of Clearwater RFP# 53-23 Employment Related Health Care Services 8/31/2023	COST
Public Safety Physical Exam (NFPA 1582 compliant)	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Sleep Disorder Evaluation and Mental Health Screening	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision with Peripheral, Depth Perception, and Color	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
Laboratory Tests:	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included
CA 125 Ovarian cancer marker-Women	Included
Ultrasound Screenings (Early Detection of Heart Disease and Cancer):	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included
Cardiopulmonary Testing	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal, Bruce Protocol)	Included
EKG, 12 Lead	Included
Spirometry, PFT Lung Capacity with OSHA Respirator Medical Clearance	Included
OSHA Respirator Medical Clearance	Included
Fitness Evaluations per NFPA 1583~IAFF/IAFC Wellness Fitness Initiative:	
Fitness tests for muscular strength & endurance	Included
Sit and Reach, Planking, Grip Strength,	Included
Sit Up Test, Wall Sit, Flexibility	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included
LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM	**$ 490.00**
Life Scan Wellness NFPA Proprietary EMR Data Management System Proprietary EMR/ Data Storage, Enhanced Data Dashboards, Administrative Management, Patient & Client Portals	**$ 25.00**
Life Scan Wellness Centers TOTAL COST	**$ 515.00**

OPTIONAL TESTS AVAILABLE	Line-Item COST
Chest X-Ray, 2 view with radiologist review	$88.00
Lumber X-Ray with radiologist review	$88.00
Confirmatory Radiologist Review	$30.00
Hazmat Heavy Metals and Hazmat Cholinesterase	$81.00
Hazmat Cholinesterase	$81.00
Hepatitis A Titer	$42.00
Hepatitis B Screening Test	$65.00
Hepatitis B Titer	$42.00
Hepatitis C Screening Test	$65.00
HIV Test, Gen 4	$31.00
Hepatitis Vaccines each shot(A=2 shot series, B=3 shot series) (Based on current market costs)	$79.00/ shot
PPD TB Skin Test	$26.00
QuantiFeron Gold TB Blood Test	$80.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	$35.00
OSHA Respirator Mask Fit Testing (PortaCount)	$46.00
Drug Screen, I CUP	$55.00
Drug Rescreen with confirmation	$65.00
ABO	$31.00
Nicotine	$76.00
Phlebotomist (Blood Draw) Fee	$ 24.00
PCET Cardiopulmonary Test	$120.00
Advanced Behavioral and Mental Health Assessments	
Work/Life/Balance Assessment	$35.00
First Responder Behavioral and Mental Health Assessment	$35.00

Pricing subject to annual increase.
Pricing is based on 9 patients per day, 45 per week.
All scheduled appointments will be billed.

LifeExtension Piggyback AGREEMENT 4-2025 2

Final Audit Report 2025-04-21

Created:	2025-04-21
By:	Rebecca Knecht (rebecca.knecht@lifescanwellness.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgCpXWKLqWdYMjtUKtAFPcQ-k5hRGV9t3

"LifeExtension Piggyback AGREEMENT 4-2025 2" History

Document created by Rebecca Knecht (rebecca.knecht@lifescanwellness.com)
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Document emailed to Todd LeDuc (todd.leduc@lifescanwellness.com) for signature
2025-04-21 - 6:11:19 PM GMT

Document emailed to Kortney Huntzinger (kortney.huntzinger@lifescanwellness.com) for signature
2025-04-21 - 6:11:19 PM GMT

Document emailed to Jennifer Connelly (jennifer.connelly@lifescanwellness.com) for signature
2025-04-21 - 6:11:19 PM GMT

Email viewed by Kortney Huntzinger (kortney.huntzinger@lifescanwellness.com)
2025-04-21 - 6:12:24 PM GMT

Document e-signed by Kortney Huntzinger (kortney.huntzinger@lifescanwellness.com)
Signature Date: 2025-04-21 - 6:13:00 PM GMT - Time Source: server

Email viewed by Todd LeDuc (todd.leduc@lifescanwellness.com)
2025-04-21 - 6:39:34 PM GMT

Document e-signed by Todd LeDuc (todd.leduc@lifescanwellness.com)
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Agreement completed.

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AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 15, 2025

SUBMITTED BY: Brandy Crawford, Public Safety/Fire/Rescue

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve Resolution 2025-47, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the Certificate of Public Convenience and Necessity for Medfleet, LLC dba. ATI Ambulance to provide non-emergency transportation services for interfacility transfers; providing for authorization, severability and for an effective date.

SUGGESTED ACTION:

ATTACHMENTS:
MedFleet COPCN Memo.pdf
Medfleet_Complete_COPCN_Application.pdf
Medfleet_Medical Director_DOH Validation.pdf
Medfleet_Complete DOH Employee Verification.pdf
Medfleet_DOH ALS Validation.pdf
Reso._Medfleet_COPCN.docx
Certificate MedFleet COPCN_Exp. 05-15-2026.pdf

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCY
DISTRICT 3

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: Douglas G. Baber, Assistant County Manager
From: Casey Dasher, Public Safety Director
Subject: MedFleet COPCN
Date: April 22, 2025

Subject: Certificate of Public Convenience and Necessity for MedFleet, LLC DBA, ATI Ambulance.

MedFleet, LLC DBA, ATI Ambulance Response has requested a 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 MedFleet, LLC DBA, ATI Ambulance 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 X Renewal _____

Type of Service: Basic Life Support Ambulance (BLS) X
Advanced Life Support Ambulance (ALS) X

Name of Service: MEDFLEET,LLC dba ATI AMBULANCE

Mailing Address: 3706 DMG Drive

County POLK State FL Zip Code 33811

Business Phone Number ( ) 863 698-9764 Fax ( ) _____

Type of Ownership (i.e., Private, City, County, Volunteer, etc.) Corporation

Date of Formation or Corporation: 5/1/2024

Manager's Name: Jeff Taylor

The area or areas which the applicant desires to serve: Entire 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.

Jeff Taylor
Signature

Chief Operating Officer
Position

Notary Public State of Florida
Louise I Meserve
My Commission HH 532771
Expires 5/29/2028

Notary Seal

Notary Signature: Louise I. Meserve Date 1/16/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN MANAGEMENT INFORMATION FORM

Name of service: MEDFLEET,LLC dba ATI Ambulance

Website Medfleet.com

Hardee County business address:

We be looking for a station once COPCN is approved.

City and Zip Code: _____

Headquarters business address:

3706 DMG Drive

City and Zip Code: Lakeland,Polk 33811

Dispatch telephone number: 863 698-9764

Management Contact Information

Name: Jeff Taylor

24-hour contact number: 925 789-0401

Name: Mark Bowne

24-hour contact number: 941 212-9607

MedFleet Company Officer Experience
Hardee County COPCN Item 1

Herman Schwarz – Chief Executive Officer

Herman Schwarz joined as CEO of PatientCare EMS Solutions in 2018. Prior to this role, he served from 2009 to 2017 as the CEO of LogistiCare Solutions, the leading non-emergency transportation management company in the Medicaid and Medicare space. He began his career with LogistiCare in 2007 as chief operating officer. Previous roles include president, CEO and director of Aegis Communications, multiple senior executive positions at National Service Industries, a management consultant with Mars & Co and as a senior accountant with Arthur Andersen & Co., where he earned his CPA.

He holds a Bachelor of Science in Commerce from the University of Virginia, and an MBA in Finance from the Wharton School of Business at the University of Pennsylvania.

Michael Odrich – President

Mike Odrich is a Managing Partner and Founder of A&M Capital. Previously, Mr. Odrich was a Managing Director and Global Head of the Private Equity business of Lehman Brothers Holdings Inc. He built, managed and controlled investment oversight of an alternative investment business with 38 different investment strategies and six asset classes with $35 billion of capital under management.

Mr. Odrich currently serves as a director of Med-Metrix, BrightPet Nutrition Group, GS Foods Group, PatientCare EMS Solutions, WHC Energy Services, Talus Payments, Novum Orthopedics, P2P Staffing and Morpheus Data Holdings. He also serves on the Investment Committee for the Stanford University Department of Athletics DAPER Investment Fund.

Mr. Odrich holds a BA from Stanford University and an MBA from Columbia University.

Michael Dost – Vice President

Michael Dost joined PatientCare in October 2020 as Senior Vice President and Chief Financial Officer with overarching responsibilities for all finance and accounting related matters as well as information technology services. He has over 30 years of business and finance experience in the healthcare, consumer products and automotive industries.

Mike is the former CFO for New Jersey Urology, a large managed services organization with 60 locations including patient care, cancer treatment centers and a pathology lab. Previously, Mike served as the CFO for Dental Services Group, Heartland Dental, Learning Resources and Affiliates, GVW Holdings, and the University of Chicago Health System.

Prior to his business career, Mike worked for the administrations of three United States Presidents in the Office of Management and Budget, where he rose to the level of Chief of Health and Human Services.

Mike has a Bachelor of Arts in Political Science from the University of Central Florida and a Master of Arts in Public Policy from the University of Chicago.

ATI Ambulance Location(s)
Hardee County COPCN Item 2

ATI Ambulance will continue to operate based out of Lakeland.

- Address:
  - 3706 DMG Drive, Lakeland, Florida 33811
- Description:
  - This is the headquarter facility for ATI ambulance. That includes a deployment location, Communications Centers, Logistics and Support, and Administrative Offices.
- Hours of Operations:
  - The facility is staffed 24/7 for the Communications Center, Operations Supervisor, ALS Units.
  - The normal Administrative Business hours are Monday through Friday from 8:00 AM until 5:00 PM.
- Staffing:
  - Ambulances area staffed as follows:
    - ALS - Minimum of One (1) Florida Licensed Paramedic, and one (1) Florida Certified EMT.
    - BLS - Minimum of One (1) Florida Certified EMT, and one (1) Emergency Medical Responder
- Phone Number:
  - (863) 698-9764

Ortiz Rosario, Angel	ATI- Field Supervisor	8/9/2022	Paramedic	PMD532813	10/1/2024	12/1/2026
Ortiz-Hernandez, Abral	ATI- Paramedic	8/19/2024	Paramedic	PMD545167	11/23/2024	12/1/2026
Oses, Gustavo	ATI- EMT	7/17/2023	EMT	EMT583884	11/27/2027	12/1/2026
Parker, Haley	ATI-	10/23/2023	EMT	EMT576320	11/23/2024	12/1/2026
Petriella, Zachary	ATI- EMT	10/14/2024	EMT	EMT589571	9/18/2024	12/1/2026
Pewitt, Cody	ATI- EMT	5/5/2020	EMT	EMT569162	11/12/2024	12/1/2026
Powell, Ronald	ATI- EMT	12/5/2016	EMT	EMT21989	11/21/2024	12/1/2026
Ramos, Christopher	ATI- Field Supervisor	3/18/2018	EMT	EMT560120	11/26/2024	12/1/2026
Rhone, Justin	ATI- EMT	5/11/2020	EMT	EMT553227	12/2/2024	12/1/2026
Ripke, Miranda	ATI- EMT	11/11/2024	EMT	EMT582539	11/14/2024	12/1/2026
Romero, Brian	ATI- EMT	9/30/2024	EMT	EMT559070	11/27/2024	12/1/2026
Rushing, Michael	ATI- EMT	3/20/2023	EMT	EMT580998	10/29/2024	12/1/2026
Saenz, Eduardo	ATI- EMT	11/9/2020	EMT	EMT571003	11/16/2024	12/1/2026
Santiago Goyco, Anton	ATI- EMT	11/25/2024	EMT	EMT581290	10/15/2024	12/1/2026
Santiago, Jose	ATI- Field Supervisor	4/30/2018	Paramedic	PMD532865	11/13/2024	12/1/2026
Santiago, Jose A	ATI- EMT	9/3/2024	EMT	EMT590732	12/27/2024	12/1/2026
Sargent, Sarah	ATI- EMT	10/24/2016	EMT	EMT546458	11/5/2024	12/1/2026
Shelton, Zachary	ATI- EMT	1/29/2024	EMT	EMT585553	9/6/2024	12/1/2026
Sidor, Matheu	ATI- EMT	1/20/2025	EMT	EMT588333	6/5/2024	12/1/2026
Smith, Osha	ATI- EMT	8/19/2024	EMT	EMT587925	5/15/2024	12/1/2026
Stevenson, RaShawn	ATI- EMT	7/26/2022	EMT	EMT526589	9/3/2024	12/1/2026
Story, John-Wesley	ATI- Field Supervisor	1/22/2018	EMT	EMT563842	11/8/2024	12/1/2026
Tennis, Justin	ATI- EMT	1/7/2019	EMT	EMT567008	11/30/2024	12/1/2026
Thomas, Jason	ATI- Field Supervisor	10/29/2018	Paramedic	PMD520881	9/20/2024	12/1/2026
Traynham, Kayla	ATI- Paramedic	12/9/2024	Paramedic	PMD545772	6/7/2024	12/1/2026
Traynham, Thomas	ATI- Field Supervisor	9/30/2024	EMT	EMT570322	9/17/2024	12/1/2026
Vazquez Clemente, Jos	ATI- Field Supervisor	3/28/2022	Paramedic	PMD534162	10/25/2024	12/1/2026
Velasquez-Luna, Antho	ATI- EMT	8/22/2016	EMT	EMT553708	8/20/2024	12/1/2026
Villanueva, Alexander	ATI- EMT	6/24/2024	EMT	EMT588257	6/1/2024	12/1/2026
Warfield, Brandon	ATI- EMT	11/11/2024	EMT	EMT588658	6/26/2024	12/1/2026
Watkins, Emily	ATI- EMT	7/22/2024	EMT	EMT590214	10/24/2024	12/1/2026
Wills, Corey	ATI- Field Supervisor	12/4/2017	EMT	EMT560712	10/24/2024	12/1/2026
Ybarra, Edward	ATI- EMT	12/6/2022	EMT	EMT572358	11/5/2024	12/1/2026
Ziter, Adam	ATI- EMT	9/5/2023	EMT	EMT585075	11/28/2026	12/1/2026

EmployeeName	JobTitle	HireDate	Credential	CredentialNumber	ActivationDate	ExpirationDate
Aftaab, Sekunder	ATI- EMT	9/30/2024	EMT	EMT589440	9/6/2024	12/1/2026
Alcantara, Adrianna	ATI- EMT	9/21/2020	EMT	EMT570805	11/12/2024	12/1/2026
Alleva, Wyland	ATI- EMT	6/24/2024	EMT	EMT584929	10/4/2024	12/1/2026
Andrew, Juston	ATI- EMT	11/25/2024	EMT	EMT586883	11/28/2024	12/1/2026
Baker, Shawn	ATI- EMT	7/31/2017	EMT	EMT558115	10/18/2024	12/1/2026
Blank, Shane	ATI- EMT	8/28/2023	EMT	EMT584487	10/2/2024	12/1/2026
Branco, Joseph	ATI- EMT	7/22/2024	EMT	EMT553509	11/7/2024	12/1/2026
Claridy, Kendra	ATI- EMT	2/3/2020	EMT	EMT568534	11/23/2024	12/1/2026
Coates, Michael	ATI- Ast Ops Manager	7/6/2020	Paramedic	PMD8859	10/25/2024	12/1/2026
Cruz, Kiara	ATI- EMT	3/11/2024	EMT	EMT585567	9/27/2024	12/1/2026
Cruz, Noel	ATI- EMT	11/11/2024	EMT	EMT590201	10/24/2024	12/1/2026
Dobbins, Silas	ATI- EMT	8/19/2024	EMT	EMT565615	11/27/2024	12/1/2026
Garcia, George	ATI- EMT	7/27/2020	EMT	EMT555558	9/7/2024	12/1/2026
Gibson, Trinton	ATI- EMT	7/24/2023	EMT	EMT584446	10/31/2024	12/1/2026
Goodwin, Benjamin	ATI- EMT	9/25/2023	EMT	EMT576654	11/10/2024	12/1/2026
Guler, Yusuf	ATI- EMT	1/6/2025	EMT	EMT574759	11/29/2024	12/1/2026
Guzman, Josiah	ATI- EMT	12/9/2024	EMT	EMT583590	11/26/2024	12/1/2026
Harwell, Kimberly	ATI- EMT	6/19/2023	EMT	EMT581349	9/24/2024	12/1/2026
Hendron, Cassandra	ATI- EMT	9/18/2023	EMT	EMT584681	11/19/2024	12/1/2026
Hicks, Alex	ATI- EMT	4/17/2023	EMT	EMT580772	10/24/2024	12/1/2026
Hicks, Molly	ATI- Field Supervisor	9/9/2019	EMT	EMT565266	9/17/2024	12/1/2026
Hill-Finkley, Jessie	ATI- EMT	1/6/2025	EMT	EMT566353	7/30/2019	12/1/2026
Hutt, Matthew	ATI- EMT	11/25/2024	EMT	EMT528288	10/5/2024	12/1/2026
Jaramillo, Diego	ATI- EMT	9/3/2024	EMT	EMT576474	10/19/2024	12/1/2026
Juarbe Rivera, Joshua	ATI- Paramedic	3/27/2023	Paramedic	PMD542602	11/1/2024	12/1/2026
Juergens, Sarah	ATI- EMT	9/30/2024	EMT	EMT584366	10/5/2024	12/1/2026
Keaney, Grace	ATI- EMT	12/11/2023	EMT	EMT581296	11/28/2024	12/1/2026
LaRocca, Ysabel	ATI- EMT	2/5/2024	EMT	EMT585951	11/26/2024	12/1/2026
Lopez, Sara	ATI- EMT	8/28/2023	EMT	EMT583583	11/13/2024	12/1/2026
McKoy, Isaiah	ATI- EMT	11/25/2024	EMT	EMT589484	9/11/2024	12/1/2026
McNulty, Nelson	ATI- Paramedic	12/9/2024	Paramedic	PMD528893	11/5/2024	12/1/2026
Melendez, Jan	ATI- EMT	9/3/2024	EMT	EMT589850	10/3/2024	12/1/2026
Melis, Marie	ATI- EMT	7/22/2024	EMT	EMT590311	11/1/2024	12/1/2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2024

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
Edgewood Partners Ins. Center
P.O. Box 1689
Pearl River NY 10965

CONTACT NAME: Jennifer Gardner
PHONE (A/C, No, Ext): 2016612444 **FAX (A/C, No):** 201-661-2444
E-MAIL ADDRESS: jennifer.gardner@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Indemnity Insurance Company	30830
INSURER B : Ironshore Specialty Insurance Co	25445
INSURER C : Arch Insurance Co.	11150
INSURER D : Coverys Specialty Insurance Company	15686
INSURER E :	
INSURER F :	

INSURED
Medfleet, LLC
12200 US-19 North
Hudson FL 34667

COVERAGES **CERTIFICATE NUMBER:** 2026112525 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	HC7SAC2MCR001	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ n/a
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ Included
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ Included
								$
C	AUTOMOBILE LIABILITY	Y	Y	11CAB1020505	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB OCCUR	Y	Y	005FL000048290	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		11WCI1020305 14WCI1020405	7/1/2024 7/1/2024	7/1/2025 7/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability	Y		HC7SAC2MCR001	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE SAM	1,000,000 3,000,000 Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insureds:

- Paramedics Logistics Operating Company, LLC
- Paramedics Logistics South Dakota, LLC
- Paramedics Logistics Florida, LLC
- Paramedics Logistics Texas, LLC
- The EMS Training School, LLC
- MedFleet LLC

See Attached...

CERTIFICATE HOLDER

Hardee County - BOCC
412 W. Orange St., Room 103
Wauchula FL 33873

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Edgewood Partners Ins. Center	NAMED INSURED Medfleet, LLC 12200 US-19 North Hudson FL 34667
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Professional Liability/General Liability/Umbrella Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract (General Liability and Umbrella)
-Primary & Non-Contributory where required by written contract (General Liability)
-Claims Made coverage applicable to Professional Liability and Umbrella Policies.

Automobile Liability
-Additional Insured where required by written contract
-Waiver of Subrogation where required by written contract
-Primary and Non-Contributory where required by written contract

Workers' Compensation
-Alternate Employer Endorsement
-Waiver of Subrogation as required by written contract

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August 11, 2015

Mr. Richard Jensen
Affordable Transport, Inc.
2901 Brooks Street
Lakeland, Florida 33801

Dear Mr. Jensen,

The Bureau of Emergency Medical Oversight conducted a Compliance Monitoring site survey of your service on June 23, 2015. During the survey some deficiencies were discovered that were not corrected at the time of the survey. These deficiencies were listed on Department of Health Form DH 1265, June 99, Supplemental Inspection Form. These corrections have now been made and you have returned all necessary documentation and are now in compliance with the Compliance Monitoring program.

Enclosed is a post site survey evaluation form designed to assist us in continually improving our Compliance Monitoring program. Please complete the enclosed form and return it to my office at your earliest convenience. I trust that you will share with me any concerns or kudos regarding your site survey.

Thank you for your cooperation during the site survey, and timely response to the required corrective action. If you have any questions, please contact me (850) 245-4440, extension 4053.

Sincerely,

John C. Bixler, Paramedic, RN, BSN
Emergency Medical Services Administrator

JCB/mml

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: Affordable Transport Inc. Date: 06/23/15 Phone: 863-698-9764

County: Polk Type of Inspection: Random

Type of Service: ALS Unit #: 45 and 47

Page __1__ of __1__

Comments (Use additional sheet if necessary)

Personnel Records Inspection----No Deficiencies

Service Records and Facilities Inspection---- Deficiencies 2-No EVOC for Brady or GoPaul. 2-No current CPR for Clock, Desmarais, Marshall, Ortiz, Osbey 2-MD no Current ACLS card for MD 2- (A)MD QA prompt review if run reports 2-(B) MD direct observation of personnel 2-Documentation of (A) and (B). All above deficiencies are category level 1 deficiencies requiring corrective action within 24 hours

2-MD 10 hours of contact time with field level personnel is a category level 2 deficiency and requires corrective Action within 5 working days.

BLS Vehicle Inspection---~~No~~ Deficiencies BLS Unit 45 and BLS Unit 47 2-No two way radio communication is a category level 3 deficiency requiring corrective action within 10 working days.

Unit 45 2-Patient compartment AC not working 2-rear passenger side turn signal not working Both are a Category 2 deficiency and require corrective action within 5 working days

Unit 45 1a- fire extinguisher x 2 (replaced) 1a-2 straps on stretcher(replaced) 1a-no ped BP cuff (replaced) 1a-regulator for portable O2 not working properly (replaced)

Unit 47 1a- Horn not working (corrected) 1a-ped nasal cannula (replaced)

Equipment Test Results Inspection----No Deficiencies

Supervisor Elizabeth Ortiz I thank you for your help during this unannounced inspection

If there is anything the Department can do to assist you in the future please, feel free to call anytime.

Corrective Action Statement is due in our office by COB Monday July 13 2015.

I, the undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative action and penalties as outlined in Section 401, F.S., and Ch. 64J-1, F.A.C. Copy of Inspection report and Corrective Action Statement Received by:

Person in Charge _____ Date: 06/23/15

Inspected by _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Personnel Records (Section 401.31, F.S.)

Service Name: Affordable Transport, Inc. Inspection Date: 06/23/15 Total Number of Personnel: 10 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.	Brady, Jessica	03/18/13	YES	E-535190	CPR-10/15	N/A	07/26/20		YES	YES	YES	N/A
2.	Clock, Tabatha	03/12/15	YES	E-548114	CPR-	N/A	04/07/21	04/18/15	YES	YES	YES	N/A
3.	Campeau, Nick	04/06/15	YES	E-544567	CPR- 3/17	N/A	5/10/19	04/08/15	YES	YES	YES	N/A
4.	Desmarais, Dominic	08/08/14	YES	E-541427	CPR-09/16	N/A	11/05/22	nondriver	YES	YES	YES	N/A
5.	GoPaul, Naaron	03/24/15	YES	E-546404	CPR-11/16	N/A	01/29/18		YES	YES	YES	N/A
6.	Marshall, Keith	04/13/15	YES	P-527162	CPR-	N/A	07/03/18	04/18/15	YES	YES	YES	N/A
7.	Ortiz, Elizabeth	04/29/13	YES	E-526046	CPR-	N/A	05/01/17	04/05/14	YES	YES	YES	N/A
8	Osbey, Jessica	03/11/15	YES	E-548167	CPR-	N/A	08/09/22	04/18/15	YES	YES	YES	N/A
9.	Thomas, Jackson	03/27/15	YES	E-548297	CPR-12/16	N/A	08/11/17	04/18/15	YES	YES	YES	N/A
10												
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22												

6/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Affordable Transport, Inc. Inspection Date: 06/23/15 Phone: 863-698-9764

County: Polk Type of Inspection: Unannounced

License Type: Transport Date of Last Inspection: 12/05/12 License Expiration Date: 03/13/17

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.	N/A
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	N/A
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.	N/A
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)	N/A
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	N/A
B. Record of training.	1	4. Inventory procedures.	N/A
C. Current professional certification.	1a	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.	N/A
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.	N/A
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.	N/A
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.	N/A
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.	N/A
D. Driving record verification.	1	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.	N/A
F. Is trained in safe operation of emergency vehicle – 16 hour E.V.O.C.	2	2. All required inventories and records are maintained at least two years.	N/A
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.	N/A
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	2	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.)	2	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:		11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1
a. Prompt review of run reports.	2	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.	2	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.	2	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.	2	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:

I, the undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative actions and penalties as outlined in Section 401, F.S., and Chapter 64J-1, F.A.C. Copy of Inspection report and Corrective Action Statement

Person in Charge _____ Date: 06/23/15

Inspected By: _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH - EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Affordable Transport Inc. Inspection Date: 06/23/15 Phone: 863-698-9764
County: Polk Type of Inspection: Random Unannounced
Vehicle Information : Unit# 45 Year/Make : 2003 Ford E350 Permit Type ALS Permit# 4814
VIN ------B06061 Tag# MIN876

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. Christine Faucher	Driver	
2. Jackson Thomas	EMT	548297
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
A Head lights (high and low beam) 1
B Turn signals Rear passanger side turn signal not working 2
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 No Radios in front or back 2
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 1a
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 1a
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 2
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 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 1a
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 1a
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-1, 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 ANSI Z87.1 standard 1
33 One bulb syringe separate from obstetrical kit 1
34 One thermal absorbent reflective blanket 1
35 Two multi-trauma dressings 1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
I. Vehicle and Contents ☐ Satisfactory ☐ Unsatisfactory

Comments:

The undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative action and penalties as outlined in Section 401, F.S., and Chapter 64J-1, F.A.C. Copy of Inspection report and Corrective Action Statement Received by

Person in Charge: _____ Date: 06/23/15

Inspected by _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH - EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Affordable Transport Inc. Inspection Date: 06/23/15 Phone: 863-698-9764
County: Polk Type of Inspection: Random Unannounced
Vehicle Information : Unit# 47 Year/Make : 2006 Ford E350 Permit Type ALS Permit# 4647
VIN ———0491 Tag# 908NCI

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. Nick Campeau	EMT	
2. Tabatha Clock	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	
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	1a
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	2
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 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	1a
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-1, F.A.C.	1a
31a. Pediatric length based measurement device for equipment selection and drug dosage	
32. One per crewmember, safety goggles or equivalent meeting ANSI Z87.1 standard	1
33. One bulb syringe separate from obstetrical kit	1
34. One thermal absorbent reflective blanket	1
35. Two multi-trauma dressings	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
1. Vehicle and Contents ☐ Satisfactory ☐ Unsatisfactory

Comments:

I, the undersigned representative of the above service, acknowledge receipt of a copy of this inspection narrative, applicable supplemental inspection reports and corrective action statement (if applicable). In addition, I am aware of the deficiencies listed (if any) and understand that failure to correct the deficiencies within the established time frames will subject the service and its authorized representatives to administrative action and penalties as outlined in Section 401, F.S., and Chapter 64J-1, F.A.C. Copy of Inspection report and Corrective Action Statement Received by

Person in Charge: _____ Date: 06/23/15

Inspected by _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Equipment Test Results

Florida HEALTH

Service Name: Affordable Transport, Inc.

Inspection Date: 06/23/15

Inspector Name: Shelly Lewis

Unit Number: 45

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 properly (Replaced)	Built-in	Portable	Spare	Portable regulator not working
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:

Person in Charge _____ Date: 06/23/15

Inspected by: _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Equipment Test Results

Florida HEALTH

Service Name: Affordable Transport, Inc. **Inspection Date: 06/23/15**

Inspector Name: Shelly Lewis **Unit Number: 47**

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:

Person in Charge: _____ Date: 06/23/15

Inspected by _____ Date: 06/23/15

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
INSPECTION CORRECTIVE ACTION STATEMENT

This is to verify that the deficiencies of Section 401, Florida Statutes and Chapter 64J-1, Florida Administrative Code cited on _____ at _____ have been corrected.
(Date) (Name of ambulance service)

The below details the action taken to correct all deficiencies within the time frames noted on reverse side. The completed corrective action statement and documentation of corrected deficiencies must be received by the Bureau of Emergency Medical Oversight/EMS within 14 working days of the inspection.

Deficiencies	**Corrective Action Taken**	**Date Corrective Action Completed**

Date: _____ Signature: _____ Title: _____

Please return to:
Department of Health
Bureau of Emergency Medical Oversight/EMS
4052 Bald Cypress Way, Bin A-22
Tallahassee, FL 32399-1722
Telephone: (850) 245-4440
Fax: (850) 245-4378

INSPECTION CORRECTIVE ACTION STATEMENT MUST BE RECEIVED IN OUR OFFICE NO LATER THAN
Monday July 13 2015

Page ___ of ___

DH Form 1831, December 2008

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
INSPECTION CORRECTIVE ACTION STATEMENT

Florida Administrative Code, Chapter 64J-1.018(3)(a)(b)
(3) Corrective Action:
(a)Corrective Action Time Frames
Corrective Action Time Frames - Based on the violation category definitions listed above, the following corrective action time frames and administrative action guidelines shall apply:

Category 1 - life saving equipment, medical supplies, drugs, records, or procedures.
Any item in this category found deficient constitutes noncompliance and shall require action by the service provider within 24 hours to replace or correct the deficiency noted in the inspection to avoid administrative action by the department;

Category 2 - Intermediate support equipment, medical supplies, drugs, records or procedures.
Any item in this category found deficient constitutes noncompliance and shall require action by the service provider within 5 working days (Monday - Friday) of the inspection to replace or correct the deficiency noted to avoid administrative action by the department.

Category 3 - Minimal support equipment, medical supplies, records or procedures.
Any item in this category found deficient constitutes noncompliance and shall require action by the service provider within 10 working days (Monday - Friday) of the inspection to avoid administrative action by the department.

(b) Inspection Corrective Action statement - Upon completion of an inspection in which deficiencies were noted, the EMS provider shall be given an DH Form 1831, October 2005, Inspection Corrective Action Statement, which is incorporated by reference and available from the department. This form documents the corrective action that must be taken by the EMS provider to correct the inspection deficiencies and the time frames within which the correction action must be taken. The completed DH Form 1831, documentation of the corrective action taken, must be received by the department within 14 working days (Monday - Friday) of the inspection. Failure of the EMS provider to submit the corrective action statement or correct identified deficiencies within the required time frames is grounds for disciplinary action under Section 401, F.S.

(4) A copy of the Inspection Corrective Action Statement shall be maintained by the provider for a period of 3 years.

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
INSPECTION CORRECTIVE ACTION STATEMENT

DEPC
JUL 15
Director's Office

This is to verify that the deficiencies of Section 401, Florida Statutes and Chapter 64J-1, Florida Administrative Code cited on 6/23/15 (Date) at Affordable transport (Name of ambulance service) have been corrected.

The below details the action taken to correct all deficiencies within the time frames noted on reverse side. The completed corrective action statement and documentation of corrected deficiencies must be received by the Bureau of Emergency Medical Oversight/EMS within 14 working days of the inspection.

Deficiencies	Corrective Action Taken	Date Corrective Action Completed
-Unit 45 / Patient A/C not working. Compartment	A/C Fixed @ Bud Auto shop	6/25/15
-Rear passenger turn signal out in 45	Replaced Bulb	6/25/15
-45 Fire Extinguisher	Replaced with 2 inspected extinguishers	6/25/15
-45 Strap on STR	Added strap on STR	6/25/15
-45 No Ped. BP cuff	Added Ped. BP cuff	6/23/15
-45 O^2 regulator not working	Replaced	6/23/15
-47 - Horn not working	Fixed @ Buds Auto	6/25/15
-CPR certs for Clock, Desmarais, Ortiz, Marshall + Osbey	Placed copies of each CPR card in employee file	6/24/15
-EVOC for Brady + Gaspard	copies in employee files	6/24/15
-MD QA prompt reviews of reports	MD Joseph Bahal completed QA	6/26/15
-MD 10 Hrs of contact time Documentation	Documented Contact time	6/26/15

Date: 7/8/15 Signature: Richard Johnson Title: Asst Director

Please return to:
Department of Health
Bureau of Emergency Medical Oversight/EMS
4052 Bald Cypress Way, Bin A-22
Tallahassee, FL 32399-1722
Telephone: (850) 245-4440
Fax: (850) 245-4378

INSPECTION CORRECTIVE ACTION STATEMENT MUST BE RECEIVED IN OUR OFFICE NO LATER THAN Monday July 13 2015

Page ___ of ___

DH Form 1831, December 2008

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: AFFORDABLE TRANSPORT INCD – LIC # 10001 **Inspection Date: 08/03/2023**

County: Polk **Type of Inspection: Unscheduled**

License Type: ALS Transport **Date of Last Inspection: 01/26/2017** **License Expiration Date: 01/18/2025**

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.)	N/A	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.)	1	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 in 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.)	1
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: Does not have a written policy for storage and handling of medications and fluids / approved CID by medical director.

Compliance Officer: Jennifer McManus

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: AFFORDABLE TRANSPORT INC LIC # 10001 **Unit# BLS 47** **Type: BLS / ALS**

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

MEDICATIONS	WT/VOL	QTY		MEDICAL EQUIPMENT (Cont.)		
1. Atropine Sulfate	1MG / 10ML	3	1	n. Intraosseous needles 15 or 16 gauge and three way stop-cocks. As allowed by medical director.		1
2. Dextrose, 50 percent	25g/50ml	1	1	o. Syringes from 1 ml. To 20 ml.		1
3. Epinephrine HCL	1: 1,000 1MG/ML	2	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 1MG/10ML	4	1	q. Adult and pediatric monitoring electrodes.		1
5. Ventricular dysrhythmic	Amiodarone 150mg/3ml	3	1	r. Pacing electrodes, if monitor or defibrillator requires.		1
6. Benzodiazepine sedative/anticonvu lsant	VERSED	2		s. Glucometer approved by the Medical Director		1
7. Naloxone (Narcan)	1 mg / 2ml	2	1	t. Approved sharps container per Chapter 64J-E, F.A.C		1
8. Nitroglycerin	0.4mg SPRAY	1	1	u. Flexible suction catheters		1
9. Inhalant beta adrenergic agent	Nebulizer apparatus approved by the Medical Director	Albuterol & Atrovent 4	1	v. Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient		1
				w. Pediatric length-based measurement tape for equipment selection and drug dosage		1

IV SOLUTIONS MINIMUM QTY	MINIMUM AMOUNTS					
1. Lactated ingers or Normal Saline	NSS 1000'CC	2	1	**Other ALS Requirements**		

Medical Equipment			
a. Laryngoscope handle with batteries		1	
b. Laryngoscope blades, adult, child and infant sizes		1	
c. Pediatric IV arm board or splint appropriate for IV stabilization		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	
e. Pediatric and adult endotracheal tube stylets.		1	
f. Pediatric and adult Magill forceps.		1	
g. Device for intratracheal meconium suctioning in newborns		0	
h. Tourniquets		1	
i. IV cannula between 14 and 24 gauge		1	
j. Micro drip sets		1	
k. Macro drip sets		1	
l. IV pressure infuser		1	
m. Needles between 18 and 25 gauge		1	

1. Standing orders – authorized by current medical director within last 24 months	1
2. Controlled substances stored in a locked drug compartment.	1
3. Controlled substance written vehicle log:	1
A. Inventory conducted at beginning and end of shift.	1
B. Log consecutively, permanently numbered pages.	1
C. Log on each vehicle specifies:	1
1. Vehicle unit or number;	1
2. Name of employee conducting inventory;	1
3. Date and time of inventory;	1
4. Name, weight, volume or quantity and expiration date of each controlled substance;	1
5. Run report no. (if administered);	1
6. Each amount administered or disposed;	1
7. Printed name and signature of administering Paramedic or another authorized licensed professional.	1
8. Printed name and signature of person witnessing the disposal of each unused portion.	1

Comments: A BLS truck had been upgraded to ALS for the day to meet operational needs. The highlighted items were missing and will be ordered immediately. They are in the process of replacing IO drills with manual IO needles. Adult electrodes and defibrillation pads were present but pediatric electrodes and defibrillation pads were not on the ambulance. An Atropine that expired on 07/31/2023 was found but was immediately replaced prior to the inspection being finalized. Pediatric arm board for IV stabilization was not present.

Compliance Officer: Jennifer McManus

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service: AFFODABLE TRANSPORT INC. LIC #10001 Inspection Date: 08/03/2023

County: Polk Type of Inspection: Unscheduled

Vehicle Information: Unit# BLS 47 Year/Make: 2019 FORD TRANSIT 250 Permit Type: BLS Permit# BLS 006294

: FDYR2CM7KKB31769 Tag #: MIU 30M

Inspection Codes:
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3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
BRYAN ANTHONY ADLER	EMT	582369
CALEB LIAM DULIN	PARAMEDIC	255235

Crew credentials: Section 401.27(1) And 401.281, F.S. 1

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. Taillights	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
wo 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)	
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 cannula 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. 31a. Pediatric length-based measurement device for equipment selection and drug dosage	1
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. **I. Vehicle and Contents X Satisfactory ☐ Unsatisfactory**	

Comments: Bulb syringe separate from obstetrical kit was not present.

Jennifer McManus

8/28/2024

MedFleet, Llc. Dba ATI Ambulance #10080
3706 DMG Drive
Lakeland, FL 33811

Dear Mr. Haff,

Congratulations on your outstanding Compliance Monitoring site survey conducted on 08/27/2024, by the Bureau of Emergency Medical Services. Your vehicles and service records were outstanding, and we found no deficiencies during our visit. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

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.
https://www.surveymonkey.com/r/ReviewerBentley

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Brian J. Bentley

Brian J. Bentley, Region 4 EMS Coordinator
Bureau of Emergency Medical Oversight

Enclosure:
Records and Facilities
Records Supplemental
ALS/BLS Inspection
Site Visit Narrative

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: MedFleet, Llc. Dba ATI Ambulance #10080 **Inspection Date:** 08/27/2024 **Unit No. Last 4 VIN** 4677

Inspection Codes:
1 = Item meets inspection criteria.
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Rating Categories:
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2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

ALS EQUIPMENT AND MEDICATIONS

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			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 I mg/10cc		1	q. Adult and pediatric monitoring electrodes.		1
5. Ventricular dysrhythmic			1	r. Pacing electrodes if monitor or defibrillator requires.		1
6. Benzodiazepine sedative/anticonvu lsant				s. Glucometer approved by the Medical Director		1
7. Naloxone (Narcan)	1 mg/ml 2 mg amp.		1	t. Approved sharps container per Chapter 64J-E, F.A.C		1
8. Nitroglycerin	0.4 mg	Spray or tablet	1	u. Flexible suction catheters		1
9. Inhalant beta-adrenergic agent	Nebulizer apparatus approved by the Medical Director		1	v. Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient		1
				w. Pediatric length-based measurement tape for equipment selection and drug dosage		1

IV SOLUTIONS MINIMUM QTY	MINIMUM AMOUNTS		
1. Lactated Ringers or Normal Saline		In any combination	1

Medical Equipment		
a. Laryngoscope handle with batteries		1
b. Laryngoscope blades, adult, child and infant sizes		1
c. Pediatric IV arm board or splint appropriate for IV stabilization		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
e. Pediatric and adult endotracheal tube stylets.		1
f. Pediatric and adult Magill forceps.		1
g. Device for intratracheal meconium suctioning in newborns		1
h. Tourniquets		1
i. IV cannula between 14 and 24 gauge		1
j. Micro drip sets		1
k. Macro drip sets		1
l. IV pressure infuser		1
m. Needles between 18 and 25 gauge		1

Other ALS Requirements	
1. Standing orders – authorized by current medical director within last 24 months	1
2. Controlled substances stored in a locked drug compartment.	1
3. Controlled substance written vehicle log:	1
A. Inventory conducted at beginning and end of shift.	1
B. Log consecutively, permanently numbered pages.	1
C. Log on each vehicle specifies:	1
1. Vehicle unit or number;	1
2. Name of employee conducting inventory;	1
3. Date and time of inventory;	1
4. Name, weight, volume or quantity and expiration date of each controlled substance;	1
5. Run report no. (if administered);	1
6. Each amount administered or disposed;	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:

Compliance Officer: Brian J. Bentley

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: MedFleet, Llc. Dba ATI Ambulance #10080 **Inspection Date:** 8/27/2024 **County:** Polk **Type of Inspection:** Announced

hicle Information: Last 4 VIN 6647 **Year/Make:** 2019 Ford Transit 250 **Permit Type:** ALS/BLS/T **Permit#** ALS/26202 BLS/7444

VIN 1FDYR2CM3KKA96647 **Tag#** RHGR65

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Rating Categories:
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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
Adrianna Alcantara	EMT	570805
Sara Cruz	PMD	541470

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. Taillights	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
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)	
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 cannula 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. 31a. Pediatric length-based measurement device for equipment selection and drug dosage	1
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. **I. Vehicle and Contents ✱ Satisfactory ☐ Unsatisfactory**	

Comments:

Brian J. Bentley

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: MedFleet, Llc. Dba ATI Ambulance #10080 **Inspection Date:** 08/27/2024
County: Polk **Type of Inspection:** Scheduled

License Type: ALS/BLS/T **Date of Last Inspection:** New **License Expiration Date:** 03/23/2025

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 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew 1988 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 in 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.	1	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	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:

Compliance Officer: Brian J. Bentley

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Personnel Records (Section 401.31, F.S.)

Service Name: **MedFleet, Llc. Dba ATI Ambulance #10080** Inspection Date: 08/27/2024 Total Number of Personnel: 45 Number of Files Reviewed: 5

Inspector Name: Brian J. Bentley

	Name of Personnel – EMT/PMD/RN # *John Doe, PMD/EMT or RN XXXXXX*	Date of Employment	Record of Training Yes/No	EMT/Para. Cert. Type and Exp. Date 12/1/2024	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 0r Drug Yes/No	Phys. or Mental Yes/No	18 YOA Yes/No	First Aid or Personal Safety Card Yes/No Exp. Date
1.	Adrianna Alcantara EMT570805	9/24/2020	YES	EMT	CPR 12/24	N/A	4/25/2025	4/10/2023	N/A	N/A	N/A	N/A
2.	Wayland Allevia EMT584929	6/24/2024	YES	EMT	CPR 1/25	N/A	2/06/2025	8/02/2024	N/A	N/A	N/A	N/A
3.	Sara Cruz PMD541470	1/10/2024	YES	PMD	ACLS 12/25	N/A	8/23/2032	1/11/2024	N/A	N/A	N/A	N/A
4.	Frank Fernandez EMT547981	6/30/2020	YES	EMT	CPR 6/26	N/A	8/02/2030	11/25/2024	N/A	N/A	N/A	N/A
5.	Benjamin Goodman EMT576654	9/25/2023	YES	EMT	CPR 9/25	N/A	7/21/2029	11/27/2023	N/A	N/A	N/A	N/A

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: **MedFleet, Llc. Dba ATI Ambulance #10080** Date 8/27/2024 County: Polk

Page __1__ of __1__

Comments (Use additional sheet if necessary)

Records and Facilities: Very well organized and clean facilities. No deficiencies found.

Records Supplemental: All personnel records in order and up to date. No deficiencies found.

ALS Inspection: Equipment clean and was a well-stocked Engine. Crew was a pleasure to talk to. No deficiencies found.

BLS Inspection: In order and well stocked. No deficiencies found.

Thank you, Brian Haff, Jeff Taylor, and your staff. Your attention to detail is outstanding. It was a pleasure visiting your facility. If you should have any questions in the future, please do not hesitate to ask.

Site reviewer: Brian J. Bentley

MED FLEET AMBULANCE

"State the Facts Showing the Demand"
Hardee County COPCN Item 5

This is not an addition of MedFleet, LLC. as a new provider. This is a name change of the "Affordable Transport, Inc." naming on the COPCN to "MedFleet, LLC. dba ATI Ambulance", which is subsequent to an asset purchase of Affordable Transport, Inc. This transaction occurred on March 1, 2024 and MedFleet, LLC. is now the parent Company and will be "Doing Business As" ATI Ambulance.

All required paperwork has been submitted to and approved by the Florida Secretary of State for the Fictious Business Name. This is not a service change but a name change only.

What MedFleet, LLC. dba ATI Ambulance provides is a 32-year history of providing services to the Communities that we serve. MedFleet provides Advanced and Basic Life Support Ambulances, Critical Care Paramedic Ambulances, Non-Medical Stretcher vehicles, and Community Paramedicine to the County.

Medfleet LLC as a corporation has 55 Florida State certified ambulances with additional 7 non-medical stretcher trucks that would benefit Hardee County as a COCPN holder for evacuation and emergency response for disaster. This also allows us to provide inter-facility transports for Advent Health Wauchula as a part of a Division-Wide Agreement with Advent Health.

MED FLEET AMBULANCE

"A Proposed schedule of rates, fares, and charges"
Hardee County COPCN Item 6

Rate Description	LOS	Type	HCPC Code	2025 UCR
ALS 1 Emergent	ALS	Base Rate	A0427	$ 975.71
ALS 1 Non Emergent	ALS	Base Rate	A0426	$ 777.26
ALS 2	ALS	Base Rate	A0433	$ 1,168.65
BLS Emergent	BLS	Base Rate	A0429	$ 647.17
BLS Non Emergent	BLS	Base Rate	A0428	$ 452.03
Specialty Care Transport (Critical Care Paramedic)	SCT	Base Rate	A0434	$ 1,941.50
Stretcher Transport Charge	Stretcher	Base Rate	A0110	$ 330.75
Ambulance Mileage (ALL)	ALL	Mileage	A0425	$ 19.42
Stretcher Mileage Charge	Stretcher	Mileage	T2049	$ 11.03
Dead Head per Hr >100miles	ALL	Miscellaneous	A0999	$ 385.88
EKG	ALL	Miscellaneous	A0398	$ 194.15
Extra ambulance attendant (ALS, BLS, SCT)	ALL	Miscellaneous	A0424	$ 161.79
Flight Crew Only	ALL	Miscellaneous	A0999	$ 194.15
ft Assist	ALL	Miscellaneous	A0999	$ 453.02
Lodging	ALL	Miscellaneous		$ 388.30
Non Sufficient Funds Charge	ALL	Miscellaneous	A0999	$ 161.79
Treatment W/O Transport	ALL	Miscellaneous	A0998	$ 388.30
Oxygen	ALL	Oxygen	A0422	$ 126.79
Special Event ALS Dedicated	ALS	Special Event		$ 385.88
Special Event BLS Dedicated	BLS	Special Event		$ 259.09
Special Event CCT Dedicated	SCT	Special Event		$ 606.38
ALS Wait Time - Hour (After 45 minutes for every 15 minutes or fraction thereof)	ALS	Wait Time	A0420	$ 243.93
BLS Wait Time - Hour (After 45 minutes for every 15 minutes or fraction thereof)	BLS	Wait Time	A0420	$ 113.01
SCT Wait Time - Hour (After 45 minutes for every 15 minutes or fraction thereof)	SCT	Wait Time	A0420	$ 485.38
Stretcher Wait Time - Hour (After 45 minutes for every 15 minutes or fraction thereof)	Stretcher	Wait Time	A0420	$ 82.69
Bariatric Add-On	Add-On	Add-On	A0999	$ 330.75

ATI Ambulance Location(s)
Hardee County COPCN Item 7

ATI Ambulance will continue to operate based out of Lakeland.

- Address:
  - 3706 DMG Drive, Lakeland, Florida 33811
    - This is the headquarter facility for ATI ambulance. That includes a deployment location, Communications Centers, Logistics and Support, and Administrative Offices.
  - 6100 Lake Ellenor Drive, Suit 100-D, Orlando, FL. 32809

HARDEE COUNTY BOARD OF COUNTYCOMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN CERTIFICATE VEHICLES

Date: _____

Unit #	Vehicle Type:	Year/Make	Model	Vehicle Identification #	Mileage

Attach additional page(s), if necessary

MEDFLEET LLC dba ATI Ambulance

Unit Nar	Year	TAG	Mileage	VIN	Type of Vehicle	State ALS Permi	State BLS Permit
DC01	2022	MIV99T	114,555	1FDBR1CGXNKA76197	Ford Transit 250 type II	26204	7446
DC02	2022	MIV01U	114,684	1FDBR1CG7NKA73256	Ford Transit 250 type II	26205	7447
DC03	2023	RKGR68	72,373	1FDBR1CG6PKA23709	Ford Transit 250 type II	26206	7448
DC04	2023	RGKR62	91,224	1FDBR1CG1PKA11516	Ford Transit 250 type II	26207	7449
DC05	2019	RKGR59	347,195	1FDYR2CMXKKA96645	Ford Transit 250 type II	26198	7470
DC06	2019	RKGR69	325,597	1FDYR2CM1KKA96646	Ford Transit 250 type II	26199	7441
DC07	2019	RKGR63	333,714	1FDYR2CM0KKA96640	Ford Transit 250 type II	26200	7442
DC08	2019	RKGR66	353,160	1FDYR2CM6KKA96643	Ford Transit 250 type II	26201	7443
DC09	2019	RKGR65	300,671	1FDYR2CM3KKA96647	Ford Transit 250 type II	26202	7444
DC10	2019	RKGR64	361,434	1FDYR2CM5KKA96648	Ford Transit 250 type II	26203	7445
DC11	2023	RKVT80	46,892	1FDBR1CG5PKA84016	Ford Transit 250 type II	26208	7450
DC12	2023	RKVT77	59,045	1FDBR1CG9PKA84083	Ford Transit 250 type II	26209	7451
DC45	2017	RKGR67	294,227	1FDYR2CM2HKA15419	Ford Transit 250 type II	26210	7452
DC46	2017	MIT68Q	310,636	1FDYR2CM9HKA02716	Ford Transit 250 type II	26211	7453
DC47	2019	MIV00U	316,389	1FDYR2CM7KKB31769	Ford Transit 250 type II	26212	7454
DC50	2019	96ERAE	294,639	1FDYR2CM7KKA96649	Ford Transit 250 type II	26214	7456
DC51	2016	RKGR79	355,799	1FDYR2CM0GKA96581	Ford Transit 250 type II	26215	7457
DC52	2016	RKGR80	417,290	1FDYR2CM0GKA96578	Ford Transit 250 type II	26216	7458
DC53	2017	RKGR61	342,879	1FDYR2CM7HKA02715	Ford Transit 250 type II	26217	7459
DC54	2017	RKGR81	309,650	1FDYR2CM3HKA02713	Ford Transit 250 type II	26218	7460
DC55	2019	RKGR75	295,800	1FDYR2CM4KKB31762	Ford Transit 250 type II	26219	7461

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26204 / 7446

Manufacturer: FORD Year/Model: 2022 Transit

Vehicle Identification Number: 1FDBR1CGXNKA76197

Mileage: 114,555 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 01 License Plate Number: MIV99T

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26205 / 7447

Manufacturer: FORD Year/Model: 2022 Transit

Vehicle Identification Number: 1FDBR1CG7NKA73256

Mileage: 114,684 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 02 License Plate Number: MIV01U

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26206 / 7448

Manufacturer: FORD Year/Model: 2023Transit

Vehicle Identification Number: 1FDBR1CG6PKA23709

Mileage: 72,373 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 03 License Plate Number: RKGR68

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26207 / 7449

Manufacturer: FORD Year/Model: 2023Transit

Vehicle Identification Number: 1FDBR1CG1PKA11516

Mileage: 91,224 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 04 License Plate Number: RKGR62

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26198 / 7440

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CMXKKA96645

Mileage: 347,195 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 05 License Plate Number: RKGR59

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26199 / 7441

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CM1KKA96646

Mileage: 325,597 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 06 License Plate Number: RKGR69

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26200 / 7442

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CM0KKA96640

Mileage: 333,714 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 07 License Plate Number: RKGR63

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26201/ 7443

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CM6KKA96643

Mileage: 353,160 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 08 License Plate Number: RKGR66

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26202 / 7444

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CM3KKA96647

Mileage: 300,671 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 09 License Plate Number: RKGR65

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC. dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26203 / 7445

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDBR2CM5KKA96648

Mileage: 361,434 Color Scheme: White with green name decal
(Attach photograph of vehicle)

Unit Number: DC 10 License Plate Number: RKGR64

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26208 /7450

Manufacturer: FORD Year/Model: 2023 Transit

Vehicle Identification Number: 1FDBR1CG5PKA84016

Mileage: 46,892 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 11 License Plate Number: RKVT80

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26209 /7451

Manufacturer: FORD Year/Model: 2023 Transit

Vehicle Identification Number: 1FDBR1CGPKA84083

Mileage: 59,045 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 12 License Plate Number: RKVT77

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26210 /7452

Manufacturer: FORD Year/Model: 2017Transit

Vehicle Identification Number: 1FDYR2CM2HKA15419

Mileage: 294,227 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 45 License Plate Number: RKGR67

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26211 /7453

Manufacturer: FORD Year/Model: 2017Transit

Vehicle Identification Number: 1FDYR2CM9HKA02716

Mileage: 310,636 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 46 License Plate Number: MIT68Q

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26212 /7454

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDYR2CM7KKB31769

Mileage: 316,389 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 47 License Plate Number: MIV00U

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26214 /7456

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDYR2CM7KKA96649

Mileage: 294,639 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 50 License Plate Number: 96ERAE

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26215 /7457

Manufacturer: FORD Year/Model: 2016 Transit

Vehicle Identification Number: 1FDYR2CM0GKA96581

Mileage: 355,799 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 51 License Plate Number: RKGR79

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26216 /7458

Manufacturer: FORD Year/Model: 2016 Transit

Vehicle Identification Number: 1FDYR2CM0GKA96578

Mileage: 417,290 Color Scheme: White with greem name decal

(Attach photograph of vehicle)

Unit Number: DC 52 License Plate Number: RKGR80

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26217 / 7459

Manufacturer: FORD Year/Model: 2017 Transit

Vehicle Identification Number: 1FDYR2CM7HKA02715

Mileage: 342,879 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 53 License Plate Number: RKGR61

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26218 / 7460

Manufacturer: FORD Year/Model: 2017 Transit

Vehicle Identification Number: 1FDYR2CMHKA02713

Mileage: 309,650 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 54 License Plate Number: RKGR81

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: MEDFLEET LLC,dba ATI AMBULANCE

Business Address: 3706 DMG Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 863 698-9764

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: 26219 / 7461

Manufacturer: FORD Year/Model: 2019 Transit

Vehicle Identification Number: 1FDYR2CM4KKB31762

Mileage: 295,800 Color Scheme: White with greem name decal
(Attach photograph of vehicle)

Unit Number: DC 55 License Plate Number: RKGR75

Signature | Director of Support Service (Title) | 1/15/2025 (Date)

MED FLEET AMBULANCE

"Communications System"
Hardee County COPCN Item 10

Medfleet LLC. dba ATI Ambulances uses Sonim 10 radios on AT&T First Net network for internal communication with company Dispatch Center. All Medfleet, LLC. dba ATI Ambulances have UHF radios with State Standard local Med Channels. We will be submitting application with the Federal Communications Commission for a radio license with assigned frequency.

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

Division of Telecommunications
4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

August 2, 2024

Brian Haff
Director of Support Services
Medfleet, LLC
dba ATI Ambulance
12200 US 19
Hudson, FL 33811

Dear Mr. Haff:

This Letter is in response to your request for a radio eligibility determination for Medfleet, LLC, dba ATI Ambulance, for operation in Polk County, Florida.
I am pleased to inform you that Medfleet, LLC, dba ATI Ambulance has been determined to be eligible for public safety radio communications within the State of Florida, for interfacility-only operation.
This letter is required to accompany your Federal Communications Commission (FCC) radio license application.

Should you have any questions or concerns, please contact me directly at (850) 922-7419, or email kyle.salas@dms.fl.gov.

Sincerely,

Kyle T Salas

Kyle T Salas
Engineering Specialist III

EMERGENCY MEDICAL SERVICE

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, OSCEOLA COUNTY provides quality emergency medical services to the citizens of Osceola County; and

WHEREAS, there has been demonstrated that there is a need for MEDFLEET, LLC dba ATI Ambulance to operate in the County to provide certain essential services to the citizens of the County, non-emergency ALS transportation, emergency inter-facility ALS transportation, and may provide emergency transportation following the specific request by the County;

and

WHEREAS, MEDFLEET. LLC dba ATI Ambulance will comply with all the requirements of Florida Statute 401 and Department of Health and Rehabilitative Service Rule 64J-1. The Board of County Commissioners of Osceola County hereby issues a Certificate of Public Necessity for MEDFLEET, LLC dba ATI Ambulance for the period beginning October 7, 2024 to March 31, 2026.

In issuing this certificate, it is understood that MEDFLEET, LLC dba ATI Ambulance, Inc. will provide services on a twenty-four hour basis for Osceola County, Florida.

Osceola County, Florida

Chair/Vice Chair
Osceola County Board of County Commissioners

SECOND AMENDMENT TO
NON-EXCLUSIVE AMBULANCE FRANCHISE AGREEMENT

THIS SECOND AMENDMENT is made and entered into this 25 day of June, 2024, and is to that certain Agreement made and entered into on the 27th day of June, 2023, between **MEDFLEET LLC DBA ATI AMBULANCE** formerly known as **AFFORDABLE TRANSPORT INC.**, whose address is 12200 US Highway 19, Hudson, FL 34667, referred to as "**PROVIDER**", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, referred to as "**COUNTY**" ("Agreement").

W I T N E S S E T H:

WHEREAS, PROVIDER and COUNTY entered into the above referenced Agreement on June 27, 2023, to provide a non-exclusive ambulance service franchise for all the geographical territory of Seminole County, Florida to the residents of Seminole County, Florida, in accordance with Chapter 17 of the Seminole County Code; and

WHEREAS, the parties entered into the First Amendment to Non-Exclusive Ambulance Franchise Agreement on April 23rd, 2024 ("First Amendment") to amend the Agreement to delete and replace Exhibit A; and

WHEREAS, "Medfleet, LLC dba ATI Ambulance" acquired Affordable Transport, Inc. on March 1, 2024; and

WHEREAS, the parties desire to amend the Agreement and First Amendment to replace Affordable Transport, Inc. with "Medfleet, LLC dba ATI Ambulance" as the PROVIDER under the Agreement; and

WHEREAS, Section 23 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/26/2024 13:34:29 -04:00
eCertified Id: B6D1-92FD-841Z
Page 1 of 3

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. The "PROVIDER", as referenced in the Agreement and First Amendment, shall be "Medfleet, LLC dba ATI Ambulance, whose address is 12200 US Highway 19, Hudson, FL 34667". Affordable Transport, Inc. shall no longer be a party to the Agreement.

2. Medfleet, LLC dba ATI Ambulance hereby consents and agrees to be bound by the terms and conditions of the Agreement and First Amendment as the PROVIDER and assumes all obligations and responsibilities of the PROVIDER pursuant to the Agreement.

3. Section 24. Notices of the Agreement is hereby amended to provide the following information for PROVIDER:

Medfleet, LLC dba ATI Ambulance
12200 US Highway 19
Hudson, FL 34667

4. Except as modified by this Second Amendment, all terms and conditions of the Agreement remain in full force and effect for the term of the Agreement. The Second Amendment, First Amendment and the Agreement shall be collectively referred to as the "Agreement".

IN WITNESS WHEREOF, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

WITNESS

Brian W Hart
PRINT NAME

WITNESS

Shyler Coons
PRINT NAME

MEDFLEET, LLC dba ATI AMBULANCE

By: _____
JEFF TAYLOR, Chief Operating Officer

Date: 6/7/24

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/26/2024 13:34:29 -04:00
eCertified Id: B6D1-92FD-841Z
Page 2 of 3

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, MEDFLEET, LLC DBA ATI AMBULANCE, formerly known as AFFORDABLE TRANSPORT, INC., desires to provide emergency medical services to the citizens of Seminole County; and

WHEREAS, AFFORDABLE TRANSPORT, INC. was issued a Certificate of Public Convenience and Necessity (COPNC) by Seminole County, Florida, on June 27, 2023; and

WHEREAS, MEDFLEET, LLC DBA ATI AMBULANCE acquired AFFORDABLE TRANSPORT, INC. on March 1, 2024 which requires a COPCN name change; and

WHEREAS, it has been demonstrated that there is still a need for ambulance service to be provided to the citizens of Seminole County; and

WHEREAS, MEDFLEET, LLC DBA ATI AMBULANCE has indicated that it will comply with all requirements of Chapter 401, Florida Statutes, as that statute may be amended from time to time, and Chapter 17, Seminole County Code, the Board of County Commissioners of Seminole County hereby issues a Certificate of Public Convenience And Necessity to MEDFLEET, LLC DBA ATI AMBULANCE from March 1, 2024 to June 30, 2026.

IN ISSUING THIS CERTIFICATE, it is understood that MEDFLEET, LLC DBA ATI AMBULANCE will meet the requirements of State law, County ordinances, and all other legal requirements and provide private ALS Transport, BLS Transport, ALS Interfacility Transport and BLS Interfacility Transport services on a twenty-four (24) hour basis for the following areas: all geographical boundaries within Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
JAY ZEMBOWER, Chairman

Date: June 25, 2024

T:\Users\Legal Secretary CSB\Public Safety\2024\COPCN Name Change Medfleet.docx

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/26/2024 13:33:07 -04:00
eCertified Id: 4CD5-79FB-F5CZ

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:
JAY ZEMBOWER, Chairman

Date: June 25, 2024

As authorized for execution by the
Board of County Commissioners at their
June 25, 2024 regular
meeting.

C:\Users\nborkert\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\DXGE22J0\Affordable Transport Inc. 1am.docx

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 06/26/2024 13:34:29 -04:00
eCertified Id: B6D1-92FD-841Z
Page 3 of 3

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

WHEREAS, **Medfleet LLC d/b/a ATI Ambulance**, has requested authorization to provide Type G, Advanced Life Support (ALS) Inter-facility Transport Service in Polk County; and;

WHEREAS the above-named service affirms that it will maintain compliance with the requirements of Chapter 401, Florida Statutes; the Rules of the Department of Health; Chapter 64J-1, Florida Administrative Code; and the Polk County Code of Ordinances.

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type G, Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 10-066 to **Medfleet LLC d/b/a ATI Ambulance**, provide services within the incorporated and unincorporated areas of Polk County, Florida, with the limitations as prescribed herein.

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, **Medfleet LLC d/b/a ATI Ambulance** agrees to indemnity Polk County, Florida, for any claims or losses arising out of its operations.

Limitations: This COPCN Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code (F.A.C.), the Polk County Code of Ordinance and should the provider refuse to provide or deny medical ambulance inter-facility ground transport service to medically needy patients. This certificate shall not be transferrable, either voluntarily or by operations of law, without prior written approval by the county.

Date of issue: September 3, 2024

Date of Expiration: September 3, 2029
(Unless suspension or revocation is prior thereto

W.C. Braswell, Chairperson, Board of County Commissioners

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

WHEREAS, **Medfleet LLC d/b/a ATI Ambulance,** requested authorization to provide Type H: Basic Life Support ("BLS") Interfacility Transport Service in Polk County; and,

WHEREAS, the above-named service affirms that it will maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1, Florida Administrative Code., and the Polk County Code of Ordinances;

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type H Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 12-029 to **Medfleet LLC d/b/a ATI Ambulance** to provide services within the incorporated and unincorporated areas of Polk County, Florida with the limitations as prescribed herein.

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, the provider agrees to indemnify Polk County, Florida for any claims or losses arising out of its operations.

Conditions of Approval: **Medfleet LLC d/b/a ATI Ambulance** must provide proof of becoming a licensed Basic Life Support ambulance provider as approved by the Florida Department of Health, Bureau of EMS.

1) **Medfleet LLC d/b/a ATI Ambulance** must also provide documentation to verify they have passed their initial state inspection.
2) **Medfleet LLC d/b/a ATI Ambulance** must meet these conditions within 120 days of approval of the COPCN.

Limitations: This COPCN is limited to non-emergency Basic Life Support Interfacility Transfer Service as defined by Polk County Ordinance 12-029. Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code, the Polk County Code of Ordinances and should the provider refuse to provide or deny medical ambulance Interfacility ground transport service to medically needy patients. This certificate shall not be transferable, either voluntarily or by operation of law, without prior written approval of the county.

Date of Issue: September 3, 2024

Date of Expiration: September 2, 2029
(Unless suspension or revocation is prior thereto)

W.C. Braswell, Board of Polk County Commissioners

MED FLEET AMBULANCE

Compilation Statement showing assets and liabilities
prepared by Certified Public Accountant
Hardee County COPCN Item 12

Attached is the most recent Financial Report regarding MedFleet LLC.'s parent Company, Paramedics Logistics Operating Company, LLC.

Paramedics Logistics Operating Company, LLC and Subsidiaries dba PatientCare EMS Solutions

Financial Report
December 31, 2023

CONFIDENTIAL
Not for Distribution/Publication

Contents

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Consolidated statements of loss	4
Consolidated statements of members' equity	5
Consolidated statements of cash flows	6-7
Notes to consolidated financial statements	8-27

CONFIDENTIAL
Not for Distribution/Publication

Independent Auditor's Report

Audit Committee
Paramedics Logistics Operating Company, LLC
dba PatientCare EMS Solutions

Opinion

We have audited the consolidated financial statements of Paramedics Logistics Operating Company, LLC dba PatientCare EMS Solutions and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of loss, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued when applicable.

Not for Distribution

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

RSM US LLP

Dallas, Texas
April 4, 2024

Not for Distribution

PARAMEDICS LOGISTICS OPERATING COMPANY, LLC AND SUBSIDIARIES
dba PATIENTCARE EMS SOLUTIONS

CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

	2023	2022
Assets		
Current Assets:		
Cash and cash equivalents	$ 6,465,638	$ 4,202,932
Accounts receivable	33,996,594	26,893,996
Inventory	1,436,876	899,879
Prepaid expenses and other	8,201,179	5,934,115
Total Current Assets	**50,100,287**	**37,930,922**
Property, plant and equipment, net	15,480,420	10,754,996
Goodwill, net	23,025,506	25,764,320
Intangible assets, net	48,208,412	52,758,758
Right of use assets operating leases, net	4,581,999	5,285,699
Total Other Assets	**75,815,917**	**83,808,777**
Total Assets	$ **141,396,624**	$ **132,494,695**
Liabilities and Members' Equity		
Current Liabilities:		
Accounts payable	$ 3,820,359	$ 1,374,159
Accrued payroll and payroll taxes	6,825,645	5,386,189
Management fee	3,354,151	2,604,155
Other accrued liabilities	10,980,669	8,759,073
Contingent consideration	1,459,844	1,952,854
Deferred revenue	3,374,547	2,168,675
Operating lease liability, current portion	1,865,025	1,994,557
Finance lease liability, current portion	1,498,341	862,050
Line of credit	5,650,000	5,250,000
Notes payable, current portion	687,818	764,128
Total Current Liabilities	**39,516,399**	**31,115,840**
Long-term Liabilities		
Notes payable, net of current portion	53,104,307	53,005,637
Operating leases payable, net of current portion	2,890,710	3,499,282
Finance leases payable, net of current portion	3,396,398	384,087
Unfavorable lease liability, net	708,435	837,241
Other noncurrent liabilities	806,567	973,865
Total Long-term Liabilities	**60,906,417**	**58,700,112**
Total Liabilities	**100,422,816**	**89,815,952**
Members' Equity		
Members' equity	40,973,808	42,678,743
Total Liabilities and Members' Equity	$ **141,396,624**	$ **132,494,695**

The accompanying notes are an integral part of these financials.

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PARAMEDICS LOGISTICS OPERATING COMPANY, LLC AND SUBSIDIARIES
dba PATIENTCARE EMS SOLUTIONS

CONSOLIDATED STATEMENTS OF LOSS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenues		
Patient-Related Revenues:		
Patient service revenue	$ 83,063,196	$ 61,909,342
Contract revenue	61,759,064	65,493,673
Other income - grants	493,010	78,917
Stipends, standby and other patient-related revenue	23,632,621	20,479,892
Total Patient-Related Revenues	**168,947,891**	**147,961,824**
Fleet sales	2,333,900	532,362
School revenue	9,572,238	5,703,492
Other revenue	105,641	126,678
Total Revenues	**180,959,670**	**154,324,356**
Expenses		
Operating Expenses:		
Salaries and wages	127,160,988	113,206,564
General and administrative	33,679,293	30,582,731
Supplies	2,889,853	2,299,131
Utilities	3,393,608	3,225,508
Depreciation and amortization	12,289,025	12,340,493
Acquisition transaction costs	530,903	6,204
Repairs and maintenance	2,281,667	1,735,281
Total Expenses	**182,225,337**	**163,395,912**
Net loss from operations	**(1,265,667)**	**(9,071,556)**
Other income (expense)		
Loss on sale of PCLS Mississippi	-	(1,571,372)
Interest expense	(7,891,021)	(5,637,540)
Net Loss	**$ (9,156,688)**	**$ (16,280,468)**

The accompanying notes are an integral part of these financials.

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PARAMEDICS LOGISTICS OPERATING COMPANY, LLC AND SUBSIDIARIES
dba PATIENTCARE EMS SOLUTIONS

CONSOLIDATED STATEMENTS OF MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	Class A-1	Class A	Class B	Accumulated Deficit	Total Members' Equity
Contributions	13,600,000	-	-	-	13,600,000
Forfeited and retired equity	-	-	(129,315)	-	(129,315)
Vesting of Class B units	-	-	72,588	-	72,588
Net loss	-	-	-	(16,280,468)	(16,280,468)
Balance, December 31, 2022	**$ 21,991,280**	**$ 63,215,852**	**$ 536,153**	**$ (43,064,542)**	**$ 42,678,743**
Contributions	7,415,000	-	-	-	7,415,000
Forfeited and retired equity	-	-	(10,843)	-	(10,843)
Vesting of Class B units	-	-	47,596	-	47,596
Net loss	-	-	-	(9,156,688)	(9,156,688)
Balance, December 31, 2023	**$ 29,406,280**	**$ 63,215,852**	**$ 572,906**	**$ (52,221,230)**	**$ 40,973,808**

The accompanying notes are an integral part of these financials.

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PARAMEDICS LOGISTICS OPERATING COMPANY, LLC AND SUBSIDIARIES
dba PATIENTCARE EMS SOLUTIONS

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows From Operating Activities:		
Net Loss	$ (9,156,688)	$ (16,280,468)
Adjustments to Reconcile Net Loss to Net Cash Provided by (Used in) Operating Activities:		
Depreciation and amortization	12,289,026	12,340,493
Amortization of debt issuance costs	332,548	299,792
Amortization of unfavorable lease liability	(128,806)	(128,806)
Share based compensation expense	36,753	72,588
Change in fair value of contingent consideration	(493,010)	-
Noncash lease expense	4,474,518	234,535
Loss on sale of PLCS Mississippi (Note 15)	-	1,571,372
Change in Assets and Liabilities, net of acquisitions		
(Increase) Decrease in:		
Accounts receivable	(4,261,157)	(6,468,937)
Inventory	(536,997)	(408,175)
Prepaid expenses and other assets	(1,990,025)	(293,760)
Increase (Decrease) in:		
Accounts payable	2,038,312	(237,295)
Accrued payroll and payroll taxes	1,439,456	(1,977,111)
Management fee	749,996	999,996
Other accrued liabilities	1,895,115	2,872,904
Medicare advanced payments	-	(1,081,816)
Deferred revenue	1,205,872	562,951
Other noncurrent liabilities	(167,298)	(594,911)
Total Adjustments	16,884,303	7,763,820
Net Cash Provided by (Used in) Operating Activities	**7,727,615**	**(8,516,648)**
Cash Flows From Investing Activities		
Cash paid for the purchase of net assets of acquisitions	(4,825,001)	(6,204,000)
Proceeds from sale of PLCS Mississippi (Note 15)	-	400,000
Purchase of property, plant and equipment	(7,284,400)	(1,678,990)
Net Cash Used in Investing Activities	(12,109,401)	(7,482,990)
Cash Flows From Financing Activities:		
Proceeds from line of credit	10,650,000	20,750,000
Payments on line of credit	(10,250,000)	(15,500,000)
Issuance of Seller's Note	500,000	-
Payment of debt issuance costs	(55,623)	(83,238)
Payments on loans	(754,565)	(1,816,323)
Payments on finance leases	(860,320)	(831,859)
Member contributions	7,415,000	12,100,000
Net Cash Provided by Financing Activities	6,644,492	14,618,580
Net Change in Cash and Cash Equivalents	**2,262,706**	**(1,381,058)**
Cash and Cash Equivalents at Beginning of Year	4,202,932	5,583,990
Cash and Cash Equivalents at End of Year	$ 6,465,638	$ 4,202,932

The accompanying notes are an integral part of these financials.

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PARAMEDICS LOGISTICS OPERATING COMPANY, LLC AND SUBSIDIARIES
dba PATIENTCARE EMS SOLUTIONS

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Supplemental Cash Flow Information:		
Interest Paid	$ 7,778,629	$ 5,096,289
Supplemental noncash information:		
Contingent consideration	$ -	$ 420,000
Assets acquired by right of assets, operating leases	$ 1,465,732	$ 6,774,875
Noncash acquisition of assets	$ 4,508,922	$ 80,678
Noncash member contributions	$ -	$ 1,500,000

The accompanying notes are an integral part of these financials.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION AND BASIS OF PRESENTATION OF CONSOLIDATED FINANCIAL STATEMENTS

Nature of Operations

Paramedics Logistics Operating Company, LLC, and Subsidiaries, dba PatientCare EMS Solutions (the Company), is based in Hudson, Florida, and is a leading provider of ground-based 911 emergency ambulance and other critical healthcare services. The Company also provides Emergency Medical Service (EMS) training through its wholly owned EMS school, and ambulance remanufacturing through its wholly owned subsidiary Fleet Plus. The Company principally operates in Texas, Indiana, Florida, South Dakota, and New York.

On August 31, 2022, the contract with Three Rivers Ambulance Authority in Fort Wayne, Indiana ended and the Company closed its operation.

On November 22, 2022, the Company acquired substantially all of the assets of Sullivan Paramedicine, Inc., a provider of ground-based ambulance services and other critical healthcare services headquartered in Sullivan County, New York.

On May 1, 2023, the Company acquired substantially all of the assets of Rockland ground-based ambulance services and other critical healthcare services located in Rockland County, New York.

On June 14, 2023, the Company acquired substantially all of the assets of Mobile Life Support Services Inc., ground-based ambulance services and other critical healthcare services headquartered in Newburgh, New York.

Basis of Accounting

The Company's consolidated financial statements are prepared using the accrual basis of accounting where revenues are recognized when earned and expenses are recognized when incurred. This basis of accounting conforms to U.S. generally accepted accounting principles ("GAAP").

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All significant intercompany transactions have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities as the well as disclosures of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Company considers all cash in banks and investments in money market accounts purchased with a maturity of three months or less to be cash equivalents.

Patient Service Revenue and Accounts Receivable

The core principle of the revenue recognition standard is to require an entity to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which it expects to be entitled in exchange for those goods or services. As a result of the Company's adoption of Accounting Standards Update ("ASU") 2019-09, *Revenue from Contracts with Customers (Topic 606)* and ASU 2015-14, *Revenue from Contracts with Customers (Topic 606): Deferral of the Effective Date* (collectively, "ASC 606"), the revenue and related estimated uncollectible amounts owed to us by uninsured payors are now considered implicit price concessions in determining net service revenue. Accordingly, the Company reports uncollectible balances due from third-party payors and uncollectible balances associated with patient responsibility as a reduction of the transaction price and therefore, as a reduction in net service revenue.

The Company accounts for revenue from contracts with customers in accordance with ASC 606, and as such, the Company recognizes revenue in the period in which the Company satisfies the performance obligations under the contracts by transferring our promised services to our customers in amounts that reflect the consideration to which the Company expects to be entitled in exchange for providing patient care, which are the transaction prices allocated to the distinct services. The Company's cost of obtaining contracts is not material.

Revenues are recognized as performance obligations are satisfied, which varies based on the nature of the services provided. The Company's material performance obligations are as follows:

- Standing ready to provide transportation services to patients.
- Transportation of patients to medically appropriate destinations in an emergent or non-emergent manner.
- Provision of medical stand-by services to special events.
- Educational services for individuals pursuing careers in the emergency medical services industry.

The Company's performance obligations relate to contracts with a duration of less than one year; therefore, the Company has elected to apply the practical expedient provided by ASC 606 and is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied as of the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations are generally completed when the patients are transported to their destination or our other services are completed, which generally occurs at or within days of the end of the reporting period.

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – continued

The Company determines the transaction price based on gross charges for services provided, reduced by estimates for explicit and implicit price concessions. Explicit price concessions include contractual adjustments provided to patients and third-party payors. Implicit price concessions include discounts provided to self-pay, uninsured patients or other payors, adjustments resulting from payment reviews and adjustments arising from our inability to obtain appropriate billing documentation, authorizations, or face-to-face documentation. Subsequent changes to the estimate of the transaction price are recorded as adjustments to net service revenue in the period of change. Subsequent changes that are determined to be the result of an adverse change in the patient's ability to pay (i.e., change in credit risk) are recorded as a provision for doubtful accounts within operating expenses. The provision for doubtful accounts was insignificant for the years ended December 31, 2023 and 2022.

Explicit price concessions are recorded for the difference between the Company's standard rates and the contracted rates to be realized from Medicare, Medicaid, third party payors and others for services provided.

Implicit price concessions are recorded for self-pay or uninsured patients and other payors by major payor class based on the Company's historical collection experience, aged accounts receivable by payor and current economic conditions. The implicit price concession represents the difference between amounts billed and amounts the Company expects to collect based on the Company's collection history with similar payors. The Company assesses its ability to collect for the healthcare services provided at the time of patient service based on the Company's verification of the patient's insurance coverage under Medicare, Medicaid, and other commercial insurance programs.

Medicare and Medicaid Revenue

Medicare net service revenue is recorded under the Medicare ambulance fee schedule based on an established Federal Medicare allowable payment rate, which is subject to adjustment based on certain variables including, but not limited to: (a) multipliers based on emergent / nonemergent response and the acuity level of the patient; (b) rate adjustments based upon location or (c) an adjustment if a patient's care occurred in a federally determined rural or super-rural zip code. Medicaid net service revenue is recorded based on the allowable Medicaid ambulance rates applicable for the state of service. A patient's care begins upon arrival at the scene and ends upon drop off at a medically appropriate destination. Accordingly, the Company accounts for the transport as a single performance obligation, as the customer simultaneously receives and consumes the benefits of the goods and services provided. Expected Medicare and Medicaid revenue is recognized per transport.

Laws and regulations governing Medicare and Medicaid programs are complex and subject to interpretation. The Company believes that it is in compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing that would have a material effect on the Company's consolidated financial statements. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

Non-Medicare and Medicaid Revenue

Transport-based Revenue. The Company recognizes revenue in a similar manner as the Company recognizes Medicare and Medicaid revenue for transport-based rates that are paid by other insurance carriers.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Non-Transport-based Revenue. Gross revenue is recorded on an accrual basis based upon the date of service at amounts equal to our established or contracted rates. There are no explicit price concessions recorded as the Company's contracted rates are expected to be realized as net service revenue. The Company makes adjustments to non-transport-based revenue for any implicit price concessions, based on historical experience, to reflect the estimated transaction price. The types of non-transport-based revenue the Company receives is as follows:

- Contract services – In our Florida operations, the contract with the ambulance authorities prescribe a minimum level of responses that are included in the monthly contract price. The Company recognizes this revenue on a monthly basis.
- Special events services – Revenue generated for these services is based upon hourly charges. The Company recognizes this revenue as the service is completed.
- Education services – Revenue generated from the Company's education services (School of EMS) is generated from tuition. The Company recognizes this school revenue on a monthly basis as the program progresses.

The Company receives a minimal amount of this service revenue from patients, rather they are from entities or individuals contracting the services.

The Company's patient service revenue by payer is summarized in the table that follows:

	2023		2022	
	Amount	Percentage	Amount	Percentage
Medicare	$ 33,621,329	40%	$ 24,635,376	40%
Medicaid	9,271,502	10%	6,913,532	11%
Third Party	38,555,463	48%	29,294,361	47%
Patient	1,614,902	2%	1,066,073	2%
Total Patient service revenue	$ 83,063,196	100%	$ 61,909,342	100%

Stipends, standby and other patient-related revenue

Stipends, standby and other patient-related revenue is recognized for services other than providing health care services. It consists primarily of revenue recognized from management services agreements, special event support services, and government stipends for providing services.

Fleet Sales

The Company's Fleet Plus subsidiary performs complete refurbishing of ambulance components, primarily the ambulance box, and mounts these on new chassis. The revenue reported reflects sales of completely refurbished units on new chassis to third parties.

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

School Revenue

Through the School of EMS, the Company provides training to aspiring paramedics and Emergency Medical Technicians (EMTs) so that they can become certified to perform these duties. In addition, the School of EMS provides continuing education courses. These classes, which have proprietary content, combine hands-on and classroom-training. The tuition for these classes is generally required to be paid prior to the commencement of the class so there is little risk of non-collection. The Company recognizes the revenue over the period the class content is delivered, in accordance with ASC 606.

Inventories

Inventories consist of vehicle chassis and parts for constructing medical service vehicles for both emergency response and non-emergency response use and are valued at the lower of cost or net realizable value, using the first in first out ("FIFO") basis. The vehicles may be constructed for internal use or sold to third parties. Inventories at December 31 consist of the following:

	2023	2022
Parts Inventory	794,454	448,407
Work in Progress	642,422	451,472
	$ 1,436,876	$ 899,879

Property, Plant and Equipment

Property, plant, and equipment are recorded at cost. Repairs, maintenance, and minor improvements which do not significantly renew or extend the life of capitalized assets are charged to operations as incurred; major renewals and betterments are capitalized. Depreciation is provided over the estimated useful life of each class of depreciable assets and is computed using the straight-line method. Equipment under finance leases and leasehold improvements are amortized over the lease term or the estimated useful life of the equipment, whichever is shorter. When property is retired, the cost and accumulated depreciation are removed from the accounts and the related gain or loss, if any, is recorded in the Consolidated Statements of Loss.

The Company accounts for the impairment of long-lived assets in accordance with authoritative guidance, which requires long-lived assets, such as property, plant, and equipment, to be reviewed for impairment whenever events or changes in business circumstances indicate that the carrying value of the assets may not be recoverable. If an impairment were to exist, an adjustment would be made to write the asset down to its fair value, and a loss would be recorded for the difference between carrying value and the fair value. No impairment losses were recognized during the years ended December 31, 2023 or 2022.

Provisions for the depreciation of property, plant and equipment are computed using the following estimated useful lives:

Major moveable and other equipment	5 - 20 years
Automobiles and trucks	5 years

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price of an acquired entity over the amounts assigned to the assets acquired and liabilities assumed in a business combination. Accounting Standards Update (ASU) No. 2014-02, *Accounting for Goodwill*, provides private companies the option to amortize goodwill over 10 years or less, and use a simplified, trigger-based impairment model that allows an accounting policy election of assessing impairment at either the entity-wide level or the reporting unit level. The Company has elected to amortize goodwill over 10 years and assesses impairment at the entity-wide level. No impairment was recognized during the years ended December 31, 2023 and 2022.

Other intangible assets primarily include contract-based intangibles, as well as non-compete agreements and trade names. Non-compete and contract-based intangibles are amortized using the straight-line method over the respective terms of the agreements. The Company assesses the recoverability of other intangible assets by determining whether the carrying value of the intangible asset can be recovered through projected undiscounted future cash flows of the related business unit.

Income Taxes

The Company is considered to be a disregarded entity for federal and state income tax purposes. All income is taxed at the member level.

Accounting principles generally accepted in the United States of America require management to evaluate tax positions taken by the Company and recognize a tax liability (or asset) if the Company has taken an uncertain position that more likely than not would not be sustained upon examination by the relevant taxing authority. Management has analyzed the tax positions taken by the Company primarily that all income is taxed at the member level, and has concluded that as of December 31, 2023 and 2022, there are no uncertain positions taken or expected to be taken.

Business Combinations

The Company accounts for all transactions that represent business combinations using the acquisition method of accounting, where the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquired entity are recognized and measured at their fair values on the date the Company obtains control in the acquiree.

Leases

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations related to their leasing arrangements. This comprehensive new standard amends and supersedes existing lease accounting guidance and is intended to increase transparency and comparability among organizations by recognizing right-of-use (ROU) lease assets and lease liabilities on the balance sheet and requiring disclosure of key information about leasing arrangements. Lease expense continues to be recognized in a manner similar to legacy U.S. GAAP. The Company adopted the new lease standard on January 1, 2022 using the optional transition method to the modified retrospective approach. Under this transition provision, results for reporting periods beginning on January 1, 2022 are presented under Topic 842, while prior period amounts continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, *Leases*.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

To reduce the burden of adoption and ongoing compliance with Topic 842, a number of practical expedients and policy elections are available under the new guidance. The Company elected the "package of practical expedients" permitted under the transition guidance, which among other things, did not require reassessment of whether contracts entered into prior to adoption are or contain leases, and allowed carryforward of the historical lease classification for existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term at adoption on January 1, 2022.

The Company made an accounting policy election under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of twelve months or less. For all other leases, the Company recognizes ROU assets and lease liabilities based on the present value of lease payments over the lease term at the commencement date of the lease (or January 1, 2022 for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives.

Future lease payments may include fixed rent escalation clauses or payments that depend on an index (such as the consumer price index). Subsequent changes an index and other periodic market-rate adjustments to base rent are recorded in variable lease expense in the period incurred. Payments for terminating the lease are included in the lease payments only when it is probable they will be incurred.

The Company's leases may include a non-lease component representing additional services transferred to the Company, such as common area maintenance for real estate. For certain equipment leases, like vehicles, the Company accounts for the lease and non-lease components as a single lease.

A lessee that is not a public business entity (PBE) is permitted to use a risk-free discount rate for its leases, determined using a period comparable with that of the lease term, as an accounting policy election for all leases. In order to ease the accounting burden of determining incremental borrowing rates under ASC 842, the Company has made this accounting policy election for all leases. The risk-free discount rates were obtained using U.S. Treasury securities as posted on the Federal Reserve website. The Company uses the implicit rate when readily determinable.

Adoption of Topic 842 resulted in the recording of ROU assets and lease liabilities related to the Company's operating leases of $6,774,875 and $6,944,825, respectively, on January 1, 2022. The adoption of the new lease standard did not materially impact our consolidated net loss or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

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NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - continued

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* which introduced a new model for recognizing credit losses on financial instruments based on an estimate of the current expected credit losses. The new current expected credit losses, or CECL, model generally calls for the immediate recognition of all expected credit losses and applies to financial instruments and other assets, including accounts receivable and other financial assets measured at amortized cost, debt securities and other financial assets. This guidance replaces the current incurred loss model for measuring expected credit losses, requires expected losses on available-for-sale debt securities to be recognized through an allowance for credit losses rather than as reductions in the amortized cost of the securities and provides for additional disclosure requirements. The Company adopted this standard effective January 1, 2023 and determined there was no material impact on the Company's consolidated financial statements.

In October 2021, the FASB issued ASU No. 2021-08 *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. This ASU requires entities to apply Topic 606 to recognize and measure contract assets and contract liabilities in a business combination. The amendments improve comparability after the business combination by providing consistent recognition and measurement guidance for revenue contracts with customers acquired in a business combination and revenue contracts with customers not acquired in a business combination. The amendments in this update are effective for all entities for fiscal years, including interim periods within those years, beginning after December 15, 2023. The Company is currently evaluating the effects of adoption of ASU 2021-08 will have on its consolidated financial statements.

NOTE 3: BUSINESS COMBINATIONS

Mobile Life Support Services, Inc.

On June 14, 2023, the Company acquired the assets of Mobile Life Support Services, Inc. ("MLSS"), a provider of ground-based ambulance services and other critical healthcare services throughout the upper Hudson Valley region of New York, to expand the operations of the Company. The total purchase price was $4,250,000. The purchase price was financed by $3,750,000 in cash and a seller's note of $500,000. The financial results of MLSS have been included in our consolidated financial statements since the date of the acquisition.

The acquisition included a subordinated promissory note to the seller totaling $500,000. The note accrued interest 5% per annum and matures on June 14, 2028.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 3: BUSINESS COMBINATIONS – continued

The allocation of the purchase price to goodwill is still in process through the date of this report. The major classes of assets and liabilities to which we allocated the purchase price were as follow:

Accounts receivable	$	2,841,441
Other current assets		277,039
Right of use lease asset		496,186
Accounts payable		(407,888)
Accrued expenses		(326,481)
Property, plant, equipment		944,150
Lease liabilities		(496,187)
Total purchase price		3,328,260
Goodwill		921,740

The goodwill generated from the transaction, which will be deductible for income tax purposes, can be attributed to the benefits that we expect to realize from operating efficiencies and growth strategies. The Company has determined that the carrying amounts of all assets acquired and liabilities assumed approximate fair value. Acquisition related costs totaled $525,000, included on the Consolidated Statements of Loss.

Sullivan Paramedicine, Inc.

On November 22, 2022, the Company acquired the assets of Sullivan Paramedicine, Inc. ("Empress West"), a provider of ground-based ambulance services and other critical healthcare services throughout Sullivan County, New York, to expand the operations of the Company. The total purchase price was $8,124,000. The purchase price was financed by $5,375,000 in cash, rollover equity of $1,500,000, additional purchase consideration of $829,000, and contingent consideration of $420,000. The financial results of Empress West have been included in our consolidated financial statements since the date of the acquisition.

The contingent consideration of $420,000 was recognized as potentially due to the Seller based upon volume of eligible ambulance services for 18-month period beginning following the acquisition date. The maximum potential consideration payable is $500,000.

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NOTE 3: BUSINESS COMBINATIONS – continued

The allocation of the purchase price to goodwill was completed in 2022. The major classes of assets and liabilities to which we allocated the purchase price were as follow:

Property and equipment	$	199,800
ROU Asset		384,092
Trade name		160,000
Licenses and contracts		2,850,000
Certificate of need		870,000
Lease liabilities		(384,092)
Total purchase price	$	4,079,800
Goodwill	$	4,044,200

The following are the details of the purchase price allocated to the intangible assets acquired:

	Amount	Useful Life
Trade name	160,000	15 years
Licenses and contracts	2,850,000	15 years
Certificate of need	870,000	10 years
Fair value of intangible assets acquired	3,880,000	

The goodwill generated from the transaction, which will be deductible for income tax purposes, can be attributed to the benefits that we expect to realize from operating efficiencies and growth strategies. The Company has determined that the carrying amounts of all assets acquired and liabilities assumed approximate fair value.

NOTE 4: MEMBERS EQUITY

The Company's operating agreement allows for three classes of Membership interest, a voting Class A and non-voting Class A-1, and non-voting Class B.

In 2021, the Company established non-voting Class A-1. At December 31, 2023 and 2022, there were 293,916 and 219,766 Class A-1 units issued and outstanding, respectively. At December 31, 2023 and 2022, A&M Capital Partners holds 94% and 91% of A-1 equity, parties unrelated to A&M Capital Partners hold approximately 5% and 7% and members of the management team hold the remaining 1% and 2%, respectively.

At December 31, 2023 and 2022, respectively, there were 122,494 and 122,494 Class A units issued and outstanding. A&M Capital Partners holds 82% and 82% of the voting equity at December 31, 2023 and 2022, respectively. Parties unrelated to A&M Capital Partners hold approximately 16% and 16%, and members of the management team hold the additional 2% and 2% at December 31, 2023 and 2022, respectively.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4: MEMBERS EQUITY - continued

Paramedics Logistics Holding Company, LLC issued $1,500,000 of Class A-1 units to the sellers of Empress West as partial consideration for the assets of the acquisition. These acquired shares were immediately contributed to Paramedics Logistics Operating Company, LLC at the date of the business combination described above in Note 3. The sellers were issued 15,000 units in 2022 representing 7% of the non-voting Class A-1 equity.

At December 31, 2023 and 2022, respectively, 15,523 and 14,523 Class B units had been issued. In 2022, 1,610 units were held by the seller of PatientCare Logistics Solutions Mississippi LLC ("PCLS Mississippi") but were forfeited and retired in conjunction with the sale of PCLS Mississippi by the Company, as discussed at Note 15. 14,522 Class B units were issued to members of the management team as compensation during the period ended December 31, 2018, and vest over a period of 5 years on the basis of Multiple of Invested Capital, as defined. At December 31, 2023 and 2022, 1,489 and 1,390 of these units had vested, respectively. During 2023 and 2022, 0 shares and 1,610 shares were retired respectively. During 2023 and 2022, 135 shares and 0 shares were forfeited, respectively. The Company uses fair value to recognize the awards and had recognized $47,596 and $72,588 of compensation as of December 31, 2023 and 2022, respectively.

The Company estimates an additional $73,033 in compensation cost will be recognized over the next 5 years. Fair value is determined by a third party using various factors and comparisons of other healthcare companies. In determining the fair value of 2023 and 2022 units, an expected volatility of 20%, and an expected dividend yield of 0% was used for the grants. Additionally, a risk-free rate of 1.69% was used. As the Class B units are restricted, and cannot be sold, the value was discounted 17%, for lack of marketability.

NOTE 5: PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment at December 31, 2023 and 2022 are summarized as follows:

	2023	2022
Major moveables and other equipment	13,778,052	8,383,665
Automobiles and trucks	22,455,782	19,294,419
	$ 36,233,834	$ 27,678,084
Less: accumulated depreciation	$ (20,753,414)	$ (16,923,088)
Property, plant and equipment, net	$ 15,480,420	$ 10,754,996

Depreciation expense for the year ended December 31, 2023 and 2022, was $3,830,326 and $4,405,872, respectively.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6: GOODWILL AND INTANGIBLE ASSETS

Identified intangible assets at December 31, 2023 and 2022, net of accumulated amortization of $20,221,983 and $15,423,563 respectively, consisted of the following amounts:

	2023	2022
Contract based intangibles, net of accumulated amortization of $14,095,083 and $10,873,339	$ 29,406,265	$ 32,628,008
Certification of need, net of accumulated amortization of $493,017 and $235,117	2,085,983	2,343,883
Non-compete agreements, net of accumulated amortization of $5,500,823 and $4,233,250	898,977	1,918,750
Marketing related (trade names), net of accumulated amortization of $133,060 and $81,857	15,817,187	15,868,117
Total intangibles	$ 48,208,412	$ 52,758,758

Included in marketing related (trade name) intangible assets for 2023 and 2022, is $15,182,209 related to the Empress Ambulance Services acquisition. This asset does not have a definite life.

Identifiable intangible assets being amortized are being amortized over estimated useful lives of five to fifteen years. Amortization expense for the year ended December 31, 2023 and 2022, was $4,798,146 and $4,531,564, respectively.

Estimated aggregate amortization expense for each of the next five years is:

2024	4,258,306
2025	3,590,856
2026	3,063,462
2027	2,891,148
2028	2,853,978

The gross carrying amounts of goodwill, and accumulated amortization for the period ended December 31, 2023 and 2022, is as follows:

	2023	2022
Goodwill	37,027,899	36,106,159
Accumulated amortization	(14,002,393)	(10,341,839)
Goodwill, net	23,025,506	25,764,320

Goodwill additions for the years ended 2023 and 2022, were $921,740 and $4,044,200, respectively. Amortization expense for the years ended December 31, 2023 and 2022, was $3,660,554 and $3,403,057, respectively.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7: LONG-TERM DEBT

Long-term debt at December 31, 2023 and 2022 consists of the following:

	2023	2022
Bank loan in the original amount of $57,000,000 due July 8, 2027, payable in quarterly installments of $140,000 plus monthly interest at SOFR plus 6.75%. It is secured by substantially all assets of the Company. The loan requires the Company to maintain certain financial covenants, including a maximum leverage ratio. There was maximum leverage ratio at December 31, 2023 of 4.20 to 1.00. There was maximum leverage ratio at December 31, 2022 of 4.65 to 1.00. See Note 16.	$ 53,615,745	$ 54,175,700
Bank loan in the original amount of $275,506 due January 5, 2025, payable in monthly installments of $5,223. The loan bears interest at 4.50%. It is secured by specific assets of the Company.	55,997	114,660
Bank loan in the original amount of $81,761 due April 22, 2025, payable in monthly installments of $1,480. The loan bears interest at 3.25%. It is secured by specific assets of the Company.	23,134	39,833
Promissory note in original amount of $500,000 due June 14, 2028. The loan bears interest at 5%.	500,000	-
Six bank loans acquired in the Emstar business combination in September 2021. The loans are due from January 2023 to February 2026, and are payable in monthly installments aggregating $18,478. The loans bear interest at rates ranging from 4.99% to 7.29%. The loans are secured by specific assets of the Company.	112,757	232,010
Total long term debt	$ 54,307,633	$ 54,562,203
Less current portion	(687,818)	(764,128)
Less unamortized debt issuance costs	(515,508)	(792,433)
Long term debt, net of debt issuance costs	$ 53,104,307	$ 53,005,642

The following is a summary of future maturities of long-term debt obligations as of December 31, 2023:

2024	687,818
2025	620,364
2026	576,129
2027	51,923,322
2028	500,000
$	54,307,633

Debt issuance costs are reported on the balance sheet as a direct deduction from the face amount of debt.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7: LONG-TERM DEBT - continued

Amortization of debt issuance costs of $332,548 and $299,972 in 2023 and 2022, respectively, is reported in the Consolidated Statements of Loss as interest expense.

NOTE 8: UNFAVORABLE LEASE LIABILITY

An unfavorable lease liability of $1,288,063 was recognized upon the acquisition of Empress, as it was determined that the payments required over the remaining life of one of the operating leases acquired exceeded the market value of the lease. The liability is being amortized as a reduction of rent expense over the remaining life of the lease, which is approximately ten years. At December 31, 2023 and 2022 the liability was $708,435 and $837,241, respectively. The Company recognized $126,806 and $128,806 of amortization of the lease liability in 2023 and 2022, respectively. The Company expects to recognize approximately $128,806 in amortization of the liability each year over the next five years.

NOTE 9: LINE OF CREDIT AND IRREVOCABLE LETTERS OF CREDIT

The Company has a revolving line of credit with a total available limit of $7,500,000 and an outstanding balance of $5,650,000 and $5,250,000 at December 31, 2023 and 2022, respectively. The line bears interest at SOFR plus 6.75%. The line matures July 8, 2027 and is collateralized by accounts receivable and fixed assets. The line requires the Company to maintain certain financial covenants, including a maximum leverage ratio. There was maximum leverage ratio at December 31, 2023 of 4.20 to 1. There was maximum leverage ratio at December 31, 2022 of 4.65 to 1. See Note 16.

The Company has irrevocable letters of credit for $7,550,340 and $8,059,340 at December 31, 2023 and 2022, respectively.

NOTE 10: COMMITMENTS AND CONTINGENCIES

Credit Risks

At December 31, 2023 and 2022, the Company had deposits in major financial institutions that exceeded Federal Deposit Insurance Corporation limits. The Company believes that credit risk related to these deposits is minimal.

The Company has a self-insured plan for health and medical coverage for its employees. A stop-loss provision provides for coverage by a commercial insurance company of specific claims paid in the plan year in excess of $250,000. Total liabilities for group health insurance claims payable, including an estimate for incurred but not reported claims are included in other accrued liabilities in the Consolidated Balance Sheets and totaled $640,935 and $840,532 as of December 31, 2023 and 2022, respectively.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 10: COMMITMENTS AND CONTINGENCIES - continued

The Company is subject to auto and workers' compensation claims. The Company maintains certain stop-loss and other insurance coverage which it believes to be appropriate. Provisions for estimated settlements relating to the auto and workers' compensation and health benefit plan claims are provided in the period of the related claim on a case-by-case basis. Differences between the amounts accrued and subsequent settlements are recorded in operations in the period of settlement. Total liabilities for auto and workers' compensation claims, including an estimate for incurred but not reported claims are included in other accrued liabilities in the Consolidated Balance Sheets and totaled $984,944 and $704,180 as of December 31, 2023 and 2022, respectively.

Due to the information technology systems used by the Company, the Company may often be the target of cyber-attacks and other security threats which could cause significant disruption in the Company's business. Programs are in place which are intended to detect, contain, and respond to data security incidents and provide employee awareness training regarding phishing, malware and other cyber risks to protect against cyber risks and security breaches. However, because the techniques used to obtain unauthorized access, disable, or degrade service or sabotage systems change frequently and are increasing in sophistication, the Company may be unable to anticipate these techniques, detect breaches or implement adequate preventative measures and may be subject to breaches of our information technology systems or business interruption.

Loss contingency

In July 2022, one of the locations of the Company in New York state (Empire Ambulance Service) identified a network breach incident, resulting in the encryption of part of its systems. The Company took measures to contain the incident, reported it to law enforcement, and conducted a thorough investigation, with the assistance of a third-party forensic firm. As a result of the incident, there is ongoing litigation due to the nature of data accessed, and the Company is working towards determining the estimated amount of the financial impact resulting from a potential settlement.

The Company holds a breach response policy with an insurer and as of December 31, 2022, after meeting an insurance deductible, all expenses have been paid by the insurer and all ongoing expenses will be covered under the policy. A loss contingency of $1,079,184 and $1,443,483 as of December 31, 2023 and December 31, 2022, respectively, has been recorded within the other accrued liability balance and the recoverable proceeds are recorded on the Consolidated Balance Sheets.

NOTE 11: DEFINED CONTRIBUTION PLAN

The Company sponsors the Paramedics Plus 401K Savings Plan which covers substantially all employees of the Company. During the year ended December 31, 2023 and 2022, the Company incurred $633,299 and $756,529, respectively, in contribution and administrative expenses, which is included within the salaries and wages line item of the Consolidated Statements of Loss.

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NOTE 12: RELATED PARTY TRANSACTIONS

The Company has a management agreement with one of its members, where the Company pays management fees for management services from the member. During 2023 and 2022, the Company recognized $750,000 and $999,996, respectively, in management fees which is included in general and administrative operating expenses within the Consolidated Statements of Loss.

In addition, the Company has a consulting agreement with a company associated with the member referred to above to provide operational advisory services to the Company. The Company recognized $150,000 and $150,000 in consulting fees during the years ended December 31, 2023 and 2022, respectively.

The Company leases property from companies associated with the members. During 2023 and 2022, the Company recognized $757,349 and $691,953, respectively, in lease expense which is included in general and administrative operating expenses within the Consolidated Statements of Loss. These leases are classified as operating leases.

NOTE 13: LEASES

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to and the agreement creates enforceable rights and obligations. Under Topic 842, a contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the customer obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company leases premises for medical and office purposes under operating lease agreements that have a term from transition of one to seven years. These leases include one to two options to renew of one to five years, generally at the Company's sole discretion, with renewal terms that can extend the lease term. The Company also leases equipment under finance lease agreements commencing after the date of transition having a terms of three to five years. Equipment leases contain purchase options at the end of the lease term. The Company's leases generally do not contain any material restrictive covenants.

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NOTE 13: LEASES – continued

Operating lease cost is recognized on a straight-line basis over the lease term. Finance lease cost is recognized as a combination of the amortization expense for the ROU assets and interest expense for the outstanding lease liabilities, and results in a front-loaded expense pattern over the lease term. The components of lease expense are as follows:

	Year Ended December 31, 2023	Year Ended December 31, 2022
Operating lease cost	$ 2,268,563	$ 2,005,231
Finance lease cost-amortization of right-of-use assets	860,320	831,869
Finance lease cost-interest on lease liabilities	27,166	53,800
Short-term lease cost	92,467	166,886
Total lease cost	$ 3,248,516	$ 3,057,775

Rent expense was approximately $2,451,536 and $2,266,662 for the year ended December 31, 2023 and December 31, 2022, respectively. Short-term lease expense is not material to the Company's consolidated financial statements.

Supplemental balance sheet information related to leases is as follows:

	Year Ended December 31, 2023	Year Ended December 31, 2022
Operating Leases		
Operating lease assets	$ 4,581,999	$ 5,285,699
Operating lease liabilities, current	1,865,025	1,994,557
Operating lease liabilities, non-current	2,890,710	3,499,282
Total Operating lease liabilities	$ 4,755,735	$ 5,493,839
Finance Leases		
Equipment, net	$ 6,282,248	$ 2,148,475
Finance lease liabilities, current	1,498,341	862,050
Finance lease liabilities, non-current	3,396,398	384,087
Totaling finance lease liabilities	$ 4,894,739	$ 1,246,137

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NOTE 13: LEASES – continued

	Year Ended December 31, 2023	Year Ended December 31, 2022
Weighted average remaining lease term:		
Operating leases	2.92	3.31
Finance leases	3.54	1.58
Weighted average discount rate:		
Operating leases	2.70%	1.88%
Finance leases	6.63%	3.25%

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease liabilities recognized on the balance sheet as of December 31, 2023 is as follows:

Operating Leases	Related party	Non-Related party	Total
2024	$ 492,649	$ 1,488,407	$ 1,981,056
2025	195,901	1,284,396	1,480,297
2026	146,358	861,062	1,007,420
2027	73,130	291,247	364,377
2028	68,127	79,725	147,852
Total lease payment	976,165	4,004,837	4,981,002
Less imputed interest	(36,026)	(189,241)	(225,267)
Total present value of lease liabilities	$ 940,139	$ 3,815,596	$ 4,755,735

Finance Leases	
2024	$ 1,774,161
2025	1,499,447
2026	1,440,385
2027	370,823
2028	370,823
Total lease payment	5,455,639
Less imputed interest	(560,900)
Total present value of lease liabilities	$ 4,894,739

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 13: LEASES – continued

Future undiscounted cash flows for each of the next five years and thereafter and reconciliation to the lease liabilities recognized on the balance sheet as of December 31, 2022 is as follows:

Operating Leases	Related party	Non-Related party	Total
2023	$ 778,784	$ 1,300,032	$ 2,078,816
2024	492,649	1,056,802	1,549,450
2025	195,901	866,839	1,062,740
2026	146,358	573,126	719,485
2027	73,130	130,303	204,658
Thereafter	68,127	-	66,901
Total lease payment	1,754,949	3,927,102	5,682,051
Less imputed interest	(58,350)	(129,862)	(188,212)
Total present value of lease liabilities	$ 1,696,599	$ 3,797,240	$ 5,493,839

Finance Leases	
2023	$ 887,634
2024	329,528
2025	63,137
Total lease payment	1,280,299
Less imputed interest	(34,162)
Total present value of lease liabilities	$ 1,246,137

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 14: COVID and CARES ACT

On January 30, 2020, the World Health Organization declared the coronavirus outbreak (COVID-19) a "Public Health Emergency of International Concern" and on March 10, 2020, declared COVID-19 a pandemic. The impact of COVID-19 could negatively impact the Company's future operations, suppliers or other vendors, and businesses. The operations for the Company's services could be negatively impacted by the regional and global outbreak of COVID-19 for an unknown period of time. The extent to which the coronavirus impacts the Company's results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and actions taken to contain the coronavirus or its impact, among others.

Health and Human service grant (HHS): The Company was granted payments from HHS in the aggregate amount of $0 and $78,917 in 2023 and 2022, respectively, pursuant to the Provider Relief Fund that is recorded in other income - grants. The grant payments are for health care-related expenses and for the lost revenues during the years. The Company recognized and recorded the grant as other income - grants for the year ended December 31, 2022.

NOTE 15: SALE OF PCLS MISSISSIPPI

On November 1, 2022, the Company sold PCLS Mississippi to CAS Holdings, Inc., previous owners of the entity prior to acquisition in 2018. The total purchase price was $400,000, which was received in cash from the buyer. All assets and liabilities were sold for a loss of $1,371,372, which is recorded within the other income section of the statement of loss. As part of the sale, 1,610 Class B units were forfeited and retired. The financial results of PCLS Mississippi have been included in the consolidated financial statements until the date of the sale.

NOTE 16: SUBSEQUENT EVENTS

The Company has evaluated subsequent events through April 4, 2024, the date which the consolidated financial statements were available to be issued.

On March 1, 2024 the Company acquired the assets of Affordable Transport Inc., a provider of ground-based ambulance services and other critical healthcare services based in Lakeland, Florida to expand the operations of the Company. The total purchase price was $5,570,000. The purchase price was financed by $5,070,000 in cash, rollover equity of $500,000. In connection with the acquisition, the Company entered into the eighth credit agreement amendment to allow for terminology to be added for the Affordable Transport Inc entity to be included as a named entity within the credit agreement. The credit agreement maturity date was also extended to 2027.

On February 21, 2024 Change Healthcare, became aware of a cybersecurity incident (the "Incident" causing a disruption across the healthcare industry. The Company uses Change Healthcare for medical claim processing. As a result of the Incident, the Company does not know what, if any, Company data, including personally identifiable information (PII) and/or protected health information (PHI) that has been compromised as a result of the Incident. At this time, the Company is not aware of any legal claims asserted against the Company and is not able to predict if the Incident will have a material adverse effect on the Company's financial condition or results of operations.

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MED FLEET AMBULANCE

Verification of drug free workplace
Hardee County COPCN Item 17

- Attached is the MedFleet, LLC / ATI Ambulance "Alcohol and Drug Free Workplace" Policy # 200-3.

SUBJECT: **Alcohol and Drug Free Workplace**
POLICY #: **200-3**

EFFECTIVE DATE: 06/01/2021

Purpose
MedFleet, LLC is committed to providing a workplace free from alcohol and controlled substances in order to ensure a safe, healthy and work-efficient environment for MedFleet, LLC employees, customers and the general public. MedFleet, LLC operations involve the safety and well-being of thousands of persons dependent upon its services and it is essential that all employees be alert and in full possession of their faculties when On-Duty. All employees must be free of the effects of controlled substances and alcohol at all times of duty as a condition of employment.

Policy
It is the policy of MedFleet, LLC to maintain a work environment which is free from the use, sale, possession or distribution of narcotics and/or controlled substances or alcohol on MedFleet, LLC premises, while employees operate MedFleet, LLC owned or leased vehicles, and to require MedFleet, LLC employees to perform all related job duties **without the presence** of illegal drugs, alcohol, narcotics and/or controlled substances in their systems.

In order to ensure the quality of its operations, MedFleet, LLC reserves the right to test any employee for alcohol, narcotics and/or controlled substances, and to conduct searches of MedFleet, LLC premises, equipment, employee work areas, lockers, and vehicles on MedFleet, LLC premises, with probable cause, at any time. All On-Duty MedFleet, LLC employees will be required to have both an alcohol and controlled substance drug test when being tested.

Each MedFleet, LLC employee is required to be fit for duty while providing services on behalf of the company and shall be able to perform all assigned duties safely. Paramedics, Emergency Medical Technicians, Dispatch, Stretcher, and Logistics personnel and those who operate company vehicles are considered to be in a "Safety Sensitive Position."

In recognition of these policies, MedFleet, LLC prohibits the following actions:

- Unauthorized use, possession, manufacture, distribution, dispensation, sale, and known transportation of alcohol, narcotic and/or controlled substances or paraphernalia. MedFleet, LLC expressly prohibits unlawful use of narcotics and/or controlled substances by its employees at any time, on or off duty.

- MedFleet, LLC employees **may not** consume alcoholic beverages within a nine (9) hour period prior to the start of their shift because of the residual effects of alcohol. Alcohol is metabolized differently in different individuals and dependent on several factors, it may take longer than 9 hours to be completely metabolized. Employees should not report to work if they feel they are still under the influence of alcohol.

- Testing positive for the presence of **any** narcotic and/or controlled substance or alcohol during working hours or while working on behalf of MedFleet, LLC. MedFleet, LLC has a zero-tolerance policy, and any measurable amount is considered a positive test.

- Switching or adulterating any urine sample or other specimen submitted for testing for controlled substances or alcohol.

- Refusing consent to controlled substance or alcohol testing or to submit a specimen for testing in conformance with this policy. Once selected for an alcohol or controlled substance test under this policy, an employee shall be required to sign the MedFleet, LLC Consent and Release form. If the employee refuses to sign the MedFleet, LLC Consent and Release form when knowingly able, he/she may be disciplined up to and including termination.

- Failure to provide the MedFleet, LLC Management staff with a contact phone number while on any leave or vacation for employee's subject to follow-up testing.

- Failure to notify a MedFleet, LLC Manager of any arrest or conviction under any criminal drug statute or motor vehicle statute involving the use of alcohol or narcotic and/or controlled substances within two days of the arrest or conviction.

- Providing false information when information is required under this policy.

- Breaching confidentiality of upcoming or planned controlled substance or alcohol testing results.

- Refusing to complete a consent form prior to controlled substances or alcohol testing or refusing to complete a chain of custody form after submission of specimens for controlled substance or alcohol testing.

- Failure to report information from a physician indicating that the use of a prescribed or over the counter drug may alter the employee's behavioral alertness or mental ability and may interfere with the employee's ability to perform their normal job duties to a supervisor prior to the beginning of the employee's shift. If requested the employee will be required to have their physician complete a fit for duty status form to determine that the employee can perform the essential job functions and determine whether use of the medication will impair the employee's behavioral alertness, mental ability or ability to operate motorized vehicles, equipment or render patient care. MedFleet, LLC can request a fit for duty evaluation from our Occupational Health Clinic.

Scope:

- This policy shall apply to all MedFleet, LLC employees. All applicants for employment, and any employee operating a vehicle on behalf of the company. MedFleet, LLC may require outside vendors and independent contractors to adopt and maintain policies, which meet or exceed MedFleet, LLC standards.

- Company premises shall include all facilities and areas in which MedFleet, LLC operates, including, but not limited to, its property, and any property where services on behalf of MedFleet, LLC are being performed.

- Controlled substance includes those substances specified in Schedules I, II, III, IV, or V of the Controlled Substances Act (21 U.S.C. 812 et seq. as amended). For purposes of this policy, the term "drug" shall include any controlled substance. Schedule I drugs are those which have a high potential for abuse and have no currently accepted medical use in the U.S. Schedule II drugs are those that have a high potential for abuse but have an accepted

medical use with severe restrictions. Their use may lead to severe psychological or physical dependence. http://www.deadiversion.usdoj.gov/21cfr/21usc/812.htm

- Positive controlled substance or positive alcohol test reported to MedFleet, LLC identifying the presence of drugs, drug metabolites, or alcohol. To be determined positive, a blood, breath, or urine specimen must test positive in both a screening and confirmation test. The affected employee will be provided an opportunity to offer a legitimate explanation for the positive results to the clinic Medical Resource Officer (MRO).

PURPOSES FOR DRUG TESTING

1. Post-offer, pre-employment: Every applicant for employment shall sign a release form authorizing a confidential drug test and shall be advised of the company's pre-employment, post-offer drug-testing policy. MedFleet, LLC shall not hire any applicant, temporary employee or casual employee with a positive controlled substance test result.

2. Post-Incident (vehicle contact, employee injury, property damage, patient injury). In the case of vehicle contacts all employees in the vehicle will be tested. Supervisory employees are responsible for initiating post reportable incident or injury testing within two (2) hours of the incident or injury. Once scheduled, the supervisor shall meet with the employees, discuss the specific physical, behavioral or performance indicators, and inform the employees of the decision to perform the controlled substance or alcohol test. Any discussion of corrective action shall be avoided pending the results of the controlled substance or alcohol test. The employees shall be informed that a refusal to submit to a controlled substance or alcohol test carries the same consequences as a failed test and is a violation of this policy. The employees shall then be taken immediately to the designated collection site. Excepting reasonable cause testing, employees being tested with no obvious signs / symptoms of substance abuse concerns or other mitigating factors may be returned to their normal duties pending the results of the test.

3. Reasonable Cause. Factors that may establish reasonable cause include, but are not limited to:
   - Sudden changes in work performance
   - Repeated failure to follow instructions or operating procedures
   - Violation of MedFleet, LLC policies
   - Involvement in a reportable accident, occurrence or incident involving personal injury or illness, or property damage. All crew members involved in the incident will be tested.
   - Discovery or presence of prohibited substances in an employee's possession or near the employee's workplace
   - Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances
   - Unexplained or frequent absenteeism
   - Personality changes, disorientation, blackouts or inappropriately dozing off
   - Missing pharmaceuticals from MedFleet, LLC supplies to which the employee has access

   Reasonable cause alcohol testing may be conducted by use of a Breathalyzer by a trained breath alcohol technician, urinalysis, saliva or blood. An initial screening test will be

conducted and followed by a confirmation test if the screening indicates a breath, blood or urine alcohol level. The result of all tests shall be documented.

Reasonable cause drug and alcohol testing should be conducted for any employee who exhibits physical, behavioral, or performance indicators of probable drug or alcohol use. This decision must be based on a reasonable belief that the employee is using alcohol, or a prohibited drug and the employee will be escorted to an approved drug and alcohol testing facility to be tested under the guidelines cited above. The employee shall be informed that a refusal to submit to a controlled substance or alcohol test carries the same consequences as a failed test and is a violation of this policy. The employee shall then be taken immediately to the designated collection site. Employees tested due to reasonable cause may be placed on Administrative Suspension by MedFleet, LLC Management.

Medical Review Officer:

1. MedFleet, LLC shall designate a Medical Review Officer ("MRO") who shall be a licensed physician with knowledge of drug abuse disorders. The MRO shall perform the following functions for certain drug tests:
   - Review the results of drug and blood alcohol testing before they are reported to MedFleet, LLC
   - Review and interpret each confirmed positive test result as follows to determine if there is an alternative medical explanation for the confirmed positive test result:
     - Conduct a medical interview with the individual tested
     - Review the individual's medical history and any relevant biomedical factors.
     - Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication
     - If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result
     - Verify that the laboratory report and assessment are correct

2. The MRO review of confirmed positive test results shall conclude with one of the following determinations:
   - There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to MedFleet, LLC as a negative test and shall be recorded in the employee's Confidential Medical File
   - There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. If the legitimate authorized controlled substance poses a threat in a safety sensitive position, then this test shall be reported to MedFleet, LLC as a negative test but with Safety Sensitive concerns
   - Any MedFleet, LLC employee who has a drug test that is identified as a threat in a Safety Sensitive position will be referred to the MedFleet, LLC Occupational Health Physician for Fit-For-Duty clearance
   - Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient. At management discretion, another drug or alcohol screening may be requested of the employee. The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to MedFleet, LLC as a positive test and shall be recorded in the employee's Confidential Medical File

3. The MRO upon a positive test result for drugs or alcohol shall notify the MedFleet, LLC employee of their rights under the law.
   - A portion of the initial urine drug sample is held for 30 days by the laboratory that did the drug testing.
   - The MedFleet, LLC employee has a right to have a repeat drug test on the initial urine sample that had tested positive.
   - The MedFleet, LLC employee has the right to choose an HHA approved drug testing laboratory to have the initial sample retested. This testing is done at the employee's expense.

Confidentiality:

1. MedFleet, LLC respects the confidentiality of information relating to the circumstances surrounding testing of employees and results of testing. MedFleet, LLC will not make any unnecessary publication of this information. MedFleet, LLC may, however, disclose certain information to persons who have a need to know this information.

2. The following are considered confidential:
   - Dates, times and locations of upcoming drug or alcohol tests
   - Identity of those selected for drug or alcohol testing
   - Identity of any employee designated for reasonable cause-controlled substance or alcohol testing
   - All controlled substance or alcohol test results
   - All reports of prescribed drug usage
   - All reports of arrest or conviction

3. Any corrective action, including suspension and/or termination, shall be identified in the employee's personnel file as resulting from a violation of this policy.

Management EAP Referrals and/or Last Chance Agreements
See Employee Assistance Program (EAP) policy 200-10

Mission:
To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

August 16, 2024
Certified #9589 0710 5270 1188 5637 28
Return Service Requested

MEDFLEET, LLC DBA ATI AMBULANCE
Attn: Jeff Taylor
12200 US 19
Hudson, FL 34667

Dear Mr. Taylor:

I would like to welcome you as a new licensed provider of Emergency Medical Services in Florida. Your new provider number is 10080. A representative will contact you soon regarding your site review.

As an EMS provider in the State of Florida, you are responsible for every action and component of providing emergency medical services pursuant to your license. This responsibility includes but is not limited to ensuring proper oversight by the medical director, ensuring that all personnel is appropriately certified, trained, and operating pursuant to protocols, maintaining all required equipment and vehicles, and complying with all laws and regulations.

The trauma transport protocols (TTP) that you submitted along with your new licensure package have been approved by the Department. TTP must be kept up to date at all times and revisions must be submitted to the department and the trauma agency if one exists, for approval at least 60 days before the proposed TTP revisions. The Department shall review the proposed revisions within 30 days of receipt to determine compliance with section 64J-2 and Florida Statutes, Chapter 395. A copy of the updated TTP must be sent to all trauma centers and hospitals listed in your TTP. Please contact the department if there are any questions regarding your TTP.

Sincerely,

Michael Hall, Section Administrator
Emergency Medical Services

THIS IS A REMINDER THAT:

IF ALS/BLS PROVIDER, pursuant to Florida Statute 401.26(5)(a), In order to renew a vehicle or aircraft permit issued pursuant to this part, the applicant must: Submit a renewal application. Such application must be received by the department not more than 90 days or less than 30 days prior to the expiration of the permit.

IF AIR PROVIDER, pursuant to Florida Statute 401.251(5)(a), In order to renew a license for air ambulance service, the applicant must: Submit a renewal application to the department not more than 90 days nor less than 60 days before the license expires.

Florida Department of Health
Division of Emergency Preparedness and Community Support
Bureau of Emergency Medical Oversight
4052 Bald Cypress Way, Bin A-22 • Tallahassee, FL 32399-1722 PHONE: (850)245-4440 • FAX: (850) 921-0377

PHAB
Accredited Health Department
Public Health Accreditation Board

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **MEDFLEET, LLC DBA ATI AMBULANCE** **Provider Number # 10080**
Name of Provider

3706 DMG DRIVE LAKELAND, FL 33811
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

SEMINOLE
County (s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 08/14/2026

This certificate shall be posted in the above mentioned establishment

State of Florida

Department of State

I certify from the records of this office that ATI AMBULANCE is a Fictitious Name registered with the Department of State on May 1, 2024.

The Registration Number of this Fictitious Name is G24000057662.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of May, 2024

Secretary of State

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of the Fictitious Name ATI AMBULANCE, registered with the Department of State on May 1, 2024, as shown by the records of this office.

The Registration Number of this Fictitious Name is G24000057662.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Second day of May, 2024

Secretary of State

MEDICAL DIRECTOR SERVICE AGREEMENT

This Medical Director Service Agreement ("Agreement") is made and entered into this, the 15th day of May 2024, to be effective as provided for herein below, by and between MedFleet, LLC ("MedFleet") and Thomas Edwards, D.O. ("The Physician").

WHEREAS, MedFleet has applied to operate an emergency medical, ALS and BLS ambulance service in the state of Florida ("Business"); and,

WHEREAS, Florida Administrative Code 64.I-1.004(1) requires MedFleet to engage a Physician skilled in emergency medical administration to provide medical director services at the Business; and,

WHEREAS, The Physician desires to provide medical director services to MedFleet at the Business after MedFleet is successful in securing the Business.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties as herein set forth, the receipt and sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

ARTICLE I
SERVICES

1.1 Engagement: MedFleet shall engage the services of a Physician and the Physician shall provide services as medical director of the Business. In such capacity, The Physician shall perform the services customarily performed by the medical directors of such services and additional or other tasks related to the oversight of the services being administered at the business as designated by MedFleet. The Physician shall devote his ability and effort to provide for the proper medical quality and conduct of the business and its operations; provided however, operational decisions regarding the business shall be made solely by MedFleet.

1.2 Responsibilities: Without limiting the generality of the foregoing, The Physician shall provide the following services as detailed by Florida Administrative Code 641-1.004 F.A.C. and as required by MedFleet:

(a) Develop medically correct standing orders or protocols which permit specified ALS and BLS procedures when communication cannot be established with a supervising Physician or when any delay in patient care would potentially threaten the life or health of the patient. The medical director shall issue standing orders and protocols to the provider to ensure that the provider transports each of its patients to facilities that offer a type and level of care appropriate to the patient's medical condition if available within the service region. The

Physician or his appointee shall provide continuous 24-hour-per-day, 7-day-per-week medical direction which shall include in addition to the development of protocols and standing orders, direction to personnel of the provider as to availability of medical direction "off-line" service to resolve problems, system conflicts, and provide services in an emergency as that term is defined by section 252.34(3), FS.;

(b) Develop and implement a patient care quality assurance system to assess the medical performance of paramedics and EMTs. The Physician shall audit the performance of system personnel by use of a quality assurance program to include but not be limited to a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures. The Physician shall be responsible for participating in quality assurance programs developed by the State of Florida Department of Health ("Department");

(c) The Physician shall possess proof of current registration as a medical director with the U.S. Department of Justice, Drug Enforcement Administration (DEA), to provide controlled substances to an EMS provider. DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with MedFleet and shall be readily available for inspection;

(d) Ensure and certify that security procedures of the EMS provider for medications, fluids and controlled substances are in compliance with chapters 499 and 893, F.S., and chapter 61N-1, F.A.C.;

(e) Create, authorize and ensure adherence to, detailed written operating procedures regarding all aspects of the handling of medications, fluids and controlled substances by the provider;

(f) Notify the Department in writing of each substitution by the EMS provider of equipment or medication;

(g) Assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT, The Physician shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph;

(h) An EMT employed by a licensed ALS provider is authorized to-start-a non-medicated IV under the following conditions:

1. A non-medicated IV is initiated only in accordance with Department approved protocols of the licensed ALS provider's medical director. These protocols must include a requirement that the non-medicated IV be initiated in the presence of a Florida certified paramedic (of the same licensed provider) who directs the EMT to initiate the IV.

2. If the licensed ALS provider elects to utilize EMTs in this capacity, the licensed EMS provider shall ensure that the medical director provides IV Therapy training deemed sufficient by the medical director. The licensed EMS provider shall document successful completion of such training in each EMTs training file and make documentation available to the Department upon request.

(i) Ensure that all EMTs and paramedics are- trained in the use of the -trauma scorecard methodologies as provided in Rule 64J-2.004, F.A.C., for adult trauma patients and Rule 64J-2.005, F.A.G., for pediatric trauma patients;

(j) Develop and revise when necessary TTPs for submission to the department for approval;

(k) Participate in direct contact time with EMS field level providers for a minimum of 10 hours per year. Notwithstanding the number of EMS providers served by the medical director, direct contact time shall be a minimum of 10 hours per year per medical director, not per provider.

(l) Insure proper administration and execution of the business's patient care policies;

(m) Provide medical expertise to the business,

(n) Monitor the selection of the appropriate treatment modality and treatment setting for business patients;

(o) Participate in on-site governmental and managed care organization surveys upon request of PMP, review federal, state and local survey reports and as needed, participate in the development and implementation of appropriate plans of correction;

(p) Review all business incident reports, patient complaints and quality management reviews and implement corresponding actions, if necessary;

(q) Make recommendations to MedFleet in keeping costs of the Business to a minimum;

(r) Be available to act as liaison with business' affiliated medical institutions;

(s) Maintain the business' overall quality management program, procedures to promote the consistency and quality of all services provided at the business by non-Physician personnel and at all times operate the Business so it is in compliance with all applicable governmental requirements, and;

(t) Cooperate with Business' insurance carriers and/or its designees regarding any claims, investigation or lawsuits involving the services provided hereunder and immediately notify business upon receipt of any such claim, investigation, or lawsuit.

1.3 MedFleet Obligations: MedFleet's obligations to provide services hereunder are conditioned upon MedFleet providing the following services to the business:

(a) Financial services, including bookkeeping, billing, general ledger and collection services;

(b) Periodic updates on changes in federal and state regulations affecting the operations of the business;

(c) Appropriate furnishing and maintenance of the business and equipment, and;

(d) Adequate staffing at the business.

ARTICLE 2
TERM AND TERMINATION

2.1 Term: The "Effective Date" of this Agreement shall be the first date written above. This agreement shall remain in full force and effect until the 1st anniversary of the effective date; unless otherwise terminated in accordance with the Article 2 ("Initial Term"); provided, however, that this agreement is terminated during the initial term, the parties shall not enter into an agreement regarding the subject matter of this agreement for the remainder of the initial term. Following the initial term, this agreement will be automatically renewed for successive one (1) year terms ("Renewal Terms"), unless either party terminates the agreement in accordance with this Article 2.

2.2 No Fault Termination: Either party may terminate this agreement for any reason or no reason by giving sixty (60) days written notice to the other party.

2.3 Termination by Agreement: If MedFleet and the Physician shall mutually agree in writing, this agreement shall be terminated on the time and date stipulated therein.

2.4 Termination for Cause: A party may terminate this agreement and all rights and liabilities created by this agreement immediately, at any time for cause for the following events of the other party;

a) A party's intentional dishonesty, misconduct, or misappropriation of funds;

b) A party's disparagement of the other party or any of its representatives or employees;

c) A party's refusal to perform properly designated task;

d) A party's gross negligence in the performance of medical or other functions;

e) The suspension or revocation of a party's license to conduct business;

f) A party's act or omission that could be materially detrimental to the reputation of the other party;

g) A party's failure to materially perform or observe any of the terms or provisions of this agreement;

h) A party's material breach of any of the terms or provisions of this agreement;

I) The reprimand of a party by a federal or state regulatory or professional oversight board or;

j) The failure of any of the party's representations in this Agreement.

2.5 Effect of Termination or Expiration:

(a) Following the expiration of this Agreement or its termination for any reason, a party shall not intentionally interfere with any intent by the other party to contract with any other individual or entity for the provision of medical director services.

ARTICLE 3
COMPENSATION

3.1 Compensation: In consideration of the services, covenants, and agreements agreed to be performed by the Physician during the Initial or renewal term of this agreement. MedFleet shall pay the Physician ~~two thousand ($2,000.00) dollars~~ Three Thousand ($3,000.00) dollars on a monthly basis for all month's the Physician performs at least four (4) hours of service under this Agreement per week and MedFleet shall pay the Physician a prorated amount for all months in which the Physician performs less than four (4) hours of service under this agreement per week. On a monthly basis, the Physician shall submit to MedFleet written records of all hours worked providing services under this agreement. The Physician agrees to accept this payment by MedFleet as the total for all services, covenants, and agreements pursuant to this agreement, provided, however, ninety (90) days prior to each annual anniversary of the Effective Date of the Initial Term and any Renewal Term, the parties shall discuss in good faith whether any adjustment to the compensation described in Article 3 herein would be appropriate to reflect fair market value of the services provided hereunder by The Physician. No change to the compensation shall be made unless both parties agree in writing any such change shall be effective for at least 12 months from the effective date of such change.

3.2 Addition Effect of Termination: If either MedFleet or the Physician terminates this agreement or it expires before the end of a business pay period, the compensation shall be

prorated on a daily basis for purposes of calculating the amount of compensation due to the Physician through the date of the termination or expiration. MedFleet may offset any sums owing it due from the Physician from such owed sums.

ARTICLE 4
STATUS OF PARTIES

4.1 Tax Status: It is mutually understood that the Physician engaged to perform services required hereunder are to be engaged by The Physician and shall be independent contractor of the MedFleet or the business, and under no circumstances shall be an employee of MedFleet or the business. The Physician shall be responsible for any payroll and similar taxes related to its engagement of the Physician(s), and neither the Physician nor its the Physician(s) shall be entitled to any benefits afforded to the employees of MedFleet. In event that the United States Internal Revenue Service "(IRS") should question or challenge the worker status of The Physician or its the Physicians, the parties hereto mutually agree that both the Physician and MedFleet shall have the right to participate in any discussion or negotiation with the IRS, irrespective of or by whom such discussions or negotiations are initiated; and each party shall notify the other in advance of any planned meeting or discussion.

4.2 No Agency: The Physician shall not have the right or authority and hereby expressly covenants not to enter a contract in the name of MedFleet, LLC or otherwise bind MedFleet in any way, without the express written consent of MedFleet. However, the Physician shall advise and assist MedFleet in securing and retaining contracts in the name and for the account of MedFleet with such individuals or entities as necessary for the proper and efficient functioning of MedFleet.

Article 5
Indemnification

5.1 Insurance Coverage: MedFleet shall purchase and maintain at its expense, for the Physician, professional and general liability insurance coverage in such amounts as are reasonably standard in health care from a commercial insurance company licensed to transact insurance in the State of Florida. MedFleet, at its option, may choose to provide coverage under a self-insurance program. Such insurance coverage will only apply to the Physician's responsibilities and services related to this agreement. MedFleet shall deliver to the Physician, upon written request, satisfactory evidence of such insurance.

Article 6
Representations

6.1 The Physician Representations and Warranties: In performing services under this

Agreement, the Physician covenants and warrants that(s)he:

a) Is licensed without restriction to practice medicine in the State of Florida and has never had any such license in this or any other state limited, withdrawn, suspended, subject to reprimand, curtailed placed on probation or revoked;

b) Has never been denied membership or reappointment to membership on medical staff of any health care business, and no health care business medical staff membership or clinical privileges of a Physician have ever been limited, suspended, curtailed, revoked, placed on probation, or withdrawn, subject to reprimand whether voluntarily or as a result of action (either formal or informal) initiated by health care Business or its medical staff.

c) Will use his/her best and most diligent efforts and professional skills and judgement in rendering services under this agreement;

d) Will immediately notify MedFleet of any denial, suspension, revocation or curtailment of licensure or certification status, medical staff membership or clinical privileges held by The Physician with any state, company, payor or health care business;

e) Will immediately notify MedFleet in writing of receipt of any action, claim or lawsuit alleging professional negligence lodged against The Physician individually or any entity with which he/she is affiliated, and;

f) Will immediately notify MedFleet of any sanction, threatened sanction, investigation or proceeding by any governmental agency or any entity regarding the Physician's participation in Medicare and Medicaid program or any third-party payor program in which the business participates.

ARTICLE 7
MISCELLANEOUS

7.1 Business Associate Agreement: The parties hereto will enter a "Business Associate Agreement" prior to the provision of any services by The Physician under this Agreement.

7.2 Notices: Any notices to be given under this Agreement shall be deemed given if sent U.S. certified mail, returned receipt requested, to parties at the following addresses:

MedFleet: MedFleet, LLC
Attn: Jeff Taylor
12200 US Hwy 19 N

Hudson, FL 34667

Physician: Dr. Thomas Edwards
PO Box 537
San Antonio, FL 33576

If either party desires to change either address of the person to whom notice is to be given, such change must be made in writing, delivered to the parties.

7.3 Amendments: This Agreement may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing and approved by the parties hereto.

7.4 Assignability: This Agreement shall not be assigned by MedFleet or the Physician, however, MedFleet may assign this Agreement to its Corporate Affiliate[1] and without prior written notice.

7.5 Severability and Termination Provisions: If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws in effect during the term of this Agreement, the illegality, validity or enforce ability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in terns to such illegal, invalid or unenforceable provision as may be legal, valid and enforceable.

7.6 Headings: The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

7.7 Entire Agreement: This Agreement constitutes the full contract and agreement of the parties, superseding all prior or contemporaneous agreement, either oral or written.

7.8 Construction of the Agreement and Binding Effect: This Agreement shall be construed and interpreted to the laws of the State of Florida.

7.8 Non-Waiver: The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

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[1] Corporate Affiliate means any parent, sister organization or subsidiary business entity of MedFleet, LLC

7.9 Disputes and Governing Law: The parties agree that any dispute arising in connection with, or relating to, this Agreement or termination of this Agreement, to the maximum extent allowed by applicable law, shall be subject to resolution through informal methods and, failing such efforts, through arbitration. Either party may notify the other party of the existence of any dispute by written notice to the address indicated hereinabove, the parties shall thereafter attempt-in good faith to resolve their differences within thirty (3) days after receipt of such notice. If the dispute cannot be resolved within such a 30-day period, either party may file a written demand for arbitration with the other party. The arbitration shall proceed in accordance with the terms of the Federal Arbitration Act and the rules and procedures of the American Arbitration Association's procedures to resolve the dispute. The parties agree that in the event arbitration is necessary, the laws of the State of Florida and any applicable federal laws shall apply. The place of the arbitration shall be Hudson, Pasco County, Florida State. The award of the arbitrator shall be binding and conclusive upon the parties. Either party shall have the right to have the award made the judgement of a court of competent jurisdiction in the State of Florida. In any event the arbitrator shall not make an award greater than the value of this Agreement.

Signature page below.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written to be effective as provided hereinabove.

MedFleet, LLC

By: _____

~~Jeff Taylor, Chief Operating Officer~~ Herman M. Schmitz, CEO

Date: 5 / 15 / 24

Physician

By: _____

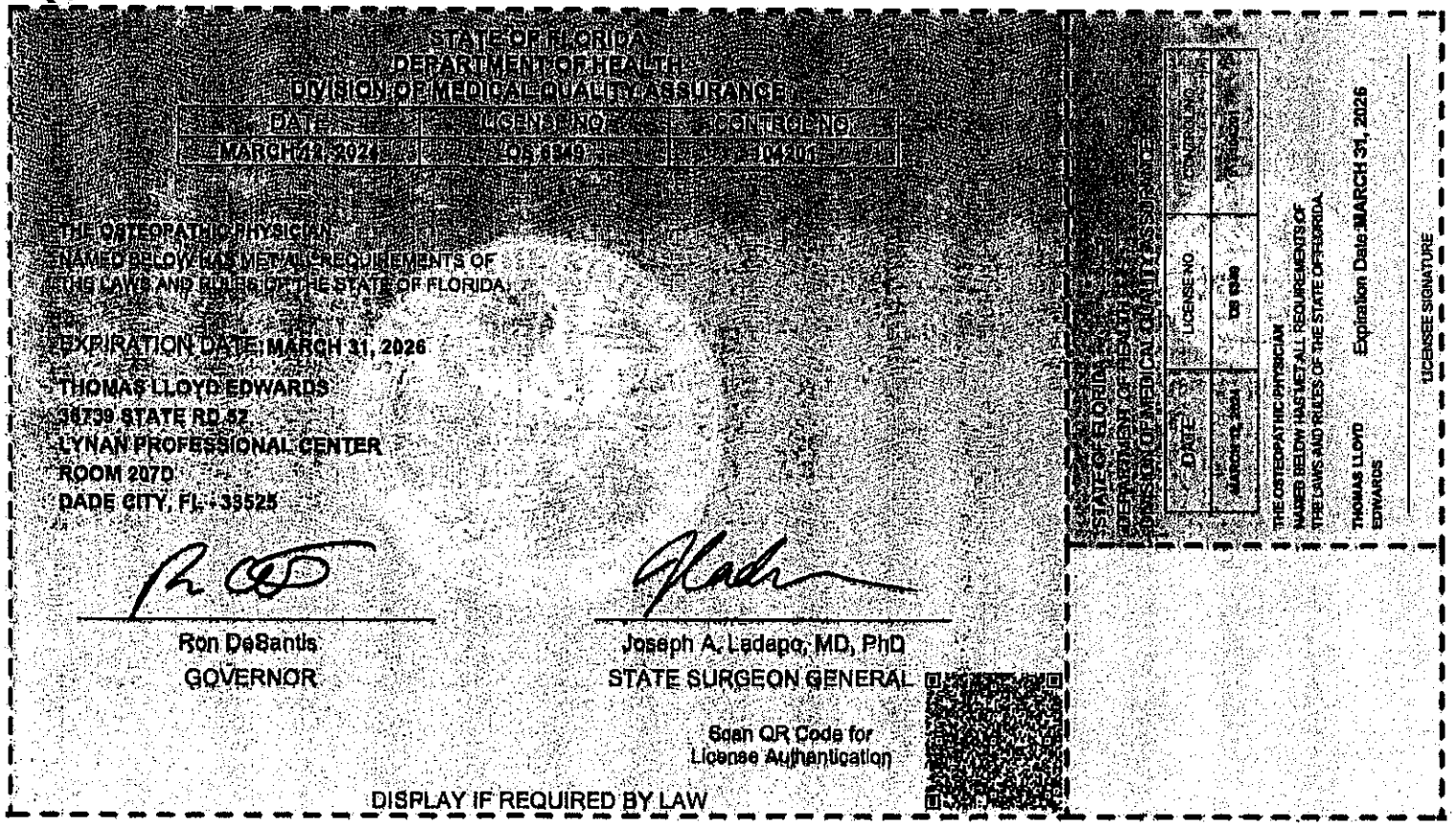
Thomas Edwards, D.O.

Date: 5 / 15 / 2024

Your license number is OS 6349.

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.



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FE4411889	08-31-2027	$888

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	07-09-2024

EDWARDS, THOMAS
MEDFLEET AMBULANCE, LLC DBA ATI
3706 DMG DR
LAKELAND, FL 338111043

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
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WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
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EDWARDS, THOMAS
MEDFLEET AMBULANCE, LLC DBA ATI
3706 DMG DR
LAKELAND, FL 338111043

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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)


AMBULANCE
Ambulance
863-698-9764
ATL
DC 01


Ambulance
863-698-9764
DC 02

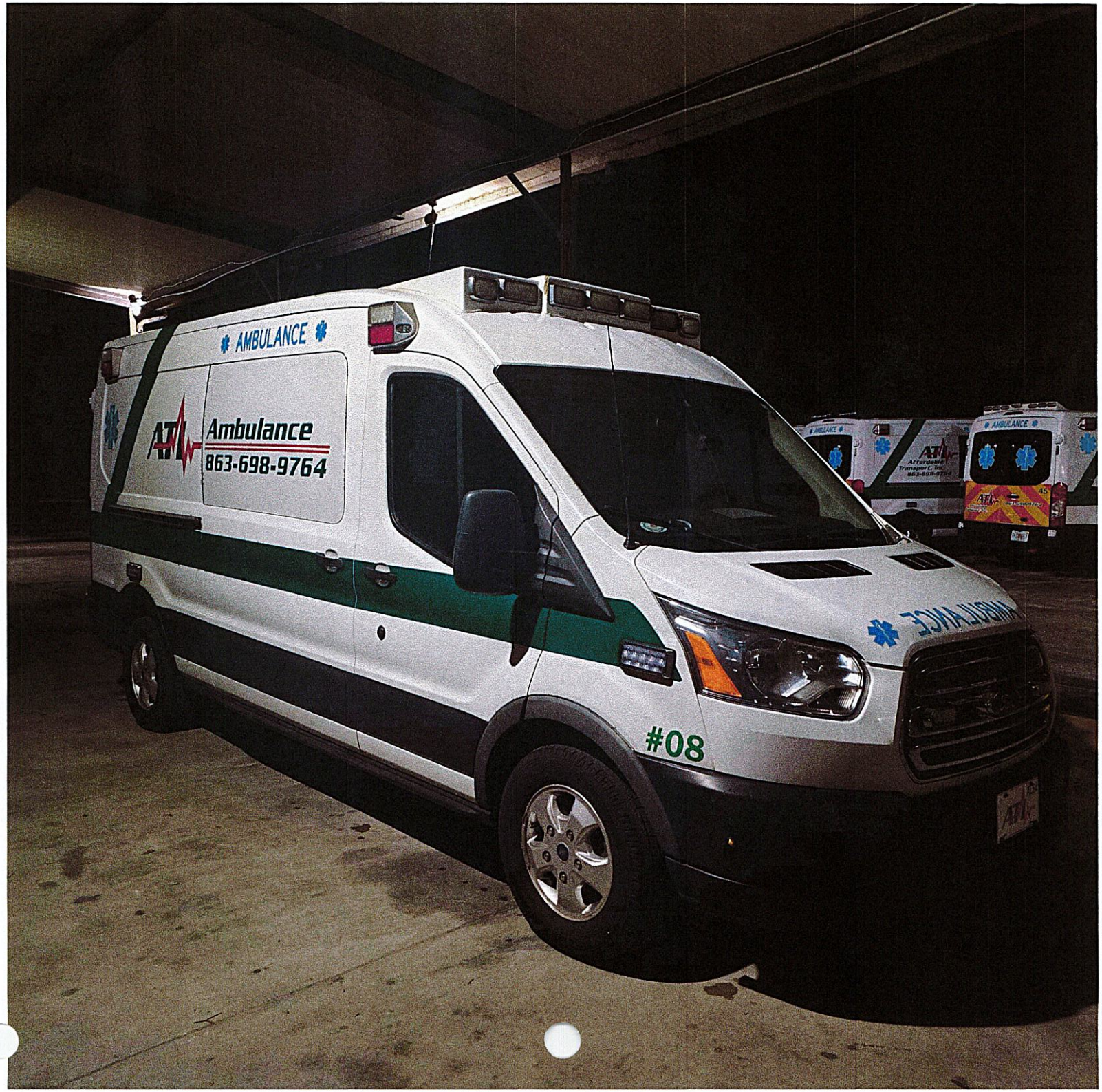

AMBULANCE
ATL
Ambulance
863-698-9764
AMBULANCE
DC 03


AMBULANCE
ATM
Ambulance
863-698-9764
DC 04


AMBULANCE
ATM
Ambulance
863-698-9764
#05
CALL 911
407-953-1200
321-947-7548


AMBULANCE
ATM
Ambulance
863-698-9764
#06


AMBULANCE
Ambulance
863-698-9764
#07


AMBULANCE
Ambulance
863-698-9764
#08


ATI
Ambulance
863-698-9764
#09


AMBULANCE
ATL
Ambulance
863-698-9764
#10


AMBULANCE
Ambulance
863-698-9764
DC 11


AMBULANCE
Ambulance
863-698-9764
ATI
DC 12


AMBULANCE
ATL
Affordable
Transport, Inc.
863-698-9764
#45


AMBULANCE
ATI
Affordable
Transport, Inc.
863-698-9764
#46


AMBULANCE
ATI Ambulance
863-698-9764
#47


AMBULANCE
ATL
Ambulance
863-698-9764
#50


AMBULANCE
ATI
Affordable
Transport, Inc.
863-698-9764
#051


AMBULANCE
Affordable
Transport, Inc.
863-698-9764
#052


AMBULANCE
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863-698-9764
#053


AMBULANCE
Affordable
Transport, Inc.
863-698-9764
#054


AMBULANCE
ATI
Ambulanc
863-698-976
55

"Back-Up Availability"
Hardee County COPCN

ATI Ambulance will continue to operate based out of Lakeland with the current twenty-two units. ATI has the ability to quickly send a second unit in case of a critical failure. The same capacity applies to the coverage of multiple calls during any given time frame. As ATI is now a part of MedFleet, LLC., there is also the ability to summon aid from the MedFleet Operations in Pasco County.

Your license number is OS 6349.

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	LICENSE NO.	CONTROL NO.
MARCH 12, 2024	**OS 6349**	**104201**

THE OSTEOPATHIC PHYSICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **MARCH 31, 2026**

THOMAS LLOYD EDWARDS
36739 STATE RD 52
LYNAN PROFESSIONAL CENTER
ROOM 207D
DADE CITY, FL - 33525

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	LICENSE NO.	CONTROL NO.
MARCH 12, 2024	OS 6349	104201

THE OSTEOPATHIC PHYSICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

THOMAS LLOYD EDWARDS

Expiration Date: **MARCH 31, 2026**

LICENSEE SIGNATURE

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FE4411889	08-31-2027	$888

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	07-09-2024

EDWARDS, THOMAS
MEDFLEET AMBULANCE, LLC DBA ATI
3706 DMG DR
LAKELAND, FL 338111043

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
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orm DEA-223 (9/2016)

MEDFLEET LLC, dba ATI AMBULANCE

Attachment 16

The adequacy of the management plan upon request of this service.

MED FLEET AMBULANCE

Verification of drug free workplace
Hardee County COPCN Item 17

- Attached is the MedFleet, LLC / ATI Ambulance "Alcohol and Drug Free Workplace" Policy # 200-3.

MedFleet Ambulance
12200 US Highway 19, Hudson, FL 34667
727-849-6849
www.medfleet.com

SUBJECT: **Alcohol and Drug Free Workplace**
POLICY #: **200-3**

EFFECTIVE DATE: 06/01/2021

Purpose
MedFleet, LLC is committed to providing a workplace free from alcohol and controlled substances in order to ensure a safe, healthy and work-efficient environment for MedFleet, LLC employees, customers and the general public. MedFleet, LLC operations involve the safety and well-being of thousands of persons dependent upon its services and it is essential that all employees be alert and in full possession of their faculties when On-Duty. All employees must be free of the effects of controlled substances and alcohol at all times of duty as a condition of employment.

Policy
It is the policy of MedFleet, LLC to maintain a work environment which is free from the use, sale, possession or distribution of narcotics and/or controlled substances or alcohol on MedFleet, LLC premises, while employees operate MedFleet, LLC owned or leased vehicles, and to require MedFleet, LLC employees to perform all related job duties **without the presence** of illegal drugs, alcohol, narcotics and/or controlled substances in their systems.

In order to ensure the quality of its operations, MedFleet, LLC reserves the right to test any employee for alcohol, narcotics and/or controlled substances, and to conduct searches of MedFleet, LLC premises, equipment, employee work areas, lockers, and vehicles on MedFleet, LLC premises, with probable cause, at any time. All On-Duty MedFleet, LLC employees will be required to have both an alcohol and controlled substance drug test when being tested.

Each MedFleet, LLC employee is required to be fit for duty while providing services on behalf of the company and shall be able to perform all assigned duties safely. Paramedics, Emergency Medical Technicians, Dispatch, Stretcher, and Logistics personnel and those who operate company vehicles are considered to be in a "Safety Sensitive Position."

In recognition of these policies, MedFleet, LLC prohibits the following actions:

- Unauthorized use, possession, manufacture, distribution, dispensation, sale, and known transportation of alcohol, narcotic and/or controlled substances or paraphernalia. MedFleet, LLC expressly prohibits unlawful use of narcotics and/or controlled substances by its employees at any time, on or off duty.

- MedFleet, LLC employees **may not** consume alcoholic beverages within a nine (9) hour period prior to the start of their shift because of the residual effects of alcohol. Alcohol is metabolized differently in different individuals and dependent on several factors, it may take longer than 9 hours to be completely metabolized. Employees should not report to work if they feel they are still under the influence of alcohol.

- Testing positive for the presence of **any** narcotic and/or controlled substance or alcohol during working hours or while working on behalf of MedFleet, LLC. MedFleet, LLC has a zero-tolerance policy, and any measurable amount is considered a positive test.

- Switching or adulterating any urine sample or other specimen submitted for testing for controlled substances or alcohol.

- Refusing consent to controlled substance or alcohol testing or to submit a specimen for testing in conformance with this policy. Once selected for an alcohol or controlled substance test under this policy, an employee shall be required to sign the MedFleet, LLC Consent and Release form. If the employee refuses to sign the MedFleet, LLC Consent and Release form when knowingly able, he/she may be disciplined up to and including termination.

- Failure to provide the MedFleet, LLC Management staff with a contact phone number while on any leave or vacation for employee's subject to follow-up testing.

- Failure to notify a MedFleet, LLC Manager of any arrest or conviction under any criminal drug statute or motor vehicle statute involving the use of alcohol or narcotic and/or controlled substances within two days of the arrest or conviction.

- Providing false information when information is required under this policy.

- Breaching confidentiality of upcoming or planned controlled substance or alcohol testing results.

- Refusing to complete a consent form prior to controlled substances or alcohol testing or refusing to complete a chain of custody form after submission of specimens for controlled substance or alcohol testing.

- Failure to report information from a physician indicating that the use of a prescribed or over the counter drug may alter the employee's behavioral alertness or mental ability and may interfere with the employee's ability to perform their normal job duties to a supervisor prior to the beginning of the employee's shift. If requested the employee will be required to have their physician complete a fit for duty status form to determine that the employee can perform the essential job functions and determine whether use of the medication will impair the employee's behavioral alertness, mental ability or ability to operate motorized vehicles, equipment or render patient care. MedFleet, LLC can request a fit for duty evaluation from our Occupational Health Clinic.

Scope:

- This policy shall apply to all MedFleet, LLC employees. All applicants for employment, and any employee operating a vehicle on behalf of the company. MedFleet, LLC may require outside vendors and independent contractors to adopt and maintain policies, which meet or exceed MedFleet, LLC standards.

- Company premises shall include all facilities and areas in which MedFleet, LLC operates, including, but not limited to, its property, and any property where services on behalf of MedFleet, LLC are being performed.

- Controlled substance includes those substances specified in Schedules I, II, III, IV, or V of the Controlled Substances Act (21 U.S.C. 812 et seq. as amended). For purposes of this policy, the term "drug" shall include any controlled substance. Schedule I drugs are those which have a high potential for abuse and have no currently accepted medical use in the U.S. Schedule II drugs are those that have a high potential for abuse but have an accepted

medical use with severe restrictions. Their use may lead to severe psychological or physical dependence. http://www.deadiversion.usdoj.gov/21cfr/21usc/812.htm

- Positive controlled substance or positive alcohol test reported to MedFleet, LLC identifying the presence of drugs, drug metabolites, or alcohol. To be determined positive, a blood, breath, or urine specimen must test positive in both a screening and confirmation test. The affected employee will be provided an opportunity to offer a legitimate explanation for the positive results to the clinic Medical Resource Officer (MRO).

PURPOSES FOR DRUG TESTING

1. Post-offer, pre-employment: Every applicant for employment shall sign a release form authorizing a confidential drug test and shall be advised of the company's pre-employment, post-offer drug-testing policy. MedFleet, LLC shall not hire any applicant, temporary employee or casual employee with a positive controlled substance test result.

2. Post-Incident (vehicle contact, employee injury, property damage, patient injury). In the case of vehicle contacts all employees in the vehicle will be tested. Supervisory employees are responsible for initiating post reportable incident or injury testing within two (2) hours of the incident or injury. Once scheduled, the supervisor shall meet with the employees, discuss the specific physical, behavioral or performance indicators, and inform the employees of the decision to perform the controlled substance or alcohol test. Any discussion of corrective action shall be avoided pending the results of the controlled substance or alcohol test. The employees shall be informed that a refusal to submit to a controlled substance or alcohol test carries the same consequences as a failed test and is a violation of this policy. The employees shall then be taken immediately to the designated collection site. Excepting reasonable cause testing, employees being tested with no obvious signs / symptoms of substance abuse concerns or other mitigating factors may be returned to their normal duties pending the results of the test.

3. Reasonable Cause. Factors that may establish reasonable cause include, but are not limited to:
   - Sudden changes in work performance
   - Repeated failure to follow instructions or operating procedures
   - Violation of MedFleet, LLC policies
   - Involvement in a reportable accident, occurrence or incident involving personal injury or illness, or property damage. All crew members involved in the incident will be tested.
   - Discovery or presence of prohibited substances in an employee's possession or near the employee's workplace
   - Odor of alcohol and/or residual odor peculiar to some chemical or controlled substances
   - Unexplained or frequent absenteeism
   - Personality changes, disorientation, blackouts or inappropriately dozing off
   - Missing pharmaceuticals from MedFleet, LLC supplies to which the employee has access

   Reasonable cause alcohol testing may be conducted by use of a Breathalyzer by a trained breath alcohol technician, urinalysis, saliva or blood. An initial screening test will be

conducted and followed by a confirmation test if the screening indicates a breath, blood or urine alcohol level. The result of all tests shall be documented.

Reasonable cause drug and alcohol testing should be conducted for any employee who exhibits physical, behavioral, or performance indicators of probable drug or alcohol use. This decision must be based on a reasonable belief that the employee is using alcohol, or a prohibited drug and the employee will be escorted to an approved drug and alcohol testing facility to be tested under the guidelines cited above. The employee shall be informed that a refusal to submit to a controlled substance or alcohol test carries the same consequences as a failed test and is a violation of this policy. The employee shall then be taken immediately to the designated collection site. Employees tested due to reasonable cause may be placed on Administrative Suspension by MedFleet, LLC Management.

Medical Review Officer:

1. MedFleet, LLC shall designate a Medical Review Officer ("MRO") who shall be a licensed physician with knowledge of drug abuse disorders. The MRO shall perform the following functions for certain drug tests:
   - Review the results of drug and blood alcohol testing before they are reported to MedFleet, LLC
   - Review and interpret each confirmed positive test result as follows to determine if there is an alternative medical explanation for the confirmed positive test result:
     - Conduct a medical interview with the individual tested
     - Review the individual's medical history and any relevant biomedical factors.
     - Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from a legally prescribed medication
     - If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result
     - Verify that the laboratory report and assessment are correct

2. The MRO review of confirmed positive test results shall conclude with one of the following determinations:
   - There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. This shall be reported to MedFleet, LLC as a negative test and shall be recorded in the employee's Confidential Medical File
   - There is a legitimate medical explanation for the confirmed positive test result other than unauthorized use of a controlled substance. If the legitimate authorized controlled substance poses a threat in a safety sensitive position, then this test shall be reported to MedFleet, LLC as a negative test but with Safety Sensitive concerns
   - Any MedFleet, LLC employee who has a drug test that is identified as a threat in a Safety Sensitive position will be referred to the MedFleet, LLC Occupational Health Physician for Fit-For-Duty clearance
   - Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient. At management discretion, another drug or alcohol screening may be requested of the employee. The MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a controlled substance or alcohol. This shall be reported to MedFleet, LLC as a positive test and shall be recorded in the employee's Confidential Medical File

3. The MRO upon a positive test result for drugs or alcohol shall notify the MedFleet, LLC employee of their rights under the law.
   - A portion of the initial urine drug sample is held for 30 days by the laboratory that did the drug testing.
   - The MedFleet, LLC employee has a right to have a repeat drug test on the initial urine sample that had tested positive.
   - The MedFleet, LLC employee has the right to choose an HHA approved drug testing laboratory to have the initial sample retested. This testing is done at the employee's expense.

Confidentiality:

1. MedFleet, LLC respects the confidentiality of information relating to the circumstances surrounding testing of employees and results of testing. MedFleet, LLC will not make any unnecessary publication of this information. MedFleet, LLC may, however, disclose certain information to persons who have a need to know this information.

2. The following are considered confidential:
   - Dates, times and locations of upcoming drug or alcohol tests
   - Identity of those selected for drug or alcohol testing
   - Identity of any employee designated for reasonable cause-controlled substance or alcohol testing
   - All controlled substance or alcohol test results
   - All reports of prescribed drug usage
   - All reports of arrest or conviction

3. Any corrective action, including suspension and/or termination, shall be identified in the employee's personnel file as resulting from a violation of this policy.

Management EAP Referrals and/or Last Chance Agreements
See Employee Assistance Program (EAP) policy 200-10

THOMAS LLOYD EDWARDS

License Number: OS6349

Profession	Osteopathic Physician
License Status	CLEAR/Active
Year Began Practicing	06/01/1992
License Expiration Date	03/31/2026
Controlled Substance Prescriber (for the Treatment of Chronic Non-malignant Pain)	Yes

General Information

Primary Practice Address

THOMAS LLOYD EDWARDS
36739 STATE RD 52
LYNAN PROFESSIONAL CENTER
DADE CITY, FL 33525

Medicaid

This practitioner DOES participate in the Medicaid program.

Staff Privileges

This practitioner has not indicated any staff privileges.

Email Address

Please contact at: **tom@drthomasedwards.com**

Other State Licenses

This practitioner has not indicated any additional state licensures.

Florida Birth-Related Neurological Injury Compensation Association

If you are a Florida Allopathic (MD) or Osteopathic (DO) Physician, you are required to provide proof of payment of the Florida Birth-Related Neurological Injury Compensation Association (NICA) assessment as required by section 766.314, Florida Statutes. Payment of the initial and annual assessment are required of all Florida Allopathic and Osteopathic Physicians who do not qualify for an exemption as set forth in section 766.314(4)(b)4, Florida Statutes.

This practitioner has indicated that he/she has submitted payment of the assessment.

Education and Training

Education and Training

Institution Name	Degree Title	Dates of Attendance	Graduation Date
KIRKSVILLE COLLEGE OF OSTEOPAT	DO		05/01/1991

Other Health Related Degrees

This practitioner does not hold any additional health related degrees.

Professional and Postgraduate Training

This practitioner has completed the following graduate medical education:

Program Name	Program Type	Specialty Area	Other Specialty Area	City	State or Country	Dates Attended From	Dates Attended To
UNIVERSITY GENERAL HOSPITAL	INTERNSHIP	FP - FAMILY PRACTICE		***	FLORIDA	06/10/1991	05/30/1992

Academic Appointments

Graduate Medical Education

This practitioner has not had the responsibility for graduate medical education within the last 10 years.

Academic Appointments

This practitioner does not currently hold faculty appointments at any medical/health related institutions of higher learning.

Specialty Certification

Specialty Certification

This practitioner holds the following certifications from specialty boards recognized by the Florida board which regulates the profession for which he/she is licensed:

Specialty Board	Certification	Date Certified
AMERICAN OSTEOPATHIC BOARD OF FAMILY PHY	FP - FAMILY PRACTICE	11/16/1998

Financial Responsibility

Financial Responsibility

I have hospital staff privileges and I have obtained and maintain professional liability coverage in an amount not less than $250,000 per claim, with a minimum annual aggregate of not less than $750,000,from an authorized insurer as defined under s.624.09 FS, from a surplus lines insurer as defined under s.626.914(2)FS, from a risk retention group as defined under s.627.942 FS, from the Joint Underwriting Association established under s.627.351(4)FS, or through a plan of self-insurance as provided in s.627.357 FS, or through a plan of self-insurance which meets the conditions specified for satisfying financial responsibility in s.766.110 FS.

Proceedings and Actions

Proceedings & Actions

Criminal Offenses

The criminal history information, if any exists, may be incomplete; federal criminal history information is not available to the public. Information is verified by the Department at the time of initial licensure and renewal.

This practitioner has indicated that he/she has no criminal offenses required to be published on this profile.

Medicaid Sanctions and Terminations

This practitioner has not been sanctioned or terminated for cause from the Medicaid program.

Final Disciplinary Actions Reported by the Department of Health within the last 10 years:

The information below is self reported by the practitioner.

Final disciplinary action taken by a specialty board within the last 10 years:

This practitioner has indicated that he/she has *NOT* had any final disciplinary action taken against him/her within the last 10 years by a specialty board.

Final disciplinary action taken by a licensing agency within the last 10 years:

This practitioner has indicated that he/she has *NOT* had any final disciplinary action taken against him/her within the last 10 years by a licensing agency.

Disciplinary action taken by a health maintenance organization, pre-paid health clinic, nursing home, licensed hospital or ambulatory surgical center within the last 10 years:

This practitioner has indicated that he/she has *NOT* had any final disciplinary action taken against him/her within the last 10 years by a health maintenance organization, pre-paid health clinic, nursing home, licensed hospital or ambulatory surgical center.
The following discipline has been reported as required under 456.041(5), F.S. within the previous 10 years.

Resignation from or non-renewal of medical staff membership or the restriction or revocation of staff privileges within the last 10 years by a health maintenance organization, pre-paid health clinic, nursing home, licensed hospital or ambulatory surgical center in lieu of or in settlement of a pending disciplinary case related to competence or character.

This practitioner has indicated that he/she has *NEVER* been asked to or allowed to resign from or had any medical staff privileges restricted or revoked within the last 10 years by a health maintenance organization, pre-paid health clinic, nursing home, licensed hospital or ambulatory surgical center.

Liability Claims Exceeding $100,000.00 Within last 10 years.

Settlement of a claim may occur for a variety of reasons that do not necessarily reflect negatively on the professional competence or conduct of the physician. A payment settlement of a medical malpractice action or claim should not be construed as creating a presumption that medical malpractice has occurred.
Additional claims information may have been reported to the Department of Financial Services. To check their web site, please click here.
There have not been any reported liability actions, which are required to be reported under section 456.049, F. S., within the previous 10 years.

Optional Information

Committees/Memberships

This practitioner has not indicated any committees on which they serve for any health entity with which they are affiliated.

Professional or Community Service Awards

This practitioner has provided the following professional or community service activities, honors, or awards:

Community Service/Award/Honor	Organization
OUTSTANDING SERVICE AWARD	ALACHUA COUNTY DEPARTMENT OF EMERGENCY SERVICES
SECRETARY/TREASURER	FLORIDA OSTEOPATHIC MEDICAL ASSOCIATION DISTRICT 13
PRESIDENT'S HONOR LIST	PASCO HERNANDO COMMUNITY COLLEGE
EXCELLENCE IN SCIENCE & MATHEMATICS AWARD	ST LEO COLLEGE, ST LEO, FLORIDA
SUMMER PRECEPTORSHIP AWARD	STUDENT OSTEOPATHIC MEDICAL ASSOCIATION
LETTER OF COMMENDATION, SURGERY CLUB	KIRKSVILLE COLLEGE OF OSTEOPATHIC MEDICINE

Publications

This practitioner has not provided any publications that he/she authored in peer-reviewed medical literature within the last ten years.

Professional Web Page

www.drthomasedwards.com

Languages Other Than English

This practitioner has not indicated that any languages other than English are used to communicate with patients, or that any translation service is available for patients, at his/her primary place of practice.

Other Affiliations

This practitioner has provided the following national, state, local, county, and professional affiliations:

Affiliation
AMERICAN COLLEGE OF OSTEOPATHIC EMERGENCY PHYSICIANS
AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PHYSICIANS
AMERICAN COLLEGE OF OSTEOPATHIC FAMILY PRACTITIONERS
AMERICAN OSTEOPATHIC ASSOCIATION
FLORIDA OSTEOPATHIC MEDICAL ASSOCIATION
KIRKSVILLE COLLEGE OF OSTEOPATHIC MEDICINE ALUMNI ASSOC
MEDICAL DIRECTOR MEDFLEET AMBULANCE, LLC
MEDICAL DIRECTOR VARSITY HEALTH, SAINT LEO, FLORIDA

ANGEL L. ORTIZ ROSARIO

License Number: PMD532813

Data As Of 3/14/2025

Profession	Paramedic
License	PMD532813
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/07/2018
Address of Record	6300 Burnett Street Apt 310 LAKELAND, FL 33809
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.

Department of Health

ABRAHAM ORTIZ-HERNANDEZ

License Number: PMD545167

Data As Of 3/14/2025

Profession	Paramedic
License	PMD545167
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/13/2024
Address of Record	5204 franklin woodland dr PLANT CITY, FL 33565
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

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Public Complaints

No Public Complaint Found

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Department of Health

GUSTAVO CESAR OSES

License Number: EMT583884

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT583884
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/10/2023
Address of Record	1528 king avenue LAKELAND, FL 33803
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

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Tallahassee, FL 32399-3251

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Department of Health

HALEY PARKER

License Number: EMT576320

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT576320
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	11/05/2021
Address of Record	683 Lake Carolyn Cir LAKELAND, FL 33813
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

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Department of Health

ZACHARY PAUL PETRIELLA

License Number: EMT589571

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT589571
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/17/2024
Address of Record	1867 Treasure Cove CELEBRATION, FL 34747
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

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CODY A PEWITT

License Number: EMT569162

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT569162
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/02/2020
Address of Record	5217 Old Bartow Eagle Lake Rd WINTER HAVEN, FL 33880
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

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Discipline Public Records Request

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Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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RONALD A POWELL

License Number: EMT21989

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT21989
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/19/1998
Address of Record	3706 DMG Drive LAKELAND, FL 33811
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

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CHRISTOPHER RAY RAMOS

License Number: EMT560120

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT560120
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/14/2018
Address of Record	110 beach dr WINTER HAVEN, FL 33881
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

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Department of Health

JUSTIN RHONE A

License Number: EMT553227

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT553227
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/14/2016
Address of Record	3025 Barnhard Dr. APT 213 RIVERVIEW, FL 33569
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

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MIRANDA ERIN RIPKE

License Number: EMT582539

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT582539
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	04/04/2023
Address of Record	2827 Delrose Dr N LAKELAND, FL 33805
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

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BRIAN A ROMERO

License Number: EMT559070

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT559070
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/18/2017
Address of Record	950 heirloom drive HAINES CITY, FL 33844
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

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MICHAEL RUSHING

License Number: EMT580998

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT580998
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	11/17/2022
Address of Record	5305 N. Branch ave TAMPA, FL 33603
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

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Department of Health

EDUARDO JAIME SAENZ

License Number: EMT571003

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT571003
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/28/2020
Address of Record	4210 SABAL PALM DR MULBERRY, FL 33860
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

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Tallahassee, FL 32399-3251

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Department of Health

ANTONIO SANTIAGO GOYCO

License Number: EMT581290

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT581290
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/27/2022
Address of Record	1735 n central ave apt 107 KISSIMMEE, FL 34741
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

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Department of Health

JOSE RAFAEL SANTIAGO SABALIER

License Number: PMD532865

Data As Of 3/14/2025

Profession	Paramedic
License	PMD532865
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/09/2018
Address of Record	2609 E civitan ave LAKELAND, FL 33801
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

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JOSE ANDRE SANTIAGO

License Number: EMT590732

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT590732
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/26/2024
Address of Record	****** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ***, ** **********
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

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Department of Health

SARAH NICOLE SARGENT

License Number: EMT546458

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT546458
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/23/2014
Address of Record	3706 DMG drive LAKELAND, FL 33811
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

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Department of Health

ZACHARY J SHELTON

License Number: EMT585553

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT585553
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/23/2023
Address of Record	250 Mira Way Apt 103 Altamonte Springs ALTAMONTE SPRINGS, FL 32701
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

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Department of Health

MATHEU SIDOR

License Number: EMT588333

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT588333
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/04/2024
Address of Record	923 e broadway street Apt 23 FORT MEADE, FL 33841
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

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Department of Health

OSHA SMITH

License Number: EMT587925

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT587925
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/14/2024
Address of Record	2732 Easton terrace LAKELAND LAKELAND, FL 33801
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

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Department of Health

RASHAWN J STEVENSON

License Number: EMT526589

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT526589
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/02/2009
Address of Record	6720 S. Florida Ave Apt 5106 LAKELAND, FL 33813
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

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JOHN-WESLEY DALTON STORY

License Number: EMT563842

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT563842
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/30/2019
Address of Record	857 lone pine rd BABSON PARK, FL 33827
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

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Department of Health

JUSTIN K TENNIS

License Number: EMT567008

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT567008
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/16/2019
Address of Record	423 Pablo st LAKELAND, FL 33803
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

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JASON E THOMAS

License Number: PMD520881

Data As Of 3/14/2025

Profession	Paramedic
License	PMD520881
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/11/2011
Address of Record	3706 Dmg Dr LAKELAND, FL 33811
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

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Discipline Public Records Request

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Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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KAYLA TRAYNHAM

License Number: PMD545772

Data As Of 3/14/2025

Profession	Paramedic
License	PMD545772
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/06/2024
Address of Record	950 W Derby Ave AUBURNDALE, FL 33823
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

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Department of Health

THOMAS TRAYNHAM

License Number: EMT570322

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT570322
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/27/2020
Address of Record	950 W Derby Ave LAKELAND, FL 33810
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

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JOSE F VAZQUEZ CLEMENTE

License Number: PMD534162

Data As Of 3/14/2025

Profession	Paramedic
License	PMD534162
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/03/2018
Address of Record	159 1500 W HIGHLAND ST. LAKELAND LAKELAND, FL 33815
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

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Department of Health

ANTHONY VELASQUEZ-LUNA

License Number: EMT553708

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT553708
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/31/2016
Address of Record	326 gretna lane WINTER HAVEN, FL 33880
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

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Department of Health

ALEXANDER E VILLANUEVA

License Number: EMT588257

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT588257
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/31/2024
Address of Record	605 El Camino Real North LAKELAND, FL 33813
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

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Tallahassee, FL 32399-3251

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EMILY WATKINS

License Number: EMT590214

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT590214
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/24/2024
Address of Record	254 Crescent Ridge Rd AUBURNDALE, FL 33823
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

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Department of Health

COREY LEONARD WILLS

License Number: EMT560712

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT560712
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/30/2018
Address of Record	1776 Harden Blvd Apt 42 LAKELAND, FL 33803
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

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Department of Health

EDWARD I YBARRA

License Number: EMT572358

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT572358
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/25/2021
Address of Record	904 lake Deeson point LAKELAND, FL 33805
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

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Department of Health

ADAM MICHAEL ZITER

License Number: EMT585075

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT585075
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/19/2023
Address of Record	3706 DMG Dr LAKELAND, FL 33811
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

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SEKUNDER R AFTAAB

License Number: EMT589440

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT589440
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/06/2024
Address of Record	3829 Shawn Circle ORLANDO, FL 32826
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

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Department of Health

ADRIANNA M ALCANTARA

License Number: EMT570805

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT570805
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/11/2020
Address of Record	5156 Cornell St LAKELAND, FL 33810
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

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WYLAND STEELE ALLEVA

License Number: EMT584929

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT584929
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/14/2023
Address of Record	4861 dove cross drive LAKELAND, FL 33810
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

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JUSTON N ANDREW

License Number: EMT586883

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT586883
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/08/2024
Address of Record	11240 CREEK HAVEN DR RIVERVIEW, FL 33569
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

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M.SHAWN BAKER

License Number: EMT558115

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT558115
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/15/2017
Address of Record	3706 Dmg DR. LAKELAND, FL 33811
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

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Department of Health

SHANE C BLANK

License Number: EMT584487

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT584487
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/18/2023
Address of Record	1173 SW Abingdon Ave PORT SAINT LUCIE, FL 34953
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

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JOSEPH M BRANCO

License Number: EMT553509

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT553509
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/08/2016
Address of Record	****** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ***, ** **********
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

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KENDRA DANIELLE CLARIDY

License Number: EMT568534

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT568534
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/16/2020
Address of Record	2033 Woodbridge lane LAKELAND, FL 33801
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

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MICHAEL R COATES

License Number: PMD8859

Data As Of 3/14/2025

Profession	Paramedic
License	PMD8859
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/01/1986
Address of Record	****** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ***, ** **********
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

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Public Records
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Tallahassee, FL 32399-3251

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Department of Health

KIARA IDIANID CRUZ

License Number: EMT585567

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT585567
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/24/2023
Address of Record	3145 Queen Alexandria Dr KISSIMMEE, FL 34744
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

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Department of Health

NOEL CRUZ

License Number: EMT590201

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT590201
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/23/2024
Address of Record	1902 Sammonds rd PLANT CITY, FL 33563
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

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Department of Health

SILAS DOBBINS

License Number: EMT565615

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT565615
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/05/2019
Address of Record	3706 DMG DR Lakeland LAKELAND, FL 33811
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

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Department of Health

GEORGE L GARCIA

License Number: EMT555558

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT555558
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/02/2017
Address of Record	1894 Elkcam Elkcam BLVD DELTONA, FL 32725
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

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Department of Health

TRINTON JAMES GIBSON

License Number: EMT584446

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT584446
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/16/2023
Address of Record	6817 6817 Durant Rd Plant City PLANT CITY, FL 33567
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

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BENJAMIN L GOODWIN

License Number: EMT576654

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT576654
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/14/2021
Address of Record	603 duncan cir w auburndale AUBURNDALE, FL 33823
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

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Department of Health

YUSUF GULER

License Number: EMT574759

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT574759
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/15/2021
Address of Record	2600 Bruce B Downs Blvd, WESLEY CHAPEL, FL 33544
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

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JOSIAH ANGELIS GUZMAN

License Number: EMT583590

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT583590
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/19/2023
Address of Record	6330 timberly ln ZEPHYRHILLS, FL 33542
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

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KIMBERLY HARWELL

License Number: EMT581349

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT581349
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/04/2023
Address of Record	1918 Gator Creek Ranch rd LAKELAND, FL 33809
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

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CASSANDRA BALEE HENDRON

License Number: EMT584681

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT584681
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/29/2023
Address of Record	3230 xerxes ave nw WINTER HAVEN, FL 33881
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

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ALEX BERNARD HICKS

License Number: EMT580772

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT580772
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/24/2022
Address of Record	2409 E 2nd ave apt 537 TAMPA, FL 33605
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

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MOLLY THERESA HICKS

License Number: EMT565266

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT565266
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/21/2019
Address of Record	1331 Long Street Lakeland LAKELAND, FL 33801
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

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Department of Health

JESSIE HILL-FINKLEY JR

License Number: EMT566353

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT566353
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/30/2019
Address of Record	911 S. Westmoreland Dr. ORLANDO, FL 33805
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

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Department of Health

MATTHEW T HUTT

License Number: EMT528288

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT528288
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/01/2009
Address of Record	1605 W KNIGHTS GRIFFIN RD PLANT CITY, FL 33565
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

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Department of Health

DIEGO A JARAMILLO

License Number: EMT576474

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT576474
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	11/23/2021
Address of Record	1225 LAKE HIGHVIEW LANE BRANDON, FL 33510
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

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Department of Health

JOSHUA NOEL JUARBE RIVERA

License Number: PMD542602

Data As Of 3/14/2025

Profession	Paramedic
License	PMD542602
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/20/2023
Address of Record	341 PRESERVE POINTE BLVD DAVENPORT, FL 33837
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

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Department of Health

SARAH JUERGENS

License Number: EMT584366

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT584366
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/14/2023
Address of Record	5824 Excel ST. ZEPHYRHILLS, FL 33542
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

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Department of Health

GRACE KEANEY

License Number: EMT581296

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT581296
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/27/2022
Address of Record	3706 DMG Dr. LAKELAND, FL 33811
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

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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
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YSABEL LUCIANA LA ROCCA

License Number: EMT585951

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT585951
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/06/2023
Address of Record	5840 Auver Blvd APT 201 ORLANDO, FL 32807
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

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Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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SARA MARISSA LOPEZ

License Number: EMT583583

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT583583
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/16/2023
Address of Record	2986 Jack Jones Rd WAUCHULA, FL 33873
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

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Department of Health

ISAIAH MCKOY

License Number: EMT589484

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT589484
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/10/2024
Address of Record	6531 banner lake circle Apt 16304 ORLANDO, FL 32821
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

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NELSON C MCNULTY

License Number: PMD528893

Data As Of 3/14/2025

Profession	Paramedic
License	PMD528893
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/12/2015
Address of Record	18804 TRIPLE E RD CLERMONT, FL 34715
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

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Department of Health

JAN MARQUIES MELENDEZ ORTIZ

License Number: EMT589850

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT589850
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/02/2024
Address of Record	110 blue cypres dr DAVENPORT, FL 33837
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

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Department of Health

MARIE ROSELINE MELIS

License Number: EMT590311

Data As Of 3/14/2025

Profession	Emergency Medical Technician
License	EMT590311
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/31/2024
Address of Record	4912 Mainsail St HAINES CITY, FL 33844
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

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MEDFLEET, LLC DBA ATI AMBULANCE

License Number: ALS10080

Data As Of 4/22/2025

Profession	EMS Service Provider (ALS)
License	ALS10080
License Status	CLEAR/
Qualifications	Transport
License Expiration Date	8/14/2026
License Original Issue Date	08/15/2024
Address of Record	3706 DMG Drive LAKELAND, FL 33811
Discipline on File	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

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Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
EDWARDS, THOMAS LLOYD	PRIMIARY MEDICAL DIRECTOR	OSTEOPATHIC PHYSICIAN	6349	08/15/2024

Click on the License Number to view License Details for that Practitioner

Subordinate Practitioners

Name	Relationship	Profession	License	Effective Date
1FDBR1CG1PKA11516	PERMIT	VEHICLE PERMIT (ALS)	26207	8/16/2024
1FDBR1CG1PKA11516	PERMIT	VEHICLE PERMITS (BLS)	7449	8/16/2024
1FDBR1CG5PKA84016	PERMIT	VEHICLE PERMIT (ALS)	26208	8/16/2024

Name	Relationship	Profession	License	Effective Date
1FDBR1CG5PKA84016	PERMIT	VEHICLE PERMITS (BLS)	7450	8/16/2024
1FDBR1CG7NKA73256	PERMIT	VEHICLE PERMIT (ALS)	26205	8/16/2024
1FDBR1CG7NKA73256	PERMIT	VEHICLE PERMITS (BLS)	7447	8/16/2024
1FDBR1CG9PKA84083	PERMIT	VEHICLE PERMIT (ALS)	26209	8/16/2024
1FDBR1CG9PKA84083	PERMIT	VEHICLE PERMITS (BLS)	7451	8/16/2024
1FDBR1CGPKA23709	PERMIT	VEHICLE PERMIT (ALS)	26206	8/16/2024
1FDBR1CGPKA23709	PERMIT	VEHICLE PERMITS (BLS)	7448	8/16/2024
1FDBR1CGXNKA76197	PERMIT	VEHICLE PERMIT (ALS)	26204	8/16/2024
1FDBR1CGXNKA76197	PERMIT	VEHICLE PERMITS (BLS)	7446	8/16/2024
1FDYR2CM0GKA96578	PERMIT	VEHICLE PERMIT (ALS)	26216	8/16/2024
1FDYR2CM0GKA96578	PERMIT	VEHICLE PERMITS (BLS)	7458	8/16/2024
1FDYR2CM0GKA96581	PERMIT	VEHICLE PERMIT (ALS)	26215	8/16/2024
1FDYR2CM0GKA96581	PERMIT	VEHICLE PERMITS (BLS)	7457	8/16/2024
1FDYR2CM1KKA96646	PERMIT	VEHICLE PERMIT (ALS)	26199	8/16/2024
1FDYR2CM1KKA96646	PERMIT	VEHICLE PERMITS (BLS)	7441	8/16/2024
1FDYR2CM2HKA15419	PERMIT	VEHICLE PERMIT (ALS)	26210	8/16/2024
1FDYR2CM2HKA15419	PERMIT	VEHICLE PERMITS (BLS)	7452	8/16/2024
1FDYR2CM3HKA02713	PERMIT	VEHICLE PERMIT (ALS)	26218	8/16/2024
1FDYR2CM3HKA02713	PERMIT	VEHICLE PERMITS (BLS)	7460	8/16/2024
1FDYR2CM3KKA96647	PERMIT	VEHICLE PERMIT (ALS)	26202	8/16/2024
1FDYR2CM3KKA96647	PERMIT	VEHICLE PERMITS (BLS)	7444	8/16/2024
1FDYR2CM4KKB31762	PERMIT	VEHICLE PERMIT (ALS)	26219	8/16/2024
1FDYR2CM4KKB31762	PERMIT	VEHICLE PERMITS (BLS)	7461	8/16/2024
1FDYR2CM5KKA96648	PERMIT	VEHICLE PERMIT (ALS)	26203	8/16/2024
1FDYR2CM5KKA96648	PERMIT	VEHICLE PERMITS (BLS)	7445	8/16/2024
1FDYR2CM6KKA96643	PERMIT	VEHICLE PERMIT (ALS)	26201	8/16/2024
1FDYR2CM6KKA96643	PERMIT	VEHICLE PERMITS (BLS)	7443	8/16/2024
1FDYR2CM7GKA96576	PERMIT	VEHICLE PERMIT (ALS)	26213	8/16/2024
1FDYR2CM7GKA96576	PERMIT	VEHICLE PERMITS (BLS)	7455	8/16/2024
1FDYR2CM7HKA02715	PERMIT	VEHICLE PERMIT (ALS)	26217	8/16/2024
1FDYR2CM7HKA02715	PERMIT	VEHICLE PERMITS (BLS)	7459	8/16/2024
1FDYR2CM7KKA96649	PERMIT	VEHICLE PERMIT (ALS)	26214	8/16/2024
1FDYR2CM7KKA96649	PERMIT	VEHICLE PERMITS (BLS)	7456	8/16/2024
1FDYR2CM7KKB31769	PERMIT	VEHICLE PERMIT (ALS)	26212	8/16/2024
1FDYR2CM7KKB31769	PERMIT	VEHICLE PERMITS (BLS)	7454	8/16/2024
1FDYR2CM9HKA02716	PERMIT	VEHICLE PERMIT (ALS)	26211	8/16/2024
1FDYR2CM9HKA02716	PERMIT	VEHICLE PERMITS (BLS)	7453	8/16/2024
1FDYR2CMOKKA96640	PERMIT	VEHICLE PERMIT (ALS)	26200	8/16/2024
1FDYR2CMOKKA96640	PERMIT	VEHICLE PERMITS (BLS)	7442	8/16/2024
1FDYR2CMXKKA96645	PERMIT	VEHICLE PERMIT (ALS)	26198	8/16/2024
1FDYR2CMXKKA96645	PERMIT	VEHICLE PERMITS (BLS)	7440	8/16/2024

Click on the License Number to view License Details for that Practitioner

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RESOLUTION NO. 2025-47

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR MEDFLEET, LLC, D/B/A ATI AMBULANCE 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. 99-05, and finds that a need has been generated for authorization of MedFleet, LLC DBA ATI Ambulance ("ATI") 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, ATI 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 ATI 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 MedFleet, LLC DBA ATI Ambulance ("ATI") 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 ATI or to establish a contractual relationship between the Hardee County and ATI.
C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, ATI 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 ATI 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 ATI 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, MedFleet, LLC D/B/A ATI Ambulance ("ATI"), 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 MedFleet, LLC D/B/A ATI Ambulance ("ATI"), to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, MedFleet, LLC D/B/A ATI Ambulance ("ATI"), 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 May 15, 2025. This Certificate of Public Convenience and Necessity issued to Resolution number 2025-47 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to MedFleet, LLC D/B/A ATI Ambulance ("ATI"), 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.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Resolution 2025-48, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Med-Trans Corporation dba. Airstar 1 to provide non-emergency air transportation services for interfacility transfers; providing for authorization, severability and for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:

AirStar 1 COPCN renewal Memo.pdf
AirStar_1_Complete_application.pdf
DOH License Verification_ALS License.pdf
AirStar 1 Emp. DOH Verification.pdf
Aircraft Inquiry_N865MT.pdf
Federal Aviation Administration_Verification.pdf
Resolution 2025-48 - AirStar1 COPCN.docx
Certificate AirStar 1 COPCN Ext 5.15.26.pdf

Hardee County FLORIDA

FIRE RESCUE

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCY
DISTRICT 3

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: Douglas G. Baber, Assistant County Manager
From: Casey Dasher, Public Safety Director
Subject: AirStar 1 COPCN Renewal
Date: April 23, 2025

Subject: Certificate of Public Convenience and Necessity renewal for Med-Trans Corporation DBA, AirStar 1.

Med-Trans Corporation DBA, AirStar 1 has requested a Certificate of Public Convenience and Necessity (COPCN) renewal to provide non-emergency interfacility air 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 Med-Trans Corporation DBA, AirStar 1 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 [X]

Type of Service: Basic Life Support Ambulance (BLS) _____

Advanced Life Support Ambulance (ALS) X

Name of Service: Med-Trans Corporation DBA AirStar1

Mailing Address: 3405 Flightline Dr., Lakeland

County Polk State FL Zip Code 33811

Business Phone Number ( ) 727-403-5792 Fax ( ) _____

Type of Ownership (i.e., Private, City, County, Volunteer, etc.) Private

Date of Formation or Corporation: 02/13/1995

Manager's Name: John Schreadley

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

GARY BOULLION

Regional Director, Operations

Position

Notary Public State of Florida
Jennifer Forster
My Commission HH 428611
Expires 8/2/2027

Notary Seal

Notary Signature: _____ Date 3/14/2025

2025 COPCN

Attachments 1,6,7,8 and 10.

#1

Med-Trans Corporation Leadership

Kim Montgomery President / COO 2200 Westcourt Rd., Denton, TX 76207 940-591-5800

David Bowman Vice-President 2200 Westcourt Rd., Denton, TX 76207 940-591-5800

#6

Med-Trans rates:

Base rate: $45,950
Loaded mile rate $458

#7

The base is located at Lakeland-Linder Airport, in Polk County.

3405 Flightline Dr., Lakeland, FL 33811

#8

Aircraft year, model, FAA license number

2023 Airbus Helicopter, EC135P3, S/N: 2212, N865MT 567hrs TT, FL EMS Permit #2174

#10

In compliance with FL dept of Health communication plans

Call sign AirStar 1 in accordance with FAA guidelines

From Aircraft: UHF, VHF, 800mhz and satellite phone

From Base: UHF, VHF, and satellite phone.

Attachment 11

Med-Trans Corporation currently serves over 25 counties in the State of Florida with 9 aircraft bases, partnered with UF ShandsCair, UF Trauma One, Johns Hopkins All Childrens LifeLine and 2 Med Trans community model bases. Additionally, Med-Trans is headquartered in Denton, TX and has over 100 bases nationwide.

Attachment 13

FL EMS license #9523

Attachment 15

The Helicopter is a 2023 model that was purchased new for this program. The equipment was either new in 2024 or nearly new and is covered/maintained under a preventative maintenance plan and schedule, and all equipment is mounted in/on FAA approved mounts specific to this airframe.

ATTACHMENT # 2

AdventHealth

Statement of Staffing Patterns

AirStar staffing patterns consist of a 24/ 72 schedule of staff (24 hr on duty/72 hr off duty) which is a revolving schedule 24 hrs. a day, 365 days a year. Minimum staffing levels will include 1-FAA licensed pilot, 1-Certifide Flight Nurse RN (CFRN), and 1- Flight Paramedic certified (FPC). Below is a list of crew members and copies of their certifications are attached.

Flight Nurses **Flight Paramedics**	**License #** **License #**
Brendon Sanders, RN/PM Mark Adams, PM	RN9505603, PMD537035 PMD507514
William Baxley, RN/PM Victor Virgilio, PM	RN9528632, PMD526844 PMD524212
Jessica Dunn, RN/PM Christopher Springer, PM	RN9505602, PMD540039 PMD532057
William Johnson, RN/PM Patrick Mcmahon PM	RN9354356, PMD531394 PMD531508
Patrick Pultz RN/PM	RN9318255/PM541664
Jamie Stephens Davenport	RN9675552/PM545838

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARMENT OF PUBLIC SAFETY

COPCN ALS/BLS PERSONNEL

Name of Service: Med-Trans Corporation DBA AirStar1 Date: 3/14/2025

Last Name	First Name/M.I.	Paramedic (Y/N)	EMT (Y/N)	Driver (Y/N)	State of Florida Certification(s) Number
Sanders	Brendon	Y	Y	N	RN9505603 / PMD 537035
Adams	Mark S	Y	Y	N	PMD507514
Baxley	William R	Y	Y	N	RN9528632 / PMD526844
Virgilio	Victor E	Y	Y	N	PMD524212
Dunn	Jessica	Y	Y	N	RN9505602 / PMD540039
Springer	Christopher J	Y	Y	N	PMD532057
Johnson	William B	Y	Y	N	RN9354356 / PMD531394
Mcmahon	Patrick	Y	Y	N	PMD531508
Pultz	Patrick	Y	Y	N	RN9318255/PM541664
Stephens Davenport	Jamie	Y	Y	N	RN9675552/PM545838
DiMaggio	Paul	N	N		Pilot
Herle	Niclas	N	N		Pilot
Swinney	Brian	N	N		Pilot/Base Aviation Manager
Gromley	Ryan	N	N		Pilot

Attach additional page(s), if necessary

Your license number is PMD 531394.

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.
NOVEMBER 19, 2024	PMD 531394	333053

THE PARAMEDIC NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA

EXPIRATION DATE: DECEMBER 1, 2026

WILLIAM BRANTLEY JOHNSON
11903 ELM ST
BROOKER, FL 32622

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

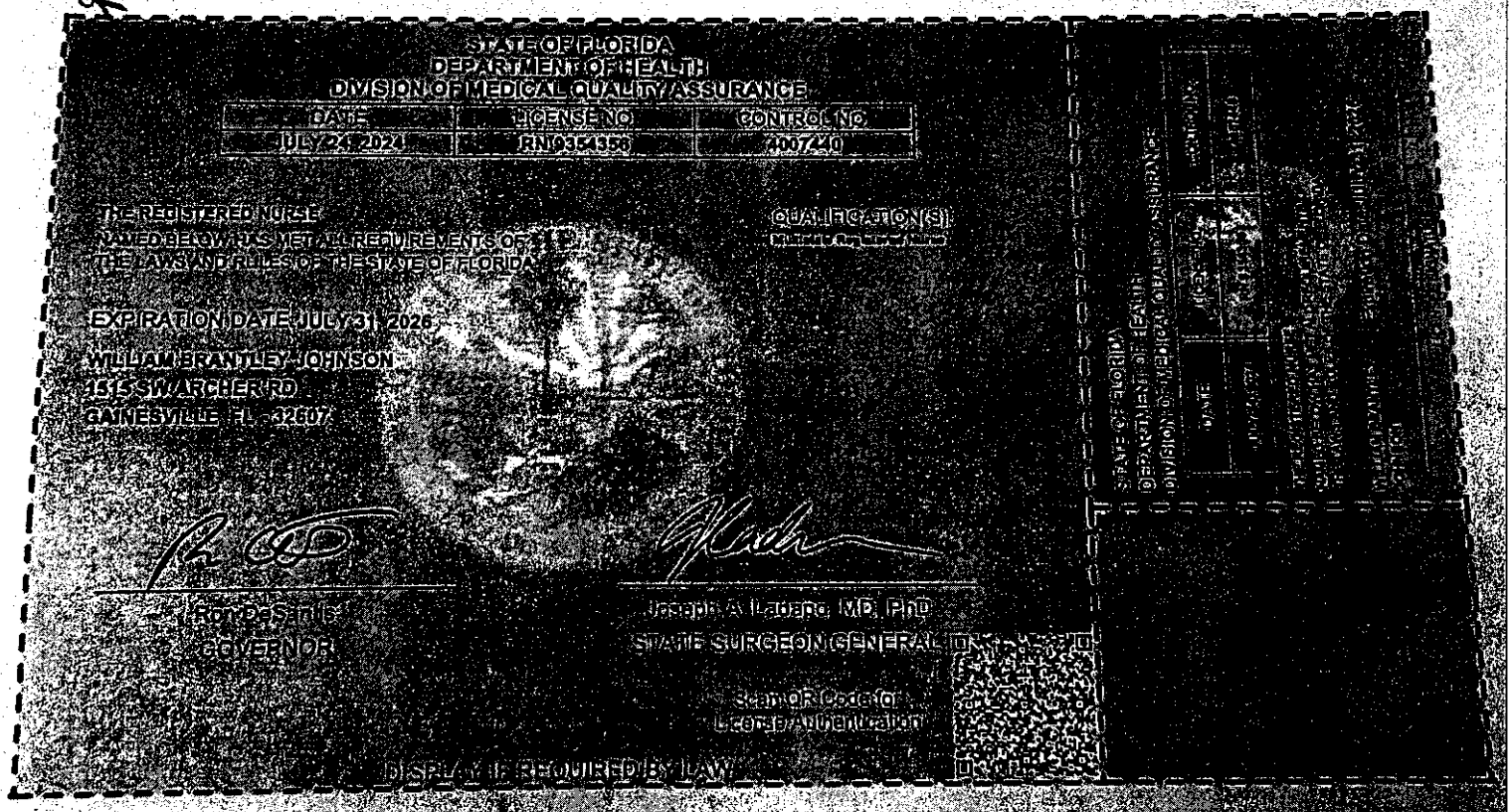
Scan QR Code for License Authentication

DISPLAY AS REQUIRED BY LAW

Your license number is RN 9354356.

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	LICENSE NO	CONTROL NO
JULY 24, 2024	RN9354356	4007240

THE REGISTERED NURSE
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

QUALIFICATION(S)

EXPIRATION DATE: JULY 31, 2026

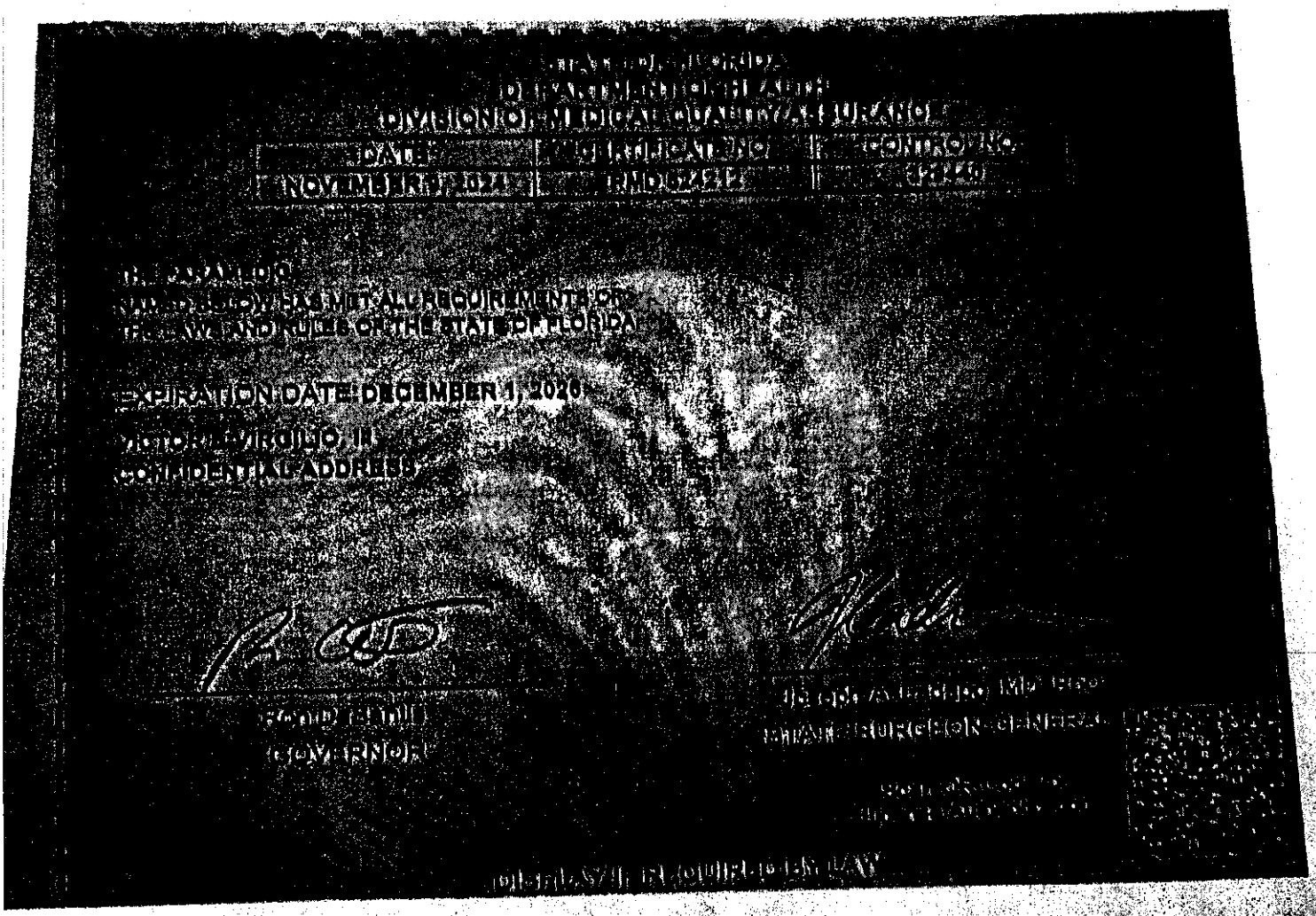
WILLIAM BRANTLEY JOHNSON
1515 SW ARCHER RD
GAINESVILLE FL 32607

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for License Authentication

DISPLAY IF REQUIRED BY LAW


DIVISION OF MEDICAL QUALITY ASSURANCE
DATE
NOVEMBER 2024
EXPIRATION DATE: DECEMBER 1, 2026
VICTOR A VIRGILIO, III
CONFIDENTIAL ADDRESS
GOVERNOR

Your license number is PMD 532057.

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.
SEPTEMBER 6, 2024	PMD 532057	307950

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE DECEMBER 1, 2026

CRISTOPHER JAMES SPRINGER
1158 HALLCREST AVE
SPRING HILL, FL 34608

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

Your license number is PMD 537034.

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.
NOVEMBER 30, 2024	PMD 537034	338871

THE PARAMEDIC NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: DECEMBER 1, 2026

BRENDON SANDERS
8120 MUDDY PINES PLACE
TAMPA, FL 33635

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

DISPLAY IS REQUIRED BY LAW

Your license number is RN 9505603.

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	LICENSE NO.	CONTROL NO.
JULY 16, 2024	RN 9505603	3991030

THE REGISTERED NURSE NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA

QUALIFICATION(S)

EXPIRATION DATE: JULY 31, 2026

BRENDON SANDERS
9120 MUDDY PINES PLACE
TAMPA, FL 33635

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Signature Redacted
Licensee Signature

DISPLAY AS REQUIRED BY LAW

ACT [illegible] 0820

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
01/20/2023	RN 9528632	3565217

THE REGISTERED NURSE

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: APRIL 30, 2025

WILLIAM RANDALL BAXLEY
2800 BRUCE B DOWNS BOULEVARD
WESLEY CHAPEL, FL 33544

QUALIFICATION(S):
Multistate Registered Nurse

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

ACT# 11431030

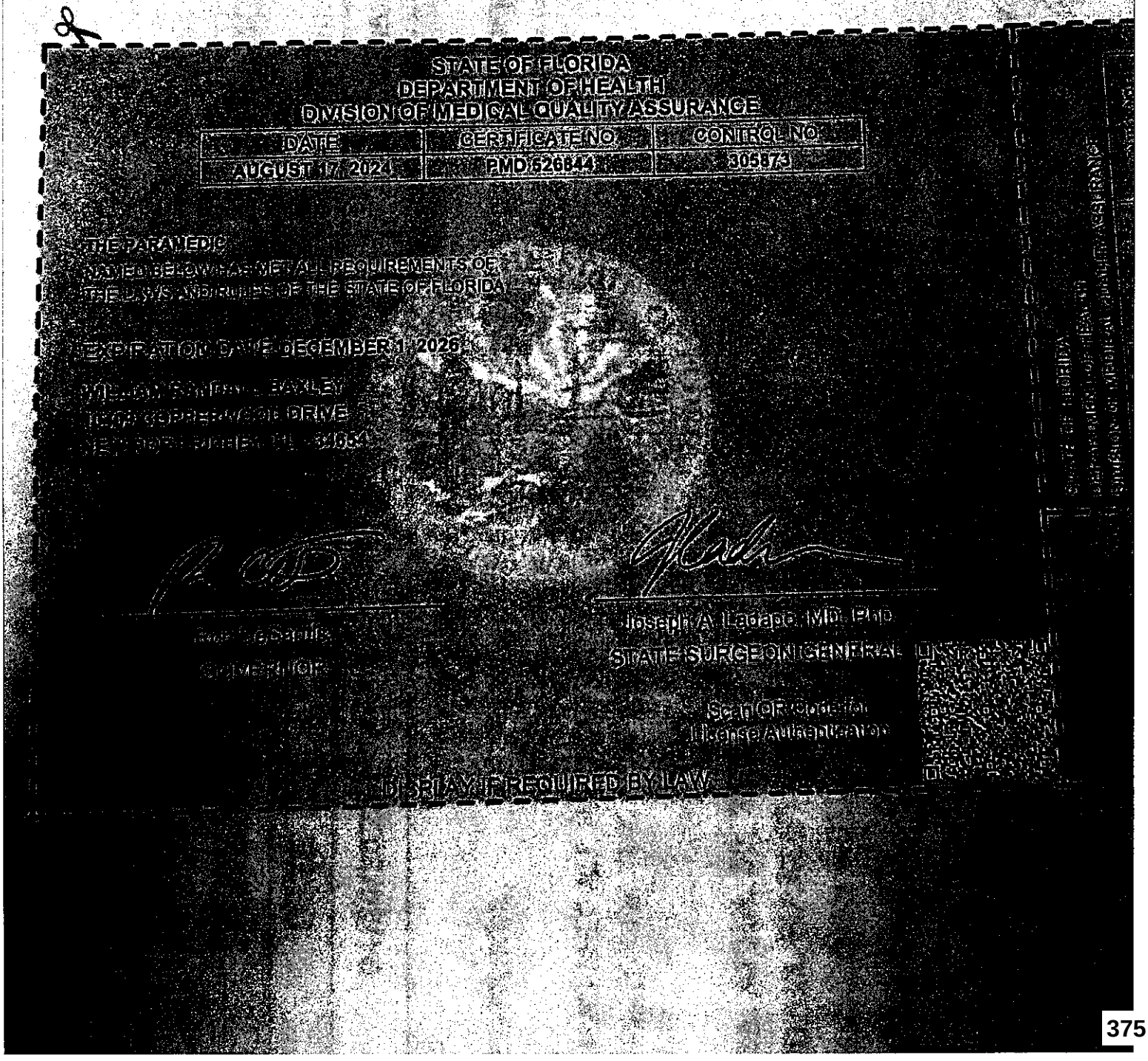
STATE OF FLORIDA
DEPARTMENT OF HEALTH

QUALIFICATION(S):

Your license number is PMD 526844.

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.



Your license number is PMD 507417.

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
OCTOBER 2, 2024	PMD 507417	314667

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

EXPIRATION DATE: DECEMBER 1, 2026

MARK S ADAMS
2800 BRUCE B DOWNS BLVD
WESLEY CHAPEL FL 33544

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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THIS CARD IS REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
JULY 9, 2024	RN 9505602	3701123

THE REGISTERED NURSE NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA.

QUALIFICATION BY:
Multistate Compact RN

EXPIRATION DATE: JULY 31, 2026

JESSICA NICHOLE DUNN
8120 MUDDY PINES PLACE
TAMPA, FL 33635

Ron DeSantis
GOVERNOR

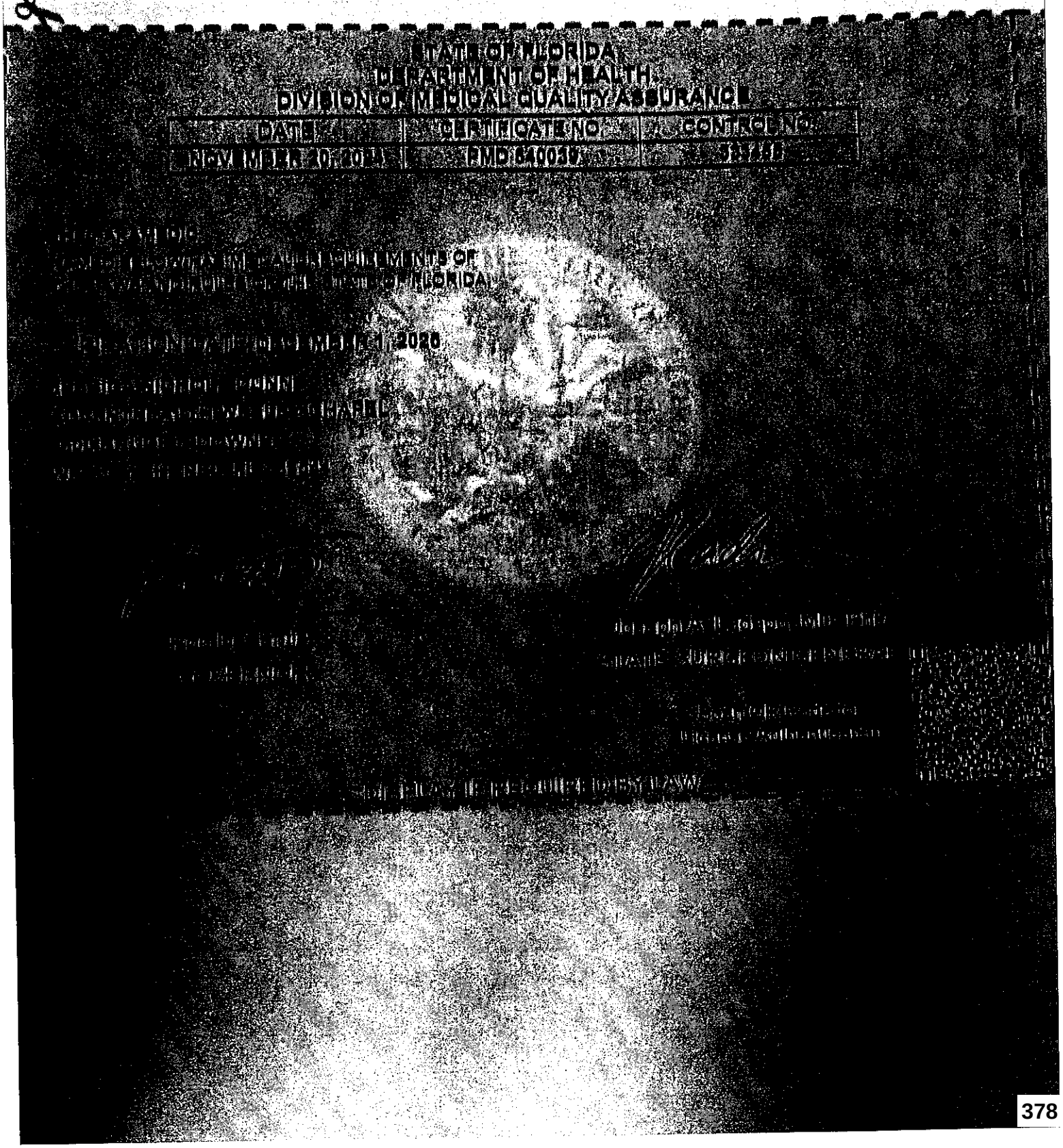
Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Signature of Licensee

DISPLAY IF REQUIRED BY LAW

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.

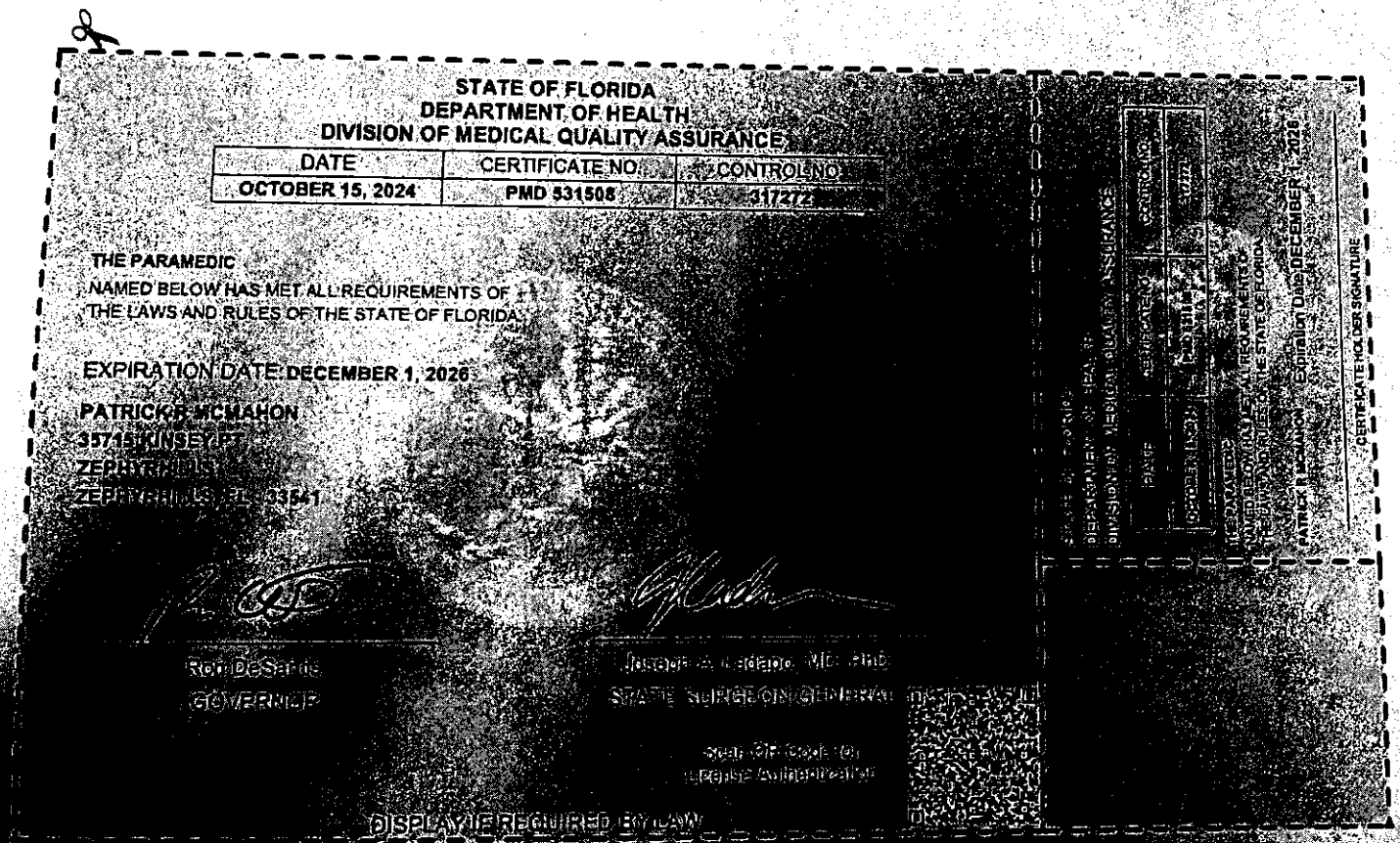
The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.



Your license number is PMD 531508.

.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.
OCTOBER 15, 2024	PMD 531508	417272

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: DECEMBER 1, 2026

PATRICK R MCMAHON
35715 KINSEY PT
ZEPHYRHILLS FL 33541

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Seal Of Good Standing
Please Contact (850)

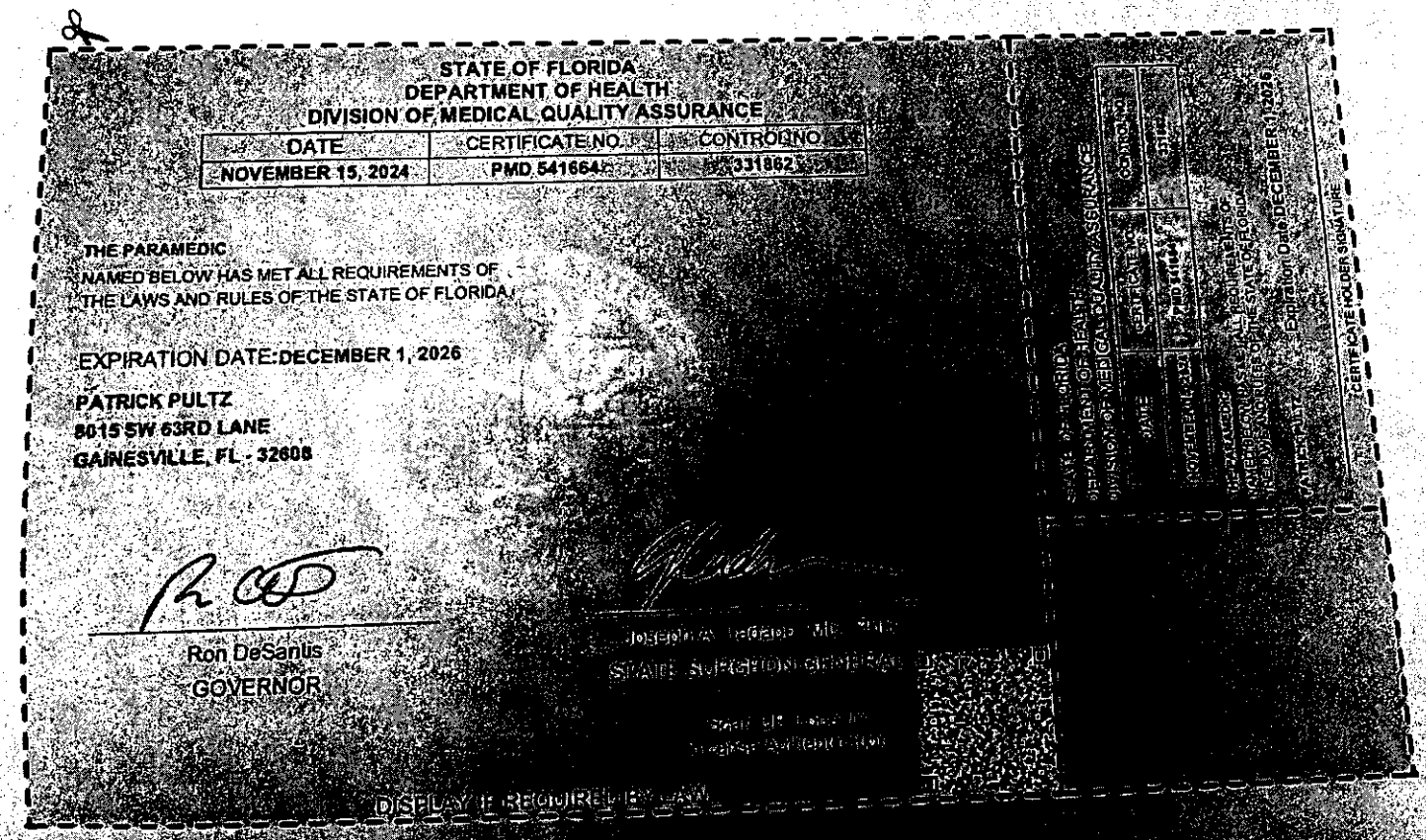
DISPLAY IF REQUIRED BY LAW

DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE
CONTROL NO. 417272
CERTIFICATE NO. PMD 531508
THE PARAMEDIC NAMED BELOW HAS MET ALL REQUIREMENTS OF THE LAWS AND RULES OF THE STATE OF FLORIDA
EXPIRATION DATE: DECEMBER 1, 2026
PATRICK R MCMAHON
CERTIFICATE HOLDER SIGNATURE

Your license number is PMD 541664.

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.
NOVEMBER 15, 2024	PMD 541664	331862

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: DECEMBER 1, 2026

PATRICK PULTZ
5015 SW 63RD LANE
GAINESVILLE, FL - 32608

Ron DeSantis
GOVERNOR

DISPLAY IF REQUIRED BY LAW

[redacted] Board/Council [redacted]

Please note that all correspondence with your board/council. Each licensee is solely responsible to [illegible] the [illegible] within of the licensee's current mailing address and practice [illegible]. If you have not received your renewal notice 90 days prior to the expiration date, renew online. 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 [illegible] address update, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
JANUARY [illegible], 2025	RN 3675521	[illegible] 4039926

THE REGISTERED NURSE
[illegible] HAS MET ALL REQUIREMENTS OF [illegible]
THE LAWS AND RULES OF THE STATE OF FLORIDA.

QUALIFICATIONS
[illegible]

EXPIRATION DATE: JULY 31, 2026

JAIME LYNN STEPHENS DAVENPORT
[redacted] SCOTT COURT
PALM HARBOR FL [redacted]

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for License Authentication

DISPLAY IF REQUIRED BY LAW

Your license number is MD 45838.

Please stay in good standing with your board/council. Each licensee is solely responsible for notifying the Department in writing of his/her/their 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 Online Professional Licensing Online Service Portal gives you the ability to manage your license(s) (renew, duplicate, update, name change, and much more).

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
JUNE 25, 2020	MD 45838	305156

THE BOARD OF
HAVING SATISFIED THE REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

EXPIRATION DATE: DECEMBER 1, 2020

JAIME LYNN STEPHENS DAVENPORT
1700 QUIETT CREEK DRIVE
LEXINGTON, KY 40509

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for License Authentication

DISPLAY IF REQUIRED BY LAW

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/25/2025

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:	
Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Med Trans Corporation 2200 Westcourt Rd. Denton TX 76207 USA	INSURER A: ACE American Insurance Company	22667
	INSURER B: ACE Fire Underwriters Insurance Co.	20702
	INSURER C: Indemnity Insurance Co of North America	43575
	INSURER D: Underwriters At Lloyds London	15792
	INSURER E: ACE Property & Casualty Insurance Co.	20699
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570111622101 **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. **Limits shown are as requested**

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:	Y	Y	XSLG48960455 SIR applies per policy terms & conditions	03/31/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$2,750,000 $100,000 $10,000 $2,750,000 $5,000,000 $2,750,000 $250,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY [X] Comp Ded $2500 [X] Coll Ded $2500		Y	ISA H10817614	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$10,000,000
E	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION			XCQG72514816005 Umb - Auto	03/31/2025	03/31/2026	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WLRC72631110 AOS SCFC72631158 WI	03/31/2025 03/31/2025	03/31/2026 03/31/2026	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
D	E&O - Professional Liability - Excess			CSHLC2501663 Ex Prof(Claim Made)/Ex GL SIR applies per policy terms & conditions	03/31/2025	03/31/2026	Per Claim SIR - Ex Prof SIR - Ex GL	$12,000,000 $10,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hardee County Board of County Commissioners is included as Additional Insured in accordance with the policy provisions of the General Liability policy. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

Hardee County Board of County Commissioners
402 W. Orange St.
Suite 103
Wauchula FL 33873 USA

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

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570111622101

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AGENCY CUSTOMER ID: 570000073826
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Med Trans Corporation
POLICY NUMBER: See Certificate Number: 570111622101	
CARRIER: See Certificate Number: 570111622101 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
A		N/A		WCUC72631195 OH SIR applies per policy terms & conditions	03/31/2025	03/31/2026		

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04/23/2025

Med-Trans Corporation Dba Airstar 1 #9523
30000 County Line Rd
Westley Chapel, FL 33543

Dear Mr. Schreadley,

Congratulations on your outstanding Compliance Monitoring site survey conducted on 03/17/2025, by the Bureau of Emergency Medical Services. Your vehicles and service records were outstanding, and we found no deficiencies during our visit. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

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.
https://www.surveymonkey.com/r/ReviewerBentley

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Brian J. Bentley

Brian J. Bentley, Region 4 EMS Coordinator
Bureau of Emergency Medical Oversight

Enclosure:
Records and Facilities
Records Supplemental
ALS/BLS Inspection
Site Visit Narrative

ATTACHMENT # 5

AdventHealth

Statement of Fact

AdventHealth West Florida Division (WFD) Emergency Medical Services was established in 2017. Its mission is the transportation of AdventHealth patients, primarily to and from AdventHealth facilities. In 2017 call volumes were approximately 1200 transports. Over the past 7 years we have continued to see incremental growth and increases in transport volumes to approximately 22,000 in 2023. The justification and need for aeromedical transportation from our division has become very apparent. With the geographical size of the WFD spanning from Charlotte, Highlands and Hardee counties North to Marion County this need for rapid transport of the critically ill and injured is well founded and supported. The intent of an interfacility focused aviation transportation program is to not draw down on the local resources of our many county partners with extended out of county transports to our tertiary facility. While AdventHealth's AirStar program is primarily focused on interfacility transportation as a continued commitment and support of our local communities AirStar 1, state-of-the-art aircraft, will also be available for mutual aid 911 request should a local agency find it is needed.

HARDEE COUNTY BOARD OF COUNTYCOMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN CERTIFICATE VEHICLES

Med-Trans Corporation DBA AirStar1

Date: 3/14/2025

Unit #	Vehicle Type:	Year/Make	Model	Vehicle Identification #	Mileage
Airstar1	Helicopter	2023	EC135P3	N865MT	567 hr Total time

Attach additional page(s), if necessary

HARDEE COUNTY BOARD OF COUNTY
COMMISSIONERS DEPARTMENT OF PUBLIC SAFETY

COPCN ALS AIR AMBULANCE VEHICLES

Name of Service: 2174 Date: 3/14/2025

FAA #	Manufacturer Name	MFR Year/Model	Serial #	State ALS Permit #
N865MT	Airbus	2023	2212	2174

9

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: Med-Trans Corporation DBA AirStar1

Business Address: 3405 Flightline Drive

City and Zip Code: Lakeland, FL 33811 Business Phone Number: 727-403-5792

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: 2174

Manufacturer: Airbus Year/Model: 2023

Vehicle Identification Number: S/N: 2212

Mileage: 576 hrs total time Color Scheme: white/blue

(Attach photograph of vehicle)

Unit Number: AirStar1 License Plate Number: FAA Registration N865MT

Signature | Regional Director, Operatior (Title) | 3/14/2025 (Date)


AdventHealth

PASCO COUNTY EMERGENCY MEDICAL SERVICES
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
2024-2025

MED-TRANS DBA AIRSTAR 1
ADVANCED LIFE SUPPORT AIR MEDICAL TRANSPORT SERVICES
PASCO COUNTY, FLORIDA

WHEREAS, **MED-TRANS DBA AIRSTAR 1** PROVIDES QUALITY ADVANCED LIFE SUPPORT (ALS) AIR MEDICAL TRANSPORT SERVICES TO THE CITIZENS WITHIN PASCO COUNTY; AND

WHEREAS, MED-TRANS DBA AIRSTAIR 1, HAS INDICATED THAT THEY WILL COMPLY WITH CHAPTER 38 OF THE PASCO COUNTY CODE OF ORDINANCES AND THE EMERGENCY MEDICAL SERVICES PROTOCOL FOR ALL ALS AIR MEDICAL PATIENTS DURING THE COURSE OF THEIR PERFORMANCE OF SUCH TRANSPORT SERVICES WITHIN PASCO COUNTY;

NOW THEREFORE, THE PASCO COUNTY BOARD OF COUNTY COMMISSIONERS HEREBY ISSUES A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO MED-TRANS DBA AIRSTAR 1 , TO PROVIDE AIR MEDICAL TRANSPORT SERVICE IN PASCO COUNTY, FOR A PERIOD, EFFECTIVE IMMEDIATELY THROUGH AND INCLUDING JUNE 1, 2025.

IN ISSUING THIS CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, IT IS UNDERSTOOD THAT, MED-TRANS DBA AIRSTAR 1 WILL PROVIDE ALS AIR MEDICAL TRANSPORT SERVICES.

DATE: May 29, 2024

MIKE CARBALLA
PASCO COUNTY ADMINISTRATOR

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

MED-TRANS CORPORATION d/b/a AIRSTAR 1, pursuant to Pinellas County Code Section 54, and in accordance with Section 401.25, F. S., is authorized by the Board of County Commissioners to provide Helicopter Ambulance Service in Pinellas County.

Signature: _____ Date: 12/17/2024.

Chairman, Board of County Commissioners

ATTEST: KEN BURKE, CLERK

By _____

EFFECTIVE: January 1, 2025

EXPIRATION: December 31, 2025

Pinellas County

ATTACHMENT # 12

QUARTERLY REPORT PURSUANT TO SECTION 10.09 OF THE INDENTURE, DATED AS OF OCTOBER 2, 2020

FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2024

Global Medical Response, Inc.

4400 State Highway 121
Lewisville, Texas 75056

(972) 459-4919

KPMG LLP
Suite 800
1225 17th Street
Denver, CO 80202-5598

Independent Auditors' Review Report

The Board of Directors
Global Medical Response, Inc.:

Results of Review of Condensed Consolidated Interim Financial Information

We have reviewed the condensed consolidated financial statements of Global Medical Response, Inc. and its subsidiaries (the Company), which comprise the condensed consolidated balance sheet as of September 30, 2024, the related condensed consolidated statements of operations for the three-month and nine-month periods ended September 30, 2024 and 2023, the related condensed consolidated statements of cash flows for the nine-month periods ended September 30, 2024 and 2023, and the related condensed consolidated statements of stockholder's equity (deficit) for the three-month periods ended September 30, June 30, and March 31, 2024 and 2023 and the related notes (collectively referred to as the condensed consolidated interim financial information).

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying condensed consolidated interim financial information for it to be in accordance with U.S. generally accepted accounting principles.

Basis for Review Results

We conducted our reviews in accordance with auditing standards generally accepted in the United States of America (GAAS) applicable to reviews of interim financial information. A review of condensed consolidated interim financial information consists principally of applying analytical procedures and making inquiries of persons responsible for financial and accounting matters. A review of condensed consolidated interim financial information is substantially less in scope than an audit conducted in accordance with GAAS, the objective of which is an expression of an opinion regarding the financial information as a whole, and accordingly, we do not express such an opinion. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our reviews. We believe that the results of the review procedures provide a reasonable basis for our conclusion.

Responsibilities of Management for the Condensed Consolidated Interim Financial Information

Management is responsible for the preparation and fair presentation of the condensed consolidated interim financial information in accordance with U.S. generally accepted accounting principles and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of condensed consolidated interim financial information that is free from material misstatement, whether due to fraud or error.

Report on Condensed Consolidated Balance Sheet as of December 31, 2023

We have previously audited, in accordance with GAAS, the consolidated balance sheet as of December 31, 2023, and the related consolidated statements of operations, cash flows, and stockholder's equity (deficit) for the year then ended (not presented herein); and we expressed an unmodified audit opinion on those audited consolidated financial statements in our report dated March 13, 2024. In our opinion, the accompanying condensed consolidated balance sheet of the Company as of December 31, 2023 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

KPMG LLP

Denver, Colorado
November 12, 2024

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Amounts in thousands)

	September 30, 2024 (unaudited)	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 143,547	$ 127,260
Insurance collateral	135,378	166,426
Accounts receivable, net	1,129,097	993,252
Spare parts, medical supplies and fuel	104,810	97,736
Prepaid expenses	79,971	70,197
Assets held for sale	447,984	427,604
Other current assets	113,914	75,961
Total current assets	2,154,701	1,958,436
Property and equipment, net	1,160,268	1,151,884
Operating right-of-use assets	198,642	213,242
Finance right-of-use assets	90,870	106,469
Intangible assets, net	1,291,209	1,348,240
Goodwill	2,113,146	2,113,146
Other assets	262,804	159,039
Total assets	$ 7,271,640	$ 7,050,456
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	60,202	76,952
Accrued wages, benefits and taxes	271,264	225,969
Accrued interest	34,500	89,649
Other accrued liabilities	431,535	299,072
Current portion of lease obligations	91,749	93,081
Current portion of long-term debt	138,996	137,408
Liabilities held for sale	218,759	215,575
Total current liabilities	1,247,005	1,137,706
Operating lease obligations	170,717	187,494
Finance lease obligations	66,032	78,095
Long-term debt	4,338,185	5,151,303
Deferred income taxes	239,626	202,255
Insurance reserves	248,865	246,754
Other long-term liabilities	90,476	49,215
Total liabilities	6,400,906	7,052,822
Commitments and contingencies		
Equity:		
Common stock	—	—
Additional paid-in capital	1,158,995	223,358
Retained earnings (deficit)	(291,968)	(225,908)
Accumulated other comprehensive income (loss)	3,707	184
Total equity (deficit)	870,734	(2,366)
Total liabilities and equity	$ 7,271,640	$ 7,050,456

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Amounts in thousands, unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net revenue	$ 1,611,655	$ 1,423,256	$ 4,444,346	$ 3,948,795
Operating expenses:				
Employee wages, benefits and taxes	806,963	729,947	2,266,568	2,108,828
Maintenance, fuel and other direct expenses	120,107	124,891	364,047	354,221
Insurance expense	47,228	36,982	128,217	117,912
Other operating expenses	344,425	286,167	970,281	887,541
Depreciation and amortization	74,118	78,907	220,569	240,544
Impairment of assets held for sale	2,716	24,350	7,527	24,350
Acquisition, integration and other charges	20,091	7,109	83,901	27,752
Total operating expenses	1,415,648	1,288,353	4,041,110	3,761,148
Operating income	196,007	134,903	403,236	187,647
Interest expense, net	132,568	134,920	394,127	379,343
Loss on debt extinguishment	—	—	17,516	—
Equity in (earnings) losses of unconsolidated affiliates	(512)	(563)	(2,183)	(2,906)
Other (income) loss, net	(2,249)	2,301	(3,587)	(1,701)
Net income (loss) before income taxes	66,200	(1,755)	(2,637)	(187,089)
Income tax (benefit) expense	30,453	16,380	63,423	29,897
Net income (loss)	$ 35,747	$ (18,135)	$ (66,060)	$ (216,986)
Comprehensive income (loss):				
Net income (loss)	35,747	(18,135)	(66,060)	(216,986)
Other comprehensive income (loss)				
Unrealized holding gains (losses) on investments	4,132	165	4,514	819
Deferred income tax benefit (expense), net	(915)	(37)	(991)	(182)
Total other comprehensive income (loss), net of income tax	3,217	128	3,523	637
Comprehensive income (loss)	$ 38,964	$ (18,007)	$ (62,537)	$ (216,349)

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY (DEFICIT)
(Amounts in thousands, unaudited)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
Balance at December 31, 2022	$ —	$ 217,195	$ (23,246)	$ (3,423)	$ 190,526
Stock-based compensation expense	—	1,228	—	—	1,228
Net income (loss)	—	—	(189,782)	—	(189,782)
Other comprehensive income (loss), net of tax benefit (expense) of ($0.3) million	—	—	—	917	917
Balance at March 31, 2023	$ —	$ 218,423	$ (213,028)	$ (2,506)	$ 2,889
Stock-based compensation expense	—	1,902	—	—	1,902
Net income (loss)	—	—	(9,069)	—	(9,069)
Other comprehensive income (loss), net of tax benefit (expense) of $0.1 million	—	—	—	(408)	(408)
Balance at June 30, 2023	$ —	$ 220,325	$ (222,097)	$ (2,914)	$ (4,686)
Stock-based compensation expense	—	1,474	—	—	1,474
Net income (loss)	—	—	(18,135)	—	(18,135)
Other comprehensive income (loss), net of tax benefit (expense) of less than ($0.1) million	—	—	—	128	128
Balance at September 30, 2023	$ —	$ 221,799	$ (240,232)	$ (2,786)	$ (21,219)
Balance at December 31, 2023	$ —	$ 223,358	$ (225,908)	$ 184	$ (2,366)
Stock-based compensation expense	—	1,285	—	—	1,285
Net income (loss)	—	—	(30,897)	—	(30,897)
Other comprehensive income (loss), net of tax benefit (expense) of less than ($0.1) million	—	—	—	362	362
Balance at March 31, 2024	$ —	$ 224,643	$ (256,805)	$ 546	$ (31,616)
Stock-based compensation expense	—	1,417	—	—	1,417
Issuance of shares under stock award plan, net of shares withheld for cash taxes paid	—	(682)	—	—	(682)
Net income (loss)	—	—	(70,910)	—	(70,910)
Cash contributed by (distributed to) Parent[1]	—	934,595	—	—	934,595
Other comprehensive income (loss), net of tax benefit (expense) of less than $0.1 million	—	—	—	(56)	(56)
Balance at June 30, 2024	$ —	$ 1,159,973	$ (327,715)	$ 490	$ 832,748
Stock-based compensation expense	—	4,871	—	—	4,871
Issuance of shares under stock award plan, net of shares withheld for cash taxes paid	—	(5,849)	—	—	(5,849)
Net income (loss)	—	—	35,747	—	35,747
Other comprehensive income (loss), net of tax benefit (expense) of less than ($0.1) million	—	—	—	3,217	3,217
Balance at September 30, 2024	$ —	$ 1,158,995	$ (291,968)	$ 3,707	$ 870,734

(1) Refer to Note 15 for further detail regarding the cash contributed by Parent.

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

Global Medical Response, Inc.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Amounts in thousands, unaudited)

	Nine Months Ended September 30,	
	2024	2023
Cash flows from operating activities:		
Net income (loss)	$ (66,060)	$ (216,986)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities		
Depreciation and amortization	220,569	240,544
Amortization of deferred financing costs and debt discount	16,701	20,660
Paid-in-kind interest on long-term debt	14,260	—
Loss on debt extinguishment	17,516	—
Impairment of assets held for sale	7,527	24,350
Stock-based compensation expense	41,762	4,604
Loss (gain) on disposal of property and equipment	11,678	(4,693)
Unrealized loss (gain) on marketable equity securities	(570)	(2,249)
Deferred income taxes	37,610	29,747
Other, net	(1,693)	3,003
Changes in assets and liabilities, net of effects of acquisitions		
Accounts receivable, net	(158,807)	73,492
Accounts payable	(9,294)	(22,533)
Accrued wages, benefits and taxes	42,704	(6,139)
Accrued interest	(58,939)	77,932
Accrued liabilities	35,488	2,568
Other assets and liabilities, net	(45,091)	(39,677)
Net cash provided by (used in) operating activities	105,361	184,623
Cash flows from investing activities:		
Acquisition of businesses, net of cash and restricted cash acquired	(500)	—
Proceeds from asset disposals related to sales and insurance recoveries	5,359	22,665
Purchases of property and equipment	(150,191)	(136,441)
Net change in investments held as insurance collateral	(2,606)	421
Purchases of marketable securities	(47,275)	(54,088)
Sales and maturities of marketable securities	87,727	71,600
Other investing activities, net	(10,788)	(6,196)
Net cash provided by (used in) investing activities	(118,274)	(102,039)
Cash flows from financing activities:		
Payments on finance lease obligations	(17,162)	(26,947)
Principal payments on long-term debt	(953,228)	(119,582)
Proceeds from issuance of long-term debt	74,392	30,197
Cash contributed by (distributed to) Parent	934,595	—
Other financing activities, net	(6,531)	—
Net cash provided by (used in) financing activities	32,066	(116,332)
Effect of exchange rate changes on cash, cash equivalents, restricted cash and restricted cash equivalents	(490)	(97)
(Decrease) increase in cash, cash equivalents, restricted cash and restricted cash equivalents	18,663	(33,845)
Cash and cash equivalents, beginning of period (including restricted cash and restricted cash equivalents of $7.2 million and $15.6 million, respectively)	134,451	161,955
Cash and cash equivalents, end of period (including restricted cash and restricted cash equivalents of $9.5 million and $12.1 million, respectively)	$ 153,114	$ 128,110
Supplemental disclosure of cash flow information		
Equipment (primarily aircraft) additions financed with the issuance of debt	$ 14,852	$ 47,462
Cash paid (received) during the period for:		
Interest	$ 427,954	$ 293,225
Income taxes, net of refunds received	$ 30,145	$ 3,529

The accompanying Notes to Condensed Consolidated Financial Statements are an integral part of these statements.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

AIR AMBULANCE SERVICE LICENSE

This is to certify that: **MED-TRANS CORPORATION DBA AIRSTAR 1** **Provider Number # 9523**
Name of Provider

30000 COUNTY LINE ROAD WESLEY CHAPEL, FL 33543
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Air Ambulance Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

SUMTER
County(s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 03/03/2026

This certificate shall be posted in the above mentioned establishment

Docusign Envelope ID: F407A952-BAB4-4A97-A5BC-4FD51721D312

THIRD AMENDMENT OF MEDICAL DIRECTOR AGREEMENT (Ground Transport/EMS Program)

This Amendment of Medical Director Agreement ("Amendment") is effective as of March 31st, 2024 ("Effective Date") between **PASCO-PINELLAS HILLSBOROUGH COMMUNITY HEALTH SYSTEM, INC.**, a Florida not for profit corporation d/b/a **ADVENTHEALTH WESLEY CHAPEL** ("Hospital"), and **TAMPA BAY EMERGENCY PHYSICIANS, LLC** ("Group").

WHEREAS, the Hospital and Group are parties to that certain Medical Director Agreement for Ground Transport/EMS Program dated October 1, 2019, as amended February 2, 2021, January 1, 2022, and January 1, 2024 (the "Agreement"); and

WHEREAS, the parties continued to operate under the same terms and conditions as the Agreement since January 1, 2024 as reflected by a collection of documents including medical director logs and invoices and as is now being memorializing in this Amendment and;

WHEREAS, the parties wish to make additional modifications to the Agreement and extend the Term;

ACCORDINGLY, the parties agree as follows:

1. Term. The Hospital and Group hereby agree to extend the term of the Agreement from March 31, 2024, through December 31, 2026 (the "Term"), such extension to be upon and subject to all the terms, provisions, and conditions of the Agreement.

2. Exhibit "A" Duties of Group's Physician shall be amended to add the following additional duties:

   - Advise, supervise and participate as necessary in developing and facilitating community paramedicine program in conjunction with Pasco County Fire Rescue.
   - Advise, supervise and participate as necessary in developing and facilitating MIH-P paramedicine program.
   - Supervisory Services. Group hereby agrees to be responsible for the supervision of a mid-level provider, specifically, Allison Sutton, APRN, who is employed by Hospital. Group shall provide such supervisory services according to the standards set by the State of Florida and the requirements of the Hospital Medical Staff Bylaws and Rules and Regulations, including:
     i. Medical Group shall be responsible for the supervision of the mid-level provider who shall be employed by Hospital.
     ii. Medical Group shall enter into a written Protocol Agreement with the mid-level provider, as required by the State of Florida and the Employer (the "***Protocol Agreement***") which meets all requirements under applicable laws, regulations and policies.
     iii. The final Protocol Agreement shall be reviewed and approved by the Hospital prior to its finalization.

3. Compensation. Section 7 of the Agreement shall be amended and restated in its entirety as follows:

"7) Compensation and Reimbursement. Group's Medical Director and Associate Medical Director will devote a maximum of one hundred and thirty (130) hours per month to providing the services hereunder. Associate Medical Directors shall not account for more than Sixty-Five (65) of the one hundred and thirty hour maximum. The Hospital shall pay Group a fair market value compensation amount of ONE HUNDRED AND FIFTY DOLLARS ($150) per hour for all Services performed and documented; provided, however, that the maximum amount paid shall not exceed TWO HUNDRED AND THRITY THOUSAND ($230,000) per year. Payment shall be made within

thirty (30) days of submission each month by Group's Physicians of time records described in Section 6 reflecting the Services rendered by Group's Physicians during the preceding month. Compensation will be made pursuant to this Agreement solely for Administrative Services provided to Hospital." In the event that Physician Medical Director participates in a Hospital/Medical Staff Initiative in furtherance of the medical director duties outlined in the Agreement which involves either overnight travel or expenses for items such as travel, lodging, and meals, upon receipt of original receipts and documentation from Physician, for reasonable, Hospital will reimburse approved expenses (e.g., travel, lodging, meals, etc.) associated with Physician's participation in a Hospital/Medical Staff Initiative in accordance with applicable Hospital policies and procedures. Hospital reserves the right to remit payment for approved expenses to the relevant vendor (e.g., travel, lodging, meals, etc.) at its discretion rather than requiring Physician to incur said expenses and submit for reimbursement. In order for Physician to receive compensation and reimbursement for expenses for participation in a Hospital/Medical Staff Initiative in furtherance of the medical director duties outlined in the Agreement, (a) Physician shall request approval from the Executive Director of EMS/ AirStar in advance of incurring said expenses; and (b) Physician shall submit proof of payment to Hospital with original receipts and documentation within thirty (30) days after the month when Physician incurs the approved expenses for the Hospital/Medical Staff Initiative as set forth in the applicable Hospital policies and procedures. Physician shall not submit duplicate time records for Medical Director Services or any other administrative service or clinical service that Physician performs while attending and/or participating in any Hospital/Medical Staff Initiative. The Physician Medical Director shall maintain his/her membership in The National Association of EMS Physicians (NAEMSP), Florida Association of EMS Medical Directors (FAEMSMD), and Air Medical Physician Association (AMPA) which Hospital shall reimburse up to $1,250.00 annually within thirty (30) days of receiving proof of payment from Physician Medical Director.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

5. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures of this instrument shall be deemed originals and binding on all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be effective as of the date first written above.

HOSPITAL
ADVENTHEALTH WESLEY CHAPEL

DocuSigned by:
By: Ryan Quattlebaum
38F51CEA4D184B2...
Title: President/CEO
Print Name: Ryan Quattlebaum
Date: 2/10/2025

GROUP
TAMPA BAY EMERGENCY PHYSICIANS, LLC

DocuSigned by:
By: Brandon Lewis
4D21741F0A3A4DB...
Title: President, Southeast Division
Print Name: Brandon Lewis
Date: 2/12/2025

Your license number is ME 87287.

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	LICENSE NO.	CONTROL NO.
DECEMBER 17, 2024	**ME 87287**	**940272**

THE MEDICAL DOCTOR
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **JANUARY 31, 2027**

FREDERICK TODD YONTECK
4535 DRESSLER ROAD NW
CANTON, OH - 44718

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	LICENSE NO.	CONTROL NO.
DECEMBER 17, 2024	ME 87287	940272

THE MEDICAL DOCTOR
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

FREDERICK TODD YONTECK

Expiration Date: JANUARY 31, 2027

LICENSEE SIGNATURE

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN MANAGEMENT INFORMATION FORM

Name of service: AdventHealth AirStar 1

Website _____

Hardee County business address:
735 S 5th Ave

City and Zip Code: Wauchula, FL 33873

Headquarters business address:
30,000 County Line Road

City and Zip Code: Wesley Chapel FL 33543

Dispatch telephone number: 813-929-5801

Management Contact Information

Name: John Schreadley, Program manager

24-hour contact number: 727-403-5792

Name: Jeff Bogue

24-hour contact number: 813-393-9380

17

AdventHealth

Statement of Drug Free Workplace

AdventHealth West Florida Division (WFD) Emergency Medical Services does hereby affirm that we are dedicated to maintaining a drug free workplace.

Jeffrey A Bogue
Director
EMS / Critical Care Transport
AdventHealth West Florida Division
O 813-929-5646
M 813-393-9380
Jeffrey.bogue@AdventHealth.com

Med-Trans Corporation DBA AirStar 1

License Number: AIR9523

Data As Of 3/24/2025

Profession	EMS Service Provder Air
License	AIR9523
License Status	CLEAR/
Qualifications	Pre - Hospital
License Expiration Date	3/3/2026
License Original Issue Date	03/04/2024
Address of Record	30000 County Line Road WESLEY CHAPEL, FL 33543
Discipline on File	No

Secondary Locations

Address

3440 Airfield Drive West

LAKELAND, FL 33811

Address

3405 Flightline Drive

LAKELAND, FL 33811

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline 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.

Supervising Practitioners

Name	Relationship	Profession	License	Effective Date
YONTECK, FREDERICK TODD	PRIMIARY MEDICAL DIRECTOR	MEDICAL DOCTOR	87287	03/04/2024

Click on the License Number to view License Details for that Practitioner

Subordinate Practitioners

Name	Relationship	Profession	License	Effective Date
EC135P3	PERMIT	VEHICLE PERMIT (AIRCRAFT)	2174	3/5/2025

Click on the License Number to view License Details for that Practitioner

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BRENDON SANDERS

License Number: PMD537034

Data As Of 3/24/2025

Profession	Paramedic
License	PMD537034
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/06/2020
Address of Record	8120 muddy pines place TAMPA, FL 33635
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

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MARK S ADAMS

License Number: PMD507417

Data As Of 3/24/2025

Profession	Paramedic
License	PMD507417
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	11/12/2004
Address of Record	2600 Bruce B Downs Blvd WESLEY CHAPEL, FL 33544
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

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Department of Health

WILLIAM RANDALL BAXLEY

License Number: PMD526844

Data As Of 3/24/2025

Profession	Paramedic
License	PMD526844
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/17/2014
Address of Record	10409 Copperwood Drive NEW PORT RICHEY, FL 34654
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

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Department of Health

WILLIAM RANDALL BAXLEY

License Number: RN9528632

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9528632
License Status	CLEAR/Active
Qualifications	Multistate Registered Nurse
License Expiration Date	4/30/2027
License Original Issue Date	01/30/2020
Address of Record	2600 Bruce B Downs Boulevard WESLEY CHAPEL, FL 33544
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

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Department of Health

VICTOR E VIRGILIO III

License Number: PMD524212

Data As Of 3/24/2025

Profession	Paramedic
License	PMD524212
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/23/2012
Address of Record	****** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ***, ** **********
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

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VICTOR EMANUEL VIRGILIO JR.

License Number: RN9199436

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9199436
License Status	CLEAR/Active
Qualifications	Single-state License
License Expiration Date	7/31/2026
License Original Issue Date	03/13/2003
Address of Record	14820 LITTLE RANCH ROAD SPRING HILL, FL 34610
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

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Department of Health

JESSICA NICHOLE DUNN

License Number: RN9505602

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9505602
License Status	CLEAR/Active
Qualifications	Multistate Registered Nurse
License Expiration Date	7/31/2026
License Original Issue Date	02/18/2019
Address of Record	8120 Muddy Pines Place TAMPA, FL 33635
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

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Department of Health

JESSICA NICHOLE DUNN

License Number: PMD540039

Data As Of 3/24/2025

Profession	Paramedic
License	PMD540039
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	11/02/2021
Address of Record	AdventHealth Wesley Chapel 2600 Bruce B Downs WESLEY CHAPEL, FL 33544
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

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Department of Health

CRISTOPHER JAMES SPRINGER

License Number: PMD532057

Data As Of 3/24/2025

Profession	Paramedic
License	PMD532057
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/13/2017
Address of Record	1158 HALLCREST AVE SPRING HILL, FL 34608
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

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Department of Health

WILLIAM BRANTLEY JOHNSON

License Number: RN9354356

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9354356
License Status	CLEAR/Active
Qualifications	Multistate Registered Nurse
License Expiration Date	7/31/2026
License Original Issue Date	01/04/2013
Address of Record	1515 sw archer rd GAINESVILLE, FL 32607
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

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Tallahassee, FL 32399-3251

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Department of Health

WILLIAM BRANTLEY JOHNSON

License Number: PMD531394

Data As Of 3/24/2025

Profession	Paramedic
License	PMD531394
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/29/2017
Address of Record	11903 elm st BROOKER, FL 32622
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

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PATRICK R MCMAHON

License Number: PMD531508

Data As Of 3/24/2025

Profession	Paramedic
License	PMD531508
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/08/2017
Address of Record	35715 Kinsey Pt. Zephyrhills ZEPHYRHILLS, FL 33541
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

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PATRICK ANDREW PULTZ

License Number: RN9318255

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9318255
License Status	CLEAR/Active
Qualifications	Single-state License
License Expiration Date	7/31/2026
License Original Issue Date	01/10/2011
Address of Record	1515 SW Archer Rd. GAINESVILLE, FL 32608
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

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PATRICK ANDREW PULTZ

License Number: RN9318255

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9318255
License Status	CLEAR/Active
Qualifications	Single-state License
License Expiration Date	7/31/2026
License Original Issue Date	01/10/2011
Address of Record	1515 SW Archer Rd. GAINESVILLE, FL 32608
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

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Department of Health

JAIME LYNN STEPHENS DAVENPORT

License Number: RN9675552

Data As Of 3/24/2025

Profession	Registered Nurse
License	RN9675552
License Status	CLEAR/Active
Qualifications	Multistate Registered Nurse
License Expiration Date	7/31/2026
License Original Issue Date	01/07/2025
Address of Record	303 Scott Court PALM HARBOR, FL 34684
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

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Department of Health

JAIME LYNN STEPHENS DAVENPORT

License Number: PMD545838

Data As Of 3/24/2025

Profession	Paramedic
License	PMD545838
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/24/2024
Address of Record	303 Scott Court PALM HARBOR, FL 34684
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

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FAA REGISTRY

N-Number Inquiry Results

N-NUMBER ENTERED: 865MT

AIRCRAFT DESCRIPTION

Serial Number	2212	Status	Valid
Manufacturer Name	AIRBUS HELICOPTERS DEUTSCHLAND	Certificate Issue Date	06/08/2023
Model	EC135 P3	Expiration Date	06/30/2030
Type Aircraft	Rotorcraft	Type Engine	Turbo-shaft
Pending Number Change	None	Dealer	No
Date Change Authorized	None	Mode S Code (base 8 / Oct)	52761217
MFR Year	2023	Mode S Code (Base 16 / Hex)	ABE28F
Type Registration	Corporation	Fractional Owner	NO

REGISTERED OWNER

Name	MED-TRANS CORP		
Street	2200 WESTCOURT RD		
City	DENTON	State	TEXAS
County	DENTON	Zip Code	76207-4529
Country	UNITED STATES		

AIRWORTHINESS

INFORMATION PROVIDED HERE SHOULD NOT BE USED TO DETERMINE THE AIRWORTHINESS OF AN AIRCRAFT.

Refer to 14 CFR Parts 39, 43, 91, and FAA Order 8130.2 for airworthiness regulations and guidance.

Type Certificate Data Sheet	H88EU	Type Certificate Holder	AIRBUS HELICOPTERS DEUTSCHLAND GMBH (AHD)
Engine Manufacturer	P&W CANADA	Classification	Standard
Engine Model	PW206B3	Category	Normal
A/W Date	11/15/2023	Exception Code	No

The information contained in this record should be the most current Airworthiness information available in the historical aircraft record. However, this data alone does not provide the basis for a determination regarding the airworthiness of an aircraft or the current aircraft configuration. For specific information, you may request a copy of the aircraft record at https://aircraft.faa.gov/e.gov/ND/

OTHER OWNER NAMES

None

TEMPORARY CERTIFICATES

None

FUEL MODIFICATIONS

None

DEREGISTERED AIRCRAFT

None

The duration of aircraft registration certificates has been extended up to 7 years. The Registry will be issuing revised certificates in batches based on the former expiration date. For verification purposes, even though the expiration date on the registration certificate may not match the expiration date in the FAA Aircraft Registration database, any registration

certificate displaying an expiration date of January 31, 2023 or later is still valid. This applies to all foreign Civil Aviation Authorities or anyone else with a verification need.

You are accessing a U.S. Government authorized information system, which includes (1) this computer, (2) this computer network, (3) all computers connected to this network, (4) all devices and storage media attached to this network or to a computer on this network, and (5) all cloud services and hosting environments supporting this information system. This information system is provided for U.S. Government-authorized use only.

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- ***You have no reasonable expectation of privacy regarding communications or data transiting or stored on this information system.***
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- ***Any communications or data transiting or stored on this information system may be disclosed or used for any lawful Government purpose.***

Federal Aviation Administration

U.S Department of Transportation
Federal Aviation Administration
Airman Details Report

Personal Information:

PAUL JOSEPH DIMAGGIO

Airman opted-out of releasing address

Medical Information:

Medical Class: Second **Medical Date:** 2/2025
BasicMed Course Date: None **BasicMed CMEC Date:** None

Certificate Information:

Certificate: COMMERCIAL PILOT
Date of Issue: 7/28/2022

Ratings:

COMMERCIAL PILOT
AIRPLANE SINGLE ENGINE LAND
ROTORCRAFT-HELICOPTER
INSTRUMENT AIRPLANE AND HELICOPTER

Limits:

ENGLISH PROFICIENT.

Federal Aviation Administration

U.S Department of Transportation
Federal Aviation Administration
Airman Details Report

Personal Information:
NICLAS HERLE

7401 BROUGHTON ST
SARASOTA FL 34243-1410
County: MANATEE
Country: USA

Medical Information:
Medical Class: Second **Medical Date:** 7/2024
BasicMed Course Date: None **BasicMed CMEC Date:** None

Certificate Information:
Certificate: COMMERCIAL PILOT
Date of Issue: 3/1/2019

Ratings:
COMMERCIAL PILOT
ROTORCRAFT-HELICOPTER
INSTRUMENT HELICOPTER

Limits:

ENGLISH PROFICIENT.

Federal Aviation Administration

U.S Department of Transportation
Federal Aviation Administration
Airman Details Report

Personal Information:

BRIAN KEITH SWINNEY

2201 VILLAGE CT
LAKE WALES FL 33898-5289
County: POLK
Country: USA

Medical Information:

Medical Class: Second **Medical Date:** 5/2024
MUST USE CORRECTIVE LENS(ES) TO MEET VISION STANDARDS AT ALL REQUIRED DISTANCES.
BasicMed Course Date: None **BasicMed CMEC Date:** None

Certificate Information:

Certificate: COMMERCIAL PILOT
Date of Issue: 3/9/2005

Ratings:
COMMERCIAL PILOT
ROTORCRAFT-HELICOPTER
INSTRUMENT HELICOPTER
PRIVATE PRIVILEGES
AIRPLANE SINGLE ENGINE LAND
INSTRUMENT AIRPLANE

RESOLUTION NO. 2025-48

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR MED-TRANS CORPORATION DBA, AIRSTAR 1 ("AIRSTAR 1") TO PROVIDE NON-EMERGENCY AIR 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. 99-05, and finds that a need has been generated for authorization of Med-Trans Corporation DBA, AirStar 1 ("AirStar 1") to provide non-emergency air transportation services and does not appear to adversely impact or affect the operations of the County's Emergency Medical Services; and

WHEREAS, AirStar 1 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 AirStar 1 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 Med-Trans Corporation DBA, AirStar 1 ("AirStar 1") for the provision of advanced and basic life support non-emergency air 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 air transfers for Hardee County.
B. This is not intended to grant an exclusive franchise to AirStar 1 or to establish a contractual relationship between the Hardee County and AirStar 1.
C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, AirStar 1 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 AirStar 1 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 AirStar 1 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, Med-Trans Corporation DBA, AirStar 1 ("AirStar 1"), 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 Med-Trans Corporation DBA. AirStar 1 ("AirStar 1"), to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, Med-Trans Corporation DBA. AirStar 1 ("AirStar 1"), 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 May 15, 2025. This Certificate of Public Convenience and Necessity issued to Resolution number 2025-48 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to Med-Trans Corporation DBA. AirStar 1 ("AirStar 1") 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. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Variance Request 25-24 From Nekita Austin
SUGGESTED ACTION:	- Motion to approve variance request 25-24 for Nekita Austin; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
BOCC Variance Agenda Packet-combined.pdf

AGENDA REQUEST FORM

Complete **ONE** form, per item request.

Department/Agency Hardee County Community Development Department

Contact Person Todd Miller/Jorden Eisentein Phone (863) 767 1964

Email todd.miller@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 05/15/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 minutes)

Provide reason for agenda item and what the action is requested, if any:
Approval of a Variance

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Record of Decision
Return signed Record of Decision to the Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT
110 South 9th Avenue ---- Wauchula, FL 33873
Telephone: (863) 767 1964

STAFF REPORT

Request for Variance

Agenda No:	VAR 25-24

Request:	Request for a Variance to reduce the front and rear setbacks from 30' to 24.05' at the front property line, and from 20' to 13.18' at the rear property line on a 3,920.4 sf, parcel zoned R-3 (Multifamily Residential) in the Town Center Future Land Use Category.
Property Owner/Applicant:	Nekita Austin c/o Sarah Maier with Rebuild Florida 522 Will Duke Rd Wauchula, FL 33873
Location:	522 Will Duke Rd, Hardee County Located on the south side of Will Duke Road, between MLKJ Ave and Mowatt Street
Parcel Identification:	15 34 25 0830 00016 0002
Site Size:	3,920.4 sf (**0.09** +/-acres)
Existing Zoning/Land Use:	**R-3** (Multifamily Residential) zoning/Town Center FLU
Surrounding Zoning/Land Use:	All adjacent properties: R-3 (Multifamily Residential) zoning/Town Center FLU

Subject Property History

The subject R-3 zoned parcel of land was created prior to the adoption of the 1996 Unified Land Development Code, via an approved subdivision plat known as Magnolia Manor, and therefore qualifies as a lot of record, not meeting the minimum 7500 sq size and 75' of lot width of the R-3 zoning district. Specifically, the subject property measures approximately 80 +/- feet deep and 50 +/- feet wide. However, at 80' in depth and requiring a 30' front setback and a 20' rear setback means the property has a small (30' x 36') buildable area.

The current request to replace the building is coming as a result of the severe damage the structure suffered during Hurricane Ian, which qualifies the applicant for the Hurricane Ian Rebuild Florida Program to assist with the replacement of the home.

Procedural Background

Under Section 11.03.00 of the Hardee County Unified Land Development Code (ULDC), variances are reviewed based on the criteria outlined in Section 11.03.00 (B).

Staff Analysis

The criteria for review and staff's analysis are as follows:

01. Special conditions or circumstances exist that are particular to the land or structure involved and is not applicable to other lands or structures in the same land use classification.

Staff Response: As referenced above, the subject property qualifies as a Lot of Record. However, because the property is only 80' in depth and 50' wide, none of the Rebuild Florida model homes can fit on the lot and meet the required 30' front and 20' rear setbacks.

The current request to replace the building comes from the severe damage the structure suffered during Hurricane Ian. The property owners have worked with Rebuild Florida to assist with the replacement of the home.

02. The special conditions and circumstances do not result from the actions of the applicant.

Staff Response: The applicant requires the replacement home due to the impacts of Hurricane Ian, an Act of God beyond their control. In addition, the size of the lot was created long before the current owners owned the property.

03. The requested Variance, if approved, will not confer on the Applicant any special privilege that is denied by the provisions of this code to other lands or structures in the same land use classification.

Staff Findings: The construction of a small, replacement home is a right enjoyed by other lands in the same zoning and land use classification (Multifamily Residential).

04. Literal interpretation of the provisions of this code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.

Staff Findings: Literal interpretation of the provisions of the Code with regards to required setbacks limit the ability to rebuild on the lot, and could qualify as an undue hardship.

05. That the variance granted is the minimum variance that will make possible a reasonable use of the property.

Staff Findings: The variance request (5.95' reduction on the front, 6.82' reduction on the rear) is the least amount of setback reduction required to fit the replacement home on the subject lot of record.

06. That granting the variance will be in harmony with the general intent of the Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Staff Response: The surrounding area is comprised of a variety of lot sizes as part of the Magnolia Manor Subdivision, approved in 1928. As such, the replacement of the home with another small, single-family structure will not be inconsistent or otherwise injurious to the neighborhood.

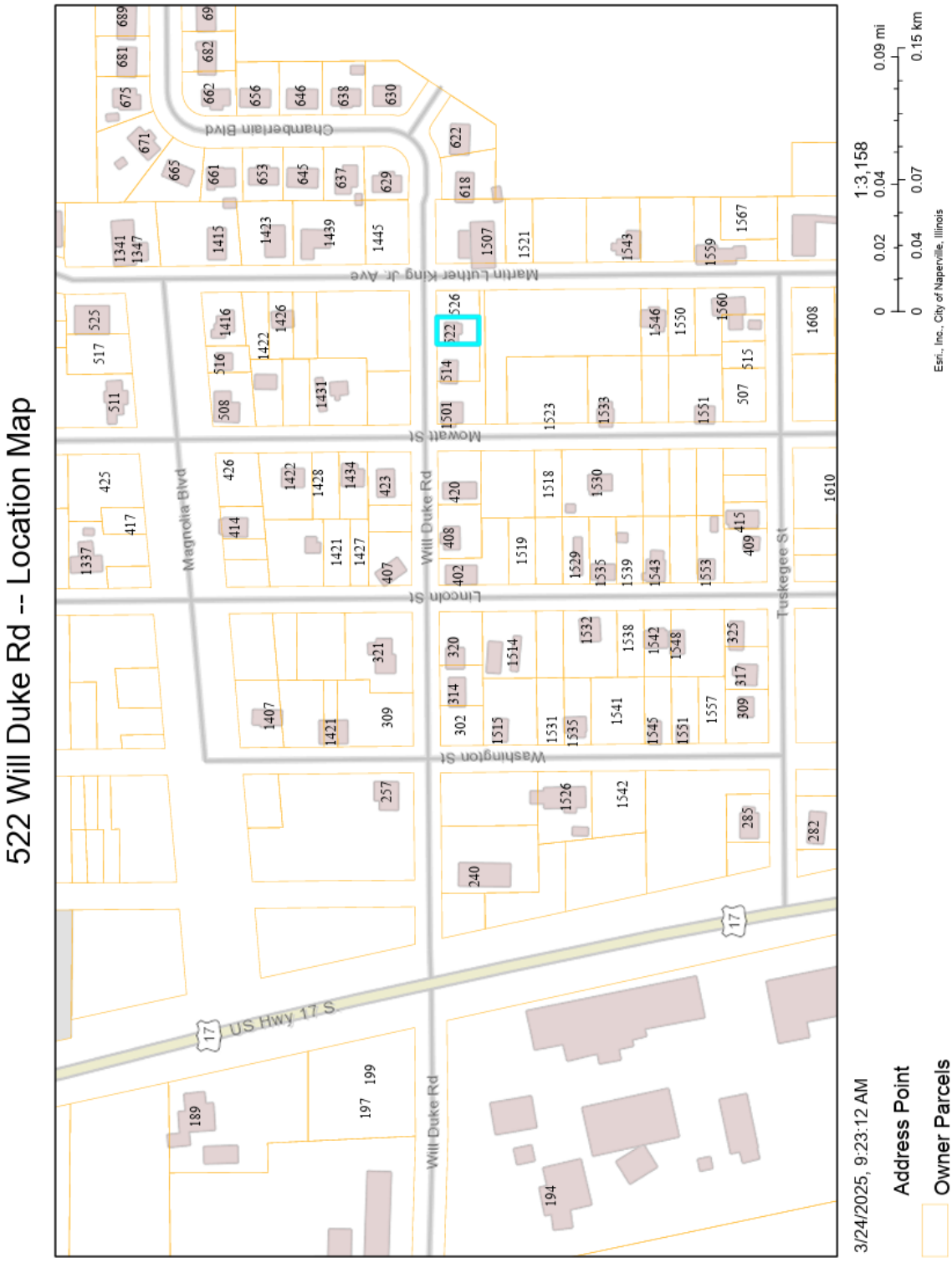
Conclusion:

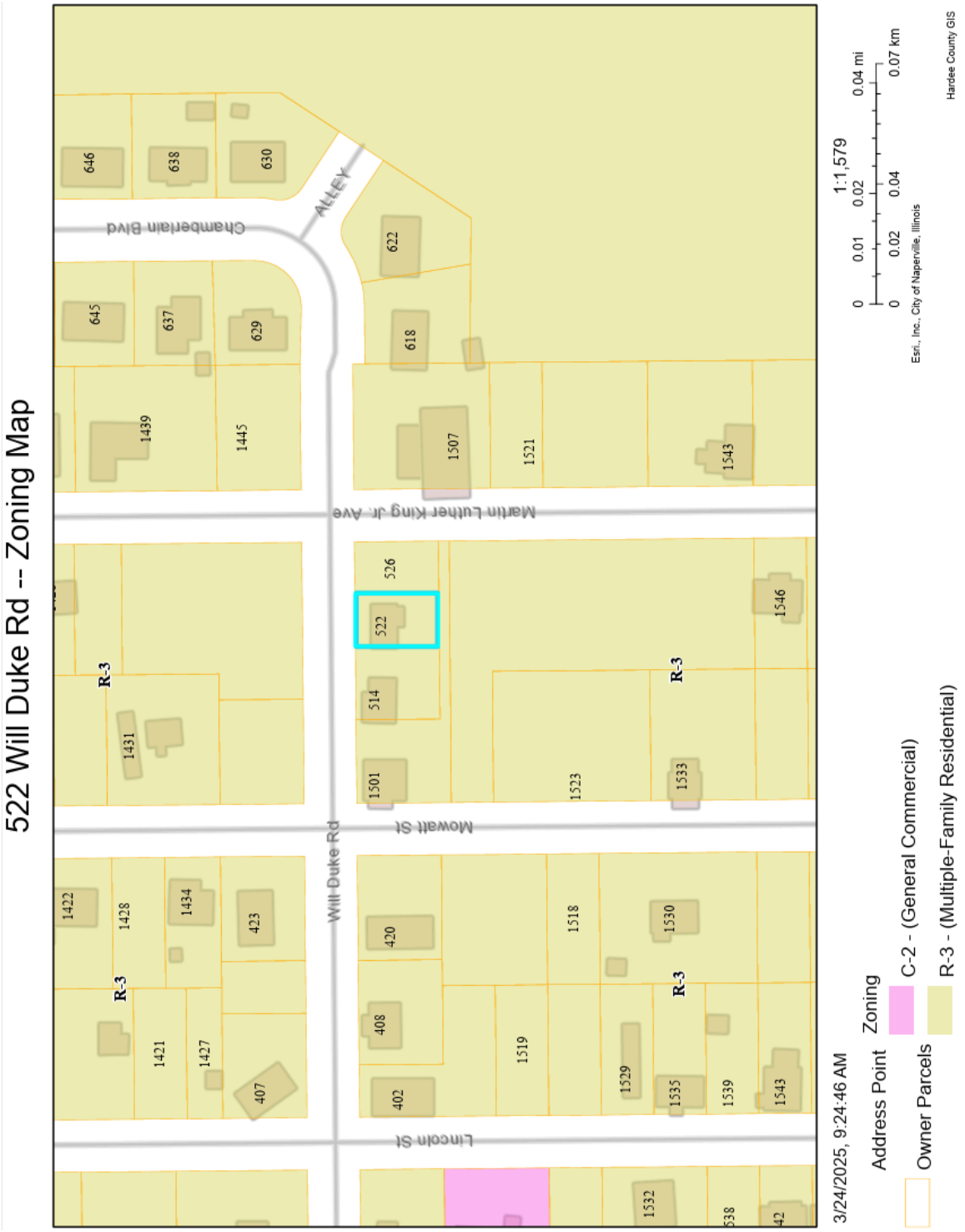
Pursuant to the review and analysis of the above-cited standards staff finds that approval of a variance to Table 3.03.00(C) to reduce the minimum front yard setback from 30' to 24.05', and to reduce the minimum rear yard setback from 20' to 13.18' is consistent with the intent of the Hardee County Unified Land Development Code and the Hardee County Comprehensive Plan.

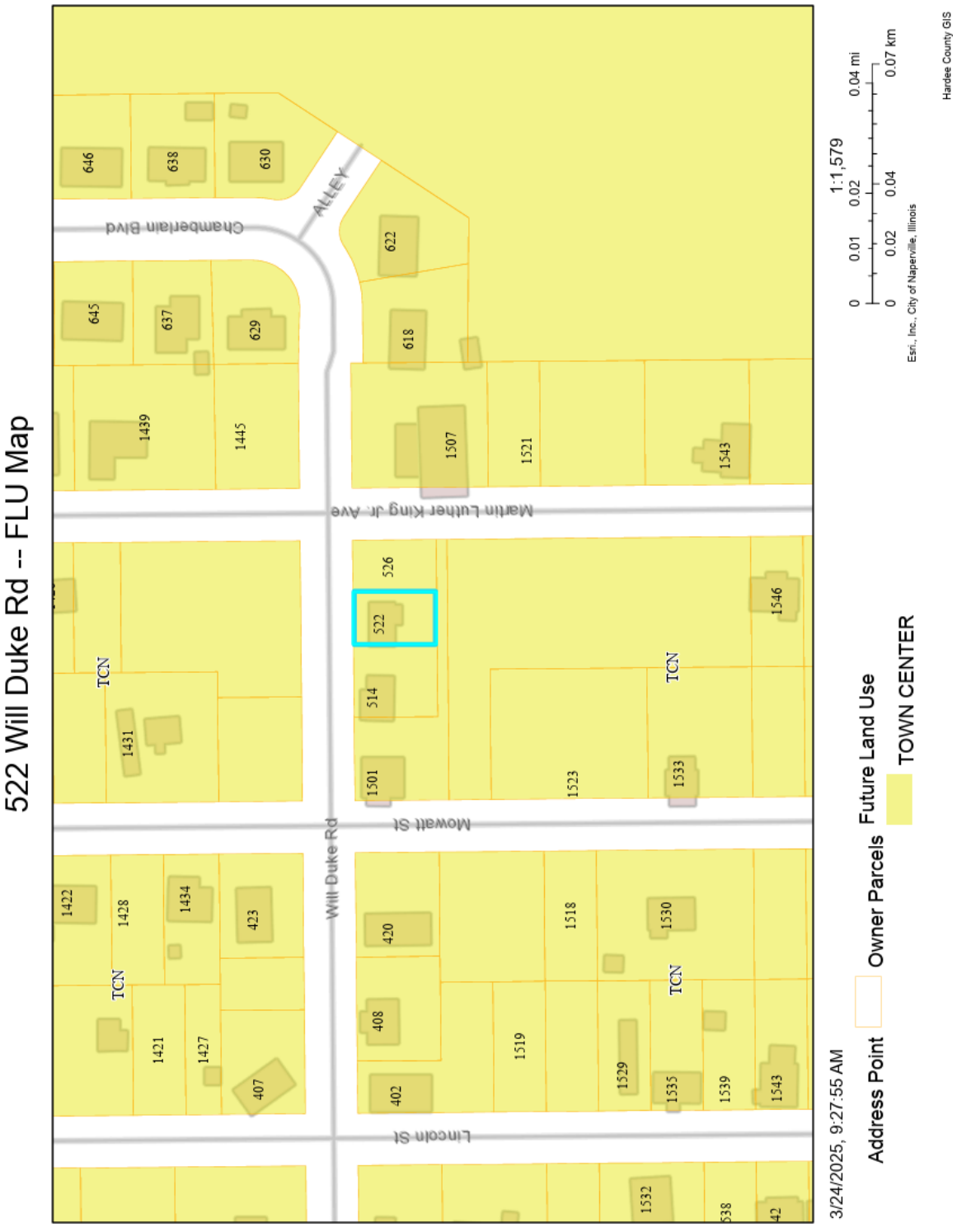
Recommendation:

Both staff and Planning/ Zoning Board recommend **APPROVAL** to the Board of County Commissioners of VAR-25-24 to reduce the front and rear setbacks from 30' to 24.05' at the front property line, and from 20' to 13.18' at the rear property line on a 0.509 +/- acre parcel zoned R-3 (Multifamily Residential) in the Town Center Future Land Use Category to accommodate a new, replacement home for the property owner.

Attachments: Location Map
Zoning Map
FLU Map
Aerial Map


522 Will Duke Rd -- Location Map
Chamberlain Blvd
Martin Luther King Jr Ave
Howatt St
Lincoln St
Washington St
Will Duke Rd
Magnolia Blvd
Tuskegee St
US Hwy 17 S
17
522
526
514
1501
1507
1521
1523
1533
1543
1559
1567
1608
1610
1:3,158
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km
Esri, Inc., City of Naperville, Illinois
3/24/2025, 9:23:12 AM
Address Point
Owner Parcels


522 Will Duke Rd -- Zoning Map
Chamberlain Blvd
ALLEY
Martin Luther King Jr. Ave
Mowatt St
Will Duke Rd
Lincoln St
R-3
646
638
630
645
637
629
622
618
1439
1445
1507
1521
1543
526
522
514
1501
1523
1533
1546
1431
1422
1428
1434
423
420
1518
1530
1421
1427
407
408
1519
1529
1535
1539
1543
402
1532
538
42
0 0.01 0.02 0.04 0.04 mi
0 0.02 0.04 0.07 km
1:1,579
Esri, Inc., City of Naperville, Illinois
Hardee County GIS
3/24/2025, 9:24:46 AM
Address Point
Owner Parcels
Zoning
C-2 - (General Commercial)
R-3 - (Multiple-Family Residential)


522 Will Duke Rd -- FLU Map
Chamberlain Blvd
ALLEY
Martin Luther King Jr. Ave
Mowatt St
Lincoln St
Will Duke Rd
TCN
646
638
630
645
637
629
622
618
1439
1445
1507
1521
1543
526
522
514
1501
1523
1533
1546
1431
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423
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1532
0 0.01 0.02 0.04 0.04 mi
0 0.02 0.04 0.07 km
1:1,579
Esri., Inc., City of Naperville, Illinois
Hardee County GIS
3/24/2025, 9:27:55 AM
Address Point
Owner Parcels
Future Land Use
TOWN CENTER


522 Will Duke Rd -- Aerial Map
629
618
1507
1521
526
522
514
1501
1523
518
1:790
0
0.01
0.01
0.02 mi
0
0.01
0.01
0.03 km
Maxar, Microsoft
Hardee County GIS
3/24/2025, 9:39:22 AM
Address Point
Owner Parcels

RECORD OF DECISION AND NOTICE OF BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY

PROPERTY OWNER/ APPLICANT Nekita Austin
522 Will Duke Rd
Wauchula, FL 33873

DATES OF HEARING P/Z 04/03/2025
BOCC 05/15/2025

AGENDA NO. 25-24 Variance

LEGAL DESCRIPTION Parcel I.D. No.: 15 34 25 0830 00016 0002—0.09 +/-acres
Lot 2, Block 16, Magnolia Manor, a subdivision located in Section 15, Township 34 South, Range 25 East, according to the plat recorded In Plat Book 4, page 23, in the public records of Hardee County, Florida.

YOU ARE HEREBY NOTIFIED that based on and after due consideration of your application and upon public hearing by the Planning/Zoning Board and the Board of County Commissioners your request for a Variance to reduce the minimum required setbacks from: Front 30' to 24.05' and Rear 20' to 13.18' to accommodate a new single-family home has been **APPROVED**.

Existing Conditions and Background History

As an existing Lot of Record with dimensions of approximately 50' x 80', the parcel is constrained and cannot easily accommodate a new single-family home.

Staff Analysis

Staff has reviewed the standards of Sections 11.03.00 of the ULDC for review of the Variance requests, and the purpose and intent of the Hardee County Comprehensive Plan, and finds the request is consistent with the requirements, intents and purposes thereof.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964

A:\DECISION-\VARIANCE\Austin

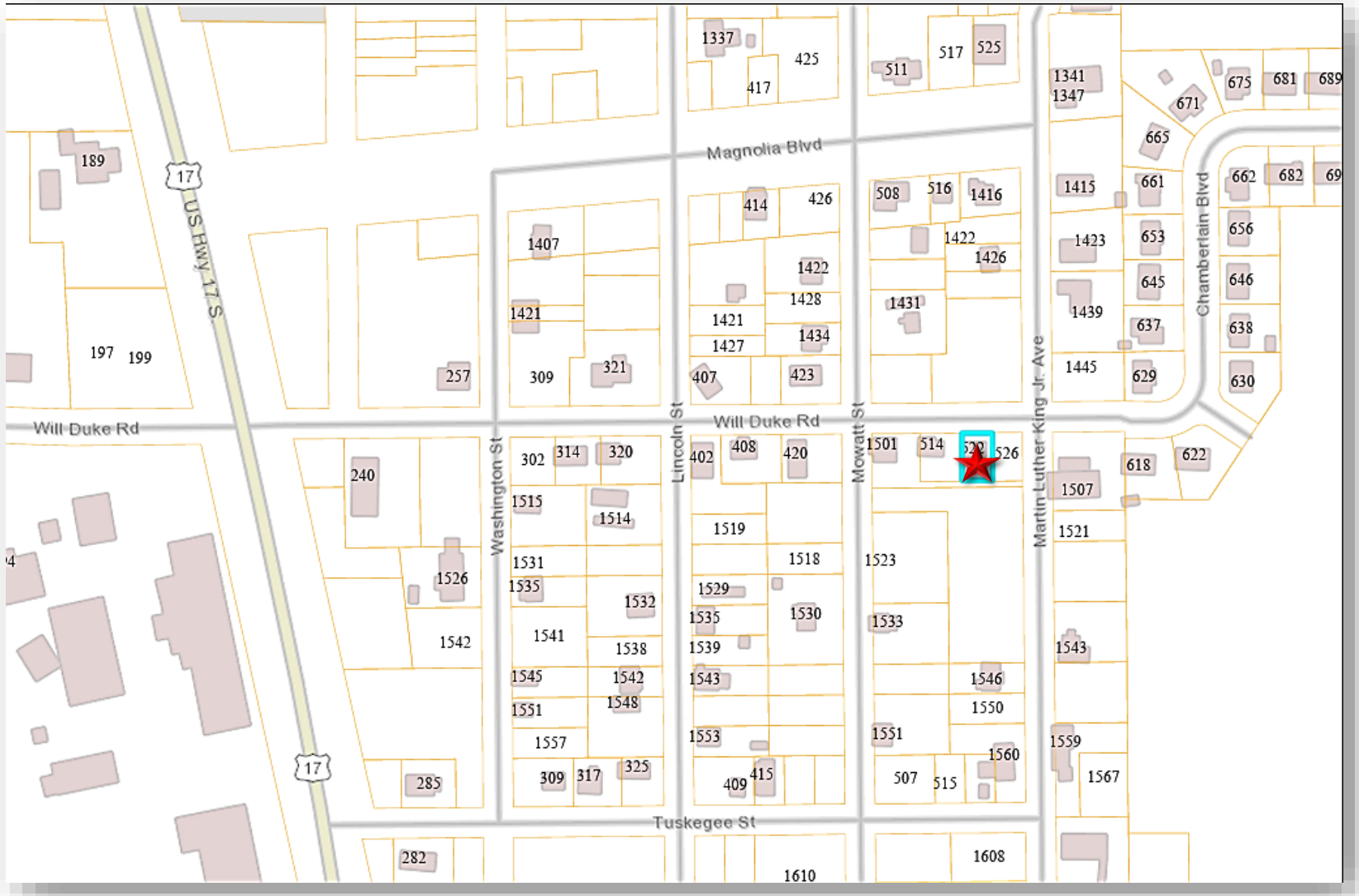
HARDEE COUNTY

VAR 25-24

PRESENTED BY: TODD MILLER– COMMUNITY DEVELOPMENT DIRECTOR

455 Will Duke Rd

- Property Owner: **Nekita Austin**
- Authorized Representative to the Property Owner and Rebuild Florida: **Sarah Maier**
- Location: **South side of Will Duke Rd, Between Martin Luther King Jr Ave and Mowatt St.**



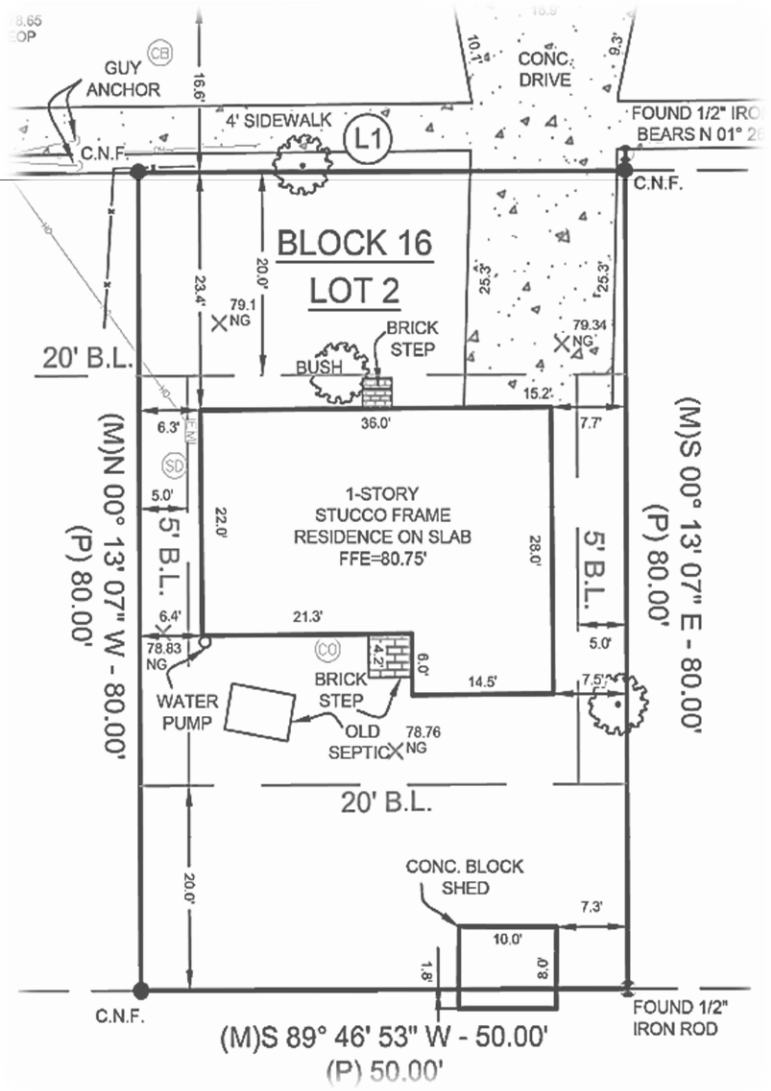
The Request

R-3 Zoning District	Min Floor Area (sf)	Min. Lot size (sf)	Min. Lot Width (ft)	Front Setback (ft)	Rear Setback (ft)	Side Setback (ft)	Max Lot coverage (%)	Max Building Height (ft)
Current Standards	780	7,500	75	30	20	7	40%	35
				- 5.95ft	- 6.82ft			
Requested Reduction				24.05ft	13.18ft			

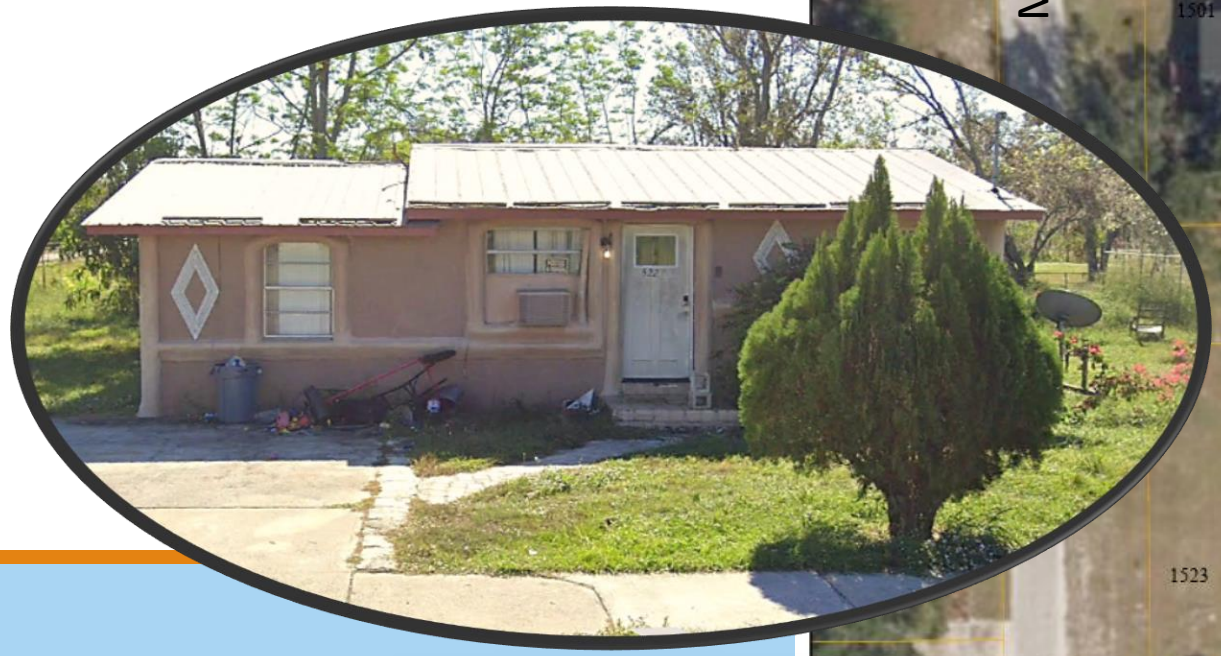
- A reduction of the required front (30ft) and rear (20ft) setbacks to accommodate a new single-family home to replace the existing home which was severely damaged by Hurricane Ian.

Staff Analysis

- Due to the lot-size a variance is necessary for the proposed Rebuild Florida model home to fit on the lot.
- This parcel is a lot of record, which was created before the current zoning standards were in place and both the home and lot were created before the current property owner had ownership of this parcel.



Existing Structure





Aerial View

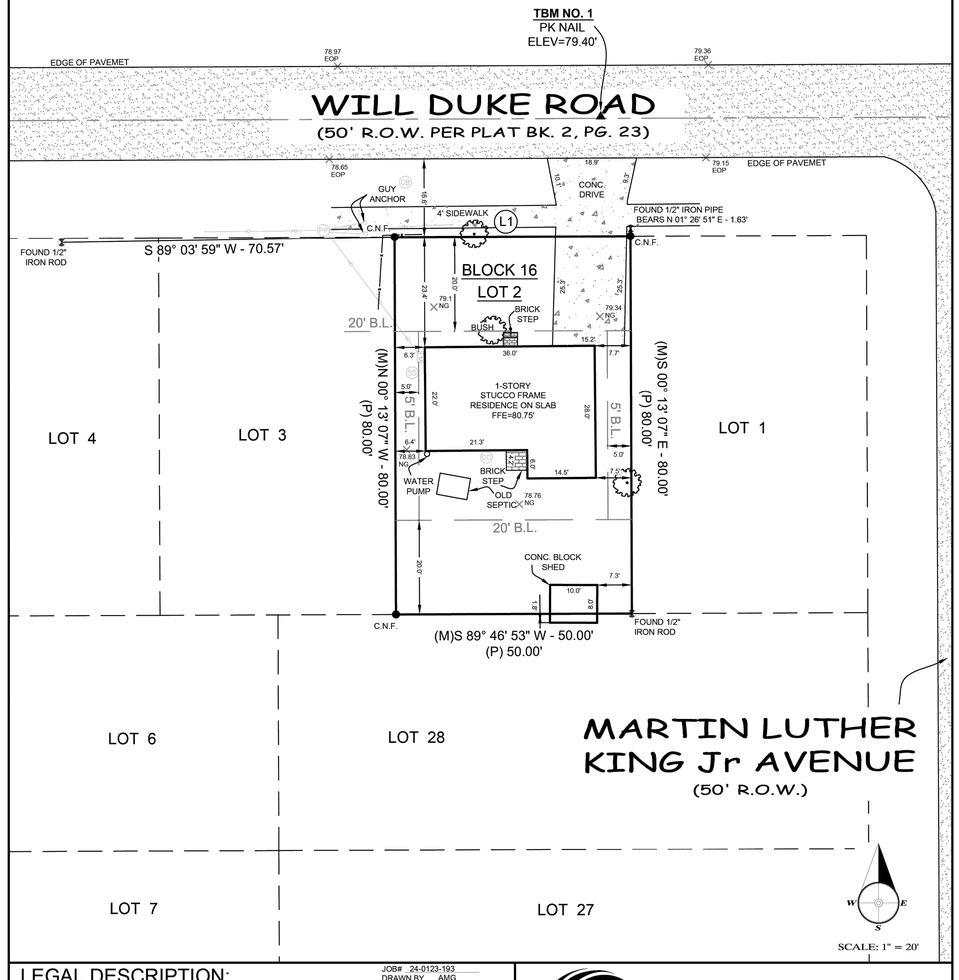
Conclusion.

Proposal complies with the criteria of Section 11.03.00 of the Hardee County Unified Land Development Code.

Therefore, the Planning/Zoning Board and Community Development staff both recommend **APPROVAL** to the BOCC.

PERMIT SURVEY

LINE TABLE			
(M)(P)	#	BEARING	DISTANCE
(M)	L1	N 89° 46' 53" E	50.00'
(P)	L1	-	50.00'



LEGAL DESCRIPTION:

JOB# 24-0123-193
DRAWN BY AMG

LOT 2, BLOCK 16, OF THE MAGNOLIA MANOR, IN HARDEE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 23, OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA.

PREPARED EXCLUSIVELY FOR: DEWBERRY
PROPERTY LOCATED AT: 522 WILL DUKE RD.
PROGRAM PROJECT NUMBER: FL-HI22-816793

COBALT
ENGINEERING AND INSPECTIONS, LLC
FBPE REG. #: 35043 / FBPLS REG. #: LB8499
12005 DELANY ROAD ◦ LA MARQUE, TEXAS 77568 ◦ 409-354-5925

LEGEND

A.E.	=	AERIAL EASEMENT	ESMT	=	EASEMENT	PSM	= PROFFESIONAL SURVEYOR & MAPPER
A/C	=	AIR CONDITIONER	F.F.E.	=	FINISH FLOOR ELEVATION	PVC	= POLYVINYL CHLORIDE PIPE
BLDG.	=	BUILDING	L	=	LENGTH	R	= RADIUS OR RECORD OR RANGE
B.L.	=	BUILDING LINE	(M)	=	MEASURED	RCP	= REINFORCED CONCRETE PIPE
(C)	=	CALCULATED	(MH)	=	MANHOLE	R.L.S.	= REGISTERED PROFESSIONAL LAND SURVEYOR
CB	=	CATCH BASIN	N	=	NORTH	R.O.W.	= RIGHT OF WAY
CH BR	=	CHORD BEARING	NG	=	NATURAL GROUND	S	= SOUTH
C & G	=	CURB AND GUTTER	NO	=	NUMBER	SEC	= SECTION
(D)	=	CENTERLINE	N & D	=	NAIL AND DISK	STM.S.E.	= STORM SEWER EASEMENT
CLF	=	CHAIN LINK FENCE	NO ID	=	NO IDENTIFICATION NUMBER	SS	= SANITARY SEWER
CMP	=	CORRUGATED METAL PIPE	N.T.S.	=	NOT TO SCALE	S.S.E.	= SANITARY SEWER EASEMENT
C.N.F.	=	COULD NOT FIND	ORB	=	OFFICIAL RECORDS BOOK	SF	= SQUARE FEET
CONC	=	CONCRETE	'	=	MINUTE OR FEET	T	= TANGENT OR TOWNSHIP
CP	=	CONCRETE POST	"	=	SECOND OR INCH	▲T.B.M.	= TEMPORARY BENCHMARK
CPP	=	CORRUGATED PLASTIC PIPE	(P)	=	PLAT	U.E.	= UTILITY EASEMENT
(D)	=	DEED	PAV	=	PAVEMENT	W	= WEST
D.E.	=	DRAINAGE EASEMENT	PB	=	PLAT BOOK	W/	= WITH
°	=	DEGREE	PCC	=	POINT OF COMPOUND CURVE	WF	= WOOD FENCE
Δ	=	DELTA	PC	=	POINT OF CURVATURE	W.L.E.	= WATER LINE EASEMENT
E	=	EAST	PG	=	PAGE		= MORE OR LESS
ELEV	=	ELEVATION	PLS	=	PROFESSIONAL LAND SURVEY		
ENC	=	ENCROACHMENT	PLSS	=	PUBLIC LAND SURVEY SYSTEM		= FOUND MONUMENT
EP	=	EDGE OF PAVEMENT	PI	=	POINT OF INTERSECTION		
			POB	=	POINT OF BEGINNING	(SAN)	= SANITARY MANHOLE(SAN.M.H.)
			POC	=	POINT OF COMMENCEMENT		
			POT	=	POINT OF TERMINATION	(STM)	= STORM MANHOLE(S.M.H.)
			PRC	=	POINT OF REVERSE CURVE		= WATER VALVE(WV)

(LP)	LIGHT POLE(LP)	(TP)	TRAFFIC SIGNAL POLE(TSP)
(WW)	WATER WELL(WW)	(CB)	COMMUNICATIONS BOX(CB)
(CO)	CLEAN OUT(CO)	(MB)	MAIL BOX(MB)
(PP)	POWER POLE(PP)	(FH)	FIRE HYDRANT(FH)
(UP)	UTILITY POLE(UP)	(SD)	SATELLITE DISH(SD)
SE	SPOT ELEVATION(SE)		LINES SURVEYED
GM	GAS METER(GM)		LINES NOT SURVEYED
EM	ELECTRIC METER(EM)		WOOD FENCE
WM	WATER METER(WM)		CHAIN-LINK
GI	GRATE INLET(GI)		IRON FENCE
WH	WATER HEATER(WH)		BUILDING LINE
EB	ELECTRIC BOX(EB)		EASEMENT LINE
ST	SEPTIC TANK(ST)		OVERHEAD POWER
WV	WATER VALVE(WV)		

ASPHALT	COVERED	WOOD DECK	BRICK
CONCRETE	GRAVEL		

GENERAL NOTES:

1. EXAMINATION OF THE ABSTRACT OF THE TITLE WILL HAVE TO BE MADE TO DETERMINE RECORD INSTRUMENTS IF ANY, AFFECTING THE PROPERTY.
2. LOCATION AND IDENTIFICATION OF UNDERGROUND ENCROACHMENTS OR UTILITIES ON AND/OR ADJACENT TO THE PROPERTY WERE NOT SECURED AS SUCH INFORMATION WAS NOT REQUESTED
3. NO SEARCH OF PUBLIC RECORDS HAS BEEN MADE (BY THIS OFFICE) FOR ACCURACY AND OR OMISSIONS.
4. THIS SURVEY IS PREPARED ONLY FOR THE LANDS AS DESCRIBED, IT IS **NOT** A CERTIFICATION OF TITLE, ZONING, EASEMENTS, OR FREEDOM FROM ENCUMBRANCES, "TITLE" ABSTRACT NOT REVIEWED.
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF ENTITIES NAMED HEREON AND THE CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTY.
7. DIMENSIONS, BEARINGS OR ANGLES INDICATED HEREIN ARE MEASURED AND ARE THE SAME AS PLAT VALUES UNLESS OTHERWISE INDICATED.
8. ALL RIGHTS OF WAYS SHOWN ARE PUBLIC UNLESS OTHERWISE NOTED
9. WE HAVE REVIEWED THE "FLOOD INSURANCE RATE MAP", COMMUNITY PANEL NO. 12049C0150D, EFFECTIVE DATE 11/6/2013, AS PUBLISHED BY FEDERAL EMERGENCY MANAGEMENT AGENCY, OUR REVIEW OF THIS MAP INDICATES THAT THIS PARCEL OF LAND LIES WITHIN ZONE (A UNSHADED), WHICH IS "AREAS OF MINIMAL FLOOD HAZARD"
10. UTILITY FACILITIES WITHIN UTILITY EASEMENTS NOT NOTED AS VIOLATIONS, DRIVEWAYS OR PORTIONS THEREOF WITHIN ROADWAYS NOT NOTED AS VIOLATIONS OR ENCROACHMENTS.
11. THE LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT
12. THIS DRAWING IS PROPERTY OF COBALT ENGINEERING & INSPECTIONS,LLC AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT
13. THE ELEVATION INFORMATION SHOWN HEREON (IF ANY) IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM, (N.A.V.D.), OF 1988 UNLESS OTHER WISE NOTED
14. BENCHMARK USED: PRM1
15. THE BEARINGS AND DISTANCES SHOWN ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/90 AS BASED ON THE STATE OF FLORIDA'S D.O.T. FLORIDA PERMANENT REFERENCE NETWORK (F.P.R.N.) A GPS/GNSS REFERENCE NETWORK.
16. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, THIS DRAWING SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
17. BUILDING SETBACKS ARE SHOWN ACCORDING TO LOCAL ORDINANCE, PLEASE VERIFY WITH JURISDICTIONAL ENTITY
18. ACCURACY OF HORIZONTAL CONTROL(FOR EXPECTED USE OF LAND AS DEFINED BY (SJ-17)) THE FIELD MEASUREMENTS VERIFIED BY CALCULATIONS OF A CLOSED GEOMETRIC FIGURE BASED UPON FIELD INFORMATION TAKEN IN THE FIELD BY TOTAL STATION AND OR GPS.

	COMMERCIAL/HIGH RISK	LINEAR: 1 FOOT IN 10,000 FEET
X	SUBURBAN	LINEAR: 1 FOOT IN 7,500 FEET
	RURAL	LINEAR: 1 FOOT IN 5,000 FEET

THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES M. POWERS, PSM ON THE DATE ADJACENT TO THE STAMP UNDER THE RULES AND PROVISIONS SET FORTH UNDER CHAPTER 5J-17 AND 472 FLORIDA ADMINISTRATIVE CODE.

James Powers

Digitally signed by M. Powers
Date: 2024.12.16 13:36:13 -06'00'

License Number LS7356
STATE OF FLORIDA
Professional Surveyor and Mapper

JAMES M. POWERS
PSM LS 7356
STATE OF FLORIDA

12/16/24
DATE

I HEREBY CERTIFY THAT THE ATTACHED "PERMIT SURVEY" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT THE SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027.

Dewberry
Dewberry Engineers Inc.
877 North County Hwy 393
Santa Rosa Beach, FL 32459
850.267.0759 Phone
850.557.0076 Fax
www.dewberry.com

4 BEDROOM / 2 BATH 2-STORY SLAB
REBUILD FLORIDA -
HURRICANE IAN HOUSING
REPAIR AND REPLACEMENT

522 WILL DUKE ROAD, WAUCHULA
HARDEE COUNTY, FLORIDA
FL-HI22-816793

Rebuild Florida

SEAL

SCALE

N.T.S.

No.	Description	Date

REVISIONS

DRAWN BY	BTW
APPROVED BY	BB
CHECKED BY	TN
DATE	DECEMBER 20, 2024

TITLE

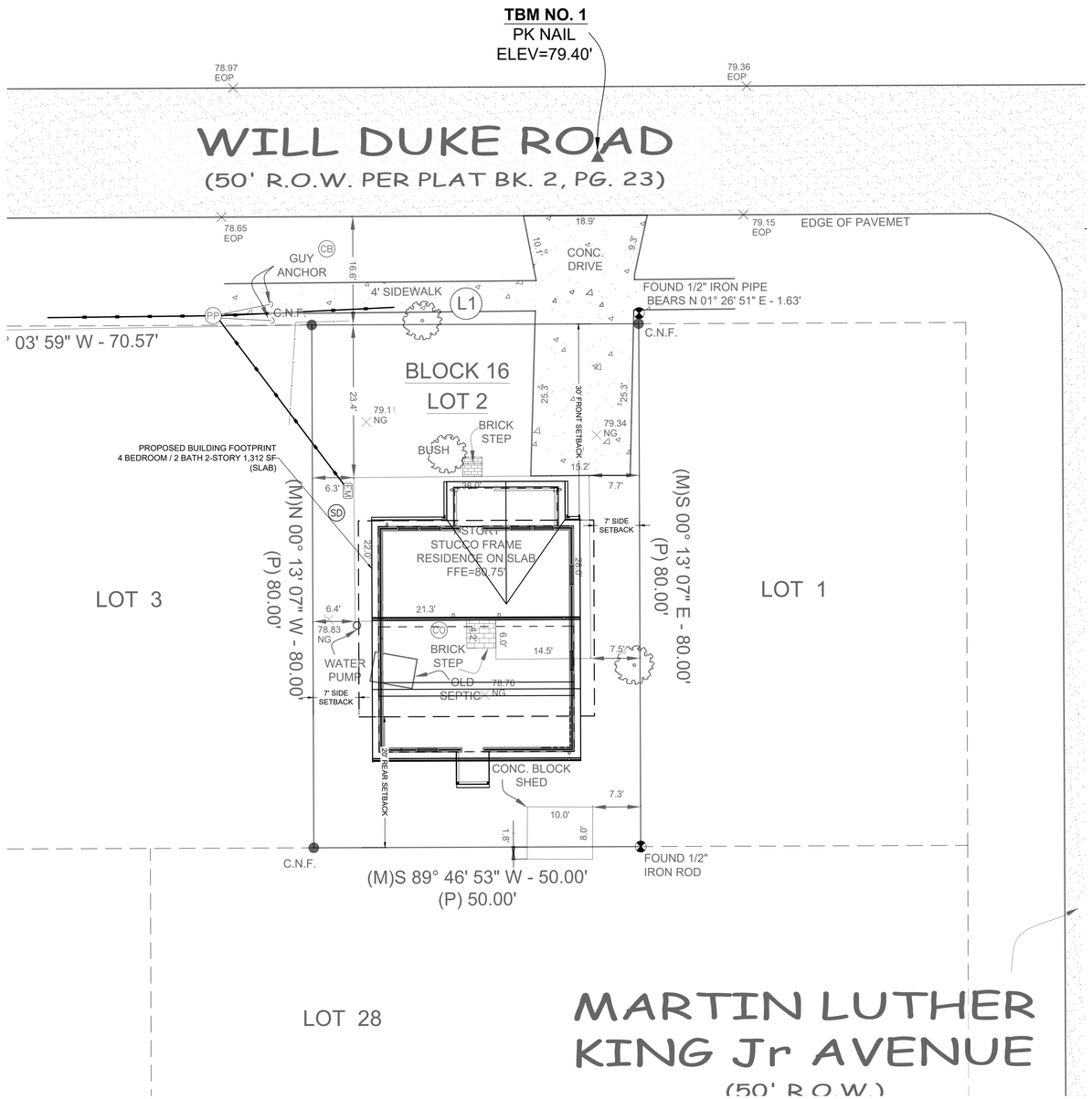
SURVEY

PROJECT NO. 50171913

C1.0

SHEET NO.

January 10, 2025 (10:38:07 EST)
\\DEWBERRY.DEWBERRYROOT.LOCAL\OFFICES\SANTAROSABEACH\PROJECTS\50171913_HURRICANE IAN RECOVERY\ARCHITECT & ENGINEERING (A&E)\FL-HI22-816793 (RECON)_CIVIL\3DFOLDER_PRODUCTION\FL-HI22-816793-C1.DWG C1.0(SURVEY) BY: BSEGOVIA



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522 WILL DUKE ROAD, WAUCHULA
HARDEE COUNTY, FLORIDA
FL-HI22-816793

SEAL

SCALE

0' 5' 10' 20'
SCALE: 1" = 10'

No.	Description	Date

REVISIONS

DRAWN BY	BTW
APPROVED BY	BB
CHECKED BY	TN
DATE	DECEMBER 20, 2024

TITLE

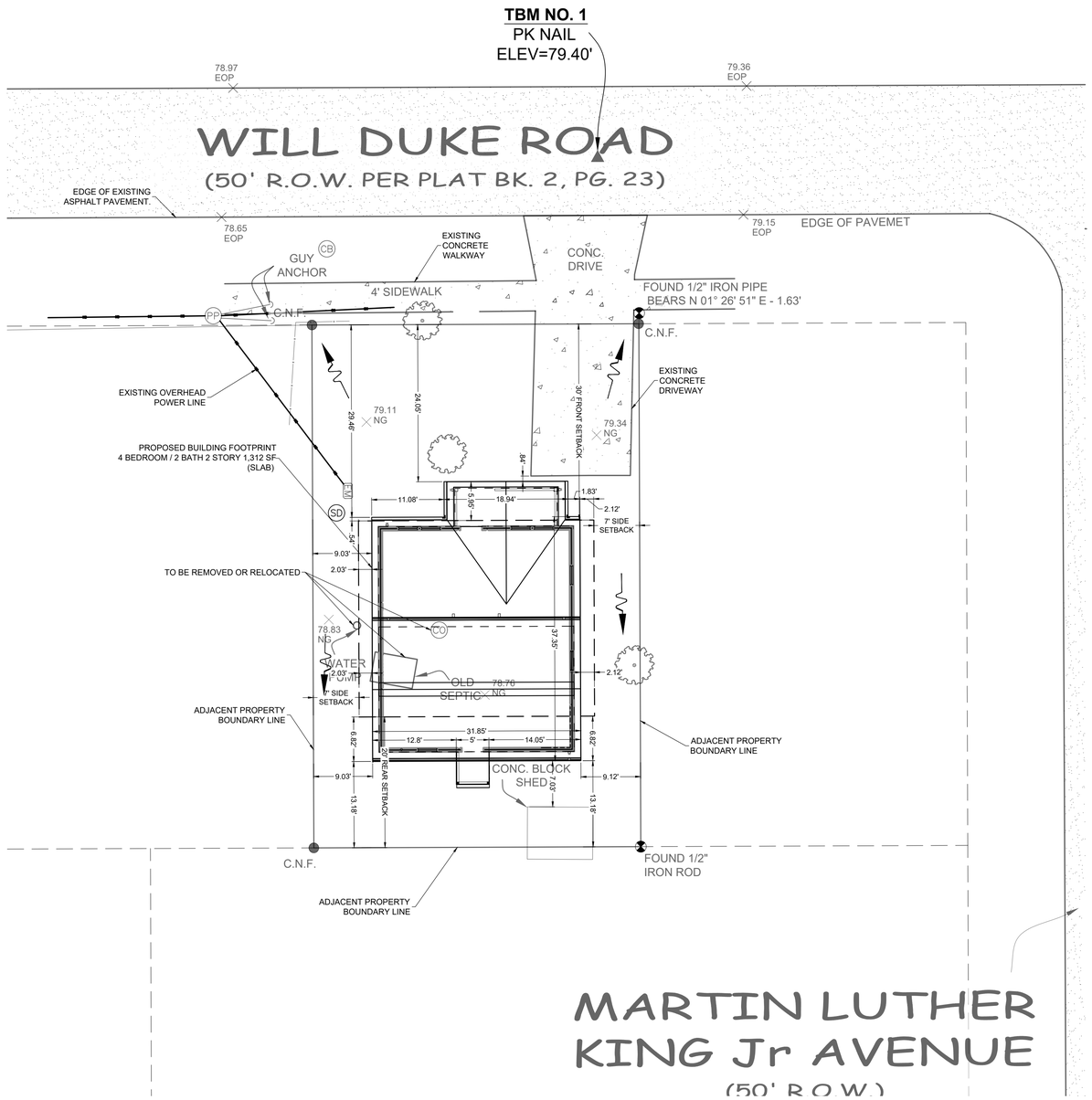
PROPOSED
SITE OVERLAY

PROJECT NO. 50171913

C2.0

SHEET NO.

January 10, 2025 (10:38:07 EST)
\\DEWBERRY.DEV\BERRYROOT.LOCAL\OFFICES\SANTAROSABEACH\PROJECTS\50171913_HURRICANE IAN RECOVERY\ARCHITECT & ENGINEERING (A&E)\FL-HI22-816793 (RECON)_CIVIL\3DFOLDER_PRODUCTION\FL-HI22-816793-C1.DWG C2.0(OVERLAY) BY: BSEGOVIA



LEGEND

- DENOTES CONCRETE
- DENOTES WATER FLOW
- DENOTES BUILDING SETBACK

N
W E
S

LEGAL DESCRIPTION (BY SURVEYOR):
LOT 2, BLOCK 16, OF THE MAGNOLIA MANOR, IN HARDEE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 23, OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA.

PARCEL ID 153425083000016002

SITE DATA TABLE

522 Will Duke Road Wauchula, FL 33873	
DESCRIPTION	AREA
FLOOD ZONE	ZONE-X, TILE# 12049C0193D eff. 11/6/2013
PROJECT SITE	0.09 AC
BUILDING FOOTPRINT AREA	4BD/2BA 2-STORY (SLAB)
Zoning / Land Use	
DESCRIPTION	ZONING
PROJECT SITE	R-3
NORTH OF PROJECT SITE	R-3
SOUTH OF PROJECT SITE	R-3
EAST OF PROJECT SITE	R-3
WEST OF PROJECT SITE	R-3
REQUIRED SETBACKS	
DESCRIPTION	BUILDING
STREET FRONTAGE	30 FT
REAR LOT	20 FT
SIDE LOT	7 FT
SIDE LOT	7 FT

NOTES

1. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 12 INCHES ABOVE THE ROAD CENTERLINE OR 8 INCHES ABOVE THE HIGHEST ADJACENT GRADE. CONTRACTOR SHALL VERIFY MUNICIPALITY REQUIREMENTS.
2. BUILDING TO BE LOCATED IN THE SAME GENERAL FOOTPRINT OF THE DEMOLISHED BUILDING. ANY RELOCATION DUE TO CONFLICTS MUST BE APPROVED BY THE CONSTRUCTION MANAGER.
3. ZONING AND SETBACK REQUIREMENTS REGULATED BY HARDEE COUNTY LAND DEVELOPMENT CODE (SEE SITE DATA TABLE).

IMPERVIOUS SURFACE RATIO

DESCRIPTION	SF	AC
EXISTING IMPERVIOUS AREA	480.0	0.01
IMPERVIOUS PROPOSED HOUSE PLAN	1318.0	0.03
TOTAL IMPERVIOUS AREA	1798.0	0.04
PARCEL AREA	22699.9	0.09
IMPERVIOUS SURFACE RATIO	0.1	0.46
IMPERVIOUS SURFACE RATIO %	7.9	45.86

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Rebuild Florida

SEAL

SCALE

0' 5' 10' 20'
SCALE: 1" = 10'

No.	Description	Date

REVISIONS

DRAWN BY	BTW
APPROVED BY	BB
CHECKED BY	TN
DATE	DECEMBER 20, 2024

TITLE

PROPOSED
SITE AND
DRAINAGE
PLAN

PROJECT NO. 50171913

C2.1

SHEET NO.

January 10, 2025 10:38:07 EST)
\\DEWBERRY DEWBERRY\ROOT\LOCAL\OFFICES\SANTAROSABEACH\PROJECTS\50171913_HURRICANE IAN RECOVERY\ARCHITECT & ENGINEERING (A&E)\FL-HI22-816793 (RECON)_CIVIL\3DFOLDER_PRODUCTION\FL-HI22-816793-C1.DWG C2.1 (PROPOSED) BY: BSEGOVIA

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director -** True Haven Minor Subdivision
SUGGESTED ACTION:	- Motion to approve the True Haven minor subdivision and authorizing the County Manger or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
True Haven Minor Subdivision Agenda Packet.pdf

Hardee County
FLORIDA

LEGAL REVIEW REQUEST FORM

TO:	Lisa Perez Butler - ebutler@bmolaw.com Sarah Johnston - sjohnston@bmolaw.com
CC:	Brandy Crawford – brandy.crawford@hardeecountyfl.gov Todd Miller- todd.miller@harde Jorden Eisenstein- jorden.eise
REQUESTING PARTY:	Todd Miller
DATE SUBMITTED FOR REVIEW:	4/11/25
REVIEW COMPLETION DATE: **allow minimum 2 weeks for standard review* ***include workshop & meeting date if item is going before a board*	4/25/25 Tentatively 5/01/2025 Workshop; 5/17/2025 Public Hearing

NECESSARY DOCUMENTATION FOR EACH REQUEST:

PURCHASES	***Piggyback/Cooperative purchases*** - complete copy of solicitation used by other jurisdiction, executed agreement and any amendments with other jurisdiction or cooperative agency and proposed agreement and scope/proposal for Hardee. ***RFP/ITB/RFQ award*** – complete copy of solicitation, vendors response and draft agreement. ***Bid Waiver*** – cover memo explaining justification (in accordance w/procurement policy), any supportive documents needed to justify bid waiver, vendor scope/proposal, draft agreement. ***Award based on quotes/estimates*** – copies of quotes/estimates, vendor scope/proposal, draft agreement. Include word versions of any draft agreements.
SOLICITATION	Word versions of a draft of ITB/RFQ/RFP solicitation documents, draft scope, revised review and evaluation criteria, indication of performance/payment bond, any bid bond, performance, payment bond waiver needs a brief justification.
GRANTS	Complete copies of grant application and agreement include relevant deadlines. If previously approved by BOCC indicate date and include copy of meeting agenda item w/supporting documents presented to BOCC. Include word versions when possible.
ORDINANCES	Word Version of draft language, include word version of code provision intending to be amended, include additional information that may be relevant.
LEGAL OPINION	Copies of any relevant documents such as county code, state statute, agreement, etc. Include any correspondence if the request is the result of a third-party request. Include a summary of the reason for the request and any possible related matters/implications (if preferred, submit as complete a request as possible and request meeting to discuss).
MISCELLANEOUS	Include as much background information/documents as possible with a summary of the request.

Hardee County
FLORIDA

REQUEST:

PURCHASES	
Goods/Services:	
Amount: *Indicate total amount, per year, etc.*	
Funding Source:	
Procurement Method Used:	
Contract: *Indicate purchase order, county agreement, etc.*	
GRANT	
Grant Agreement	
Amount:	
Confirmation grant req.'s **include name of responsible party*	
SOLICITATION	
Goods/Services:	
Amount:	
Funding Source:	
Procurement Method: *ITB, RFQ, RFP, Other	
Contract: **Indicate anticipated contract term*	
ORDINANCE	
Amending existing ordinance or a new ordinance?	
Reason for code change:	
Conflict confirmation: *review existing ordinances for conflicts, include other departments if necessary.*	
Include any resolutions that will be affected.	
Business Impact Statement	
LEGAL OPINION	
Summary of issue:	
MISCELLANEOUS	
Request:	Minor Subdivision

Addtn'l Info:

Attached is the BOCC Minor Subdivision Agenda Packet for Minor Subdivision- True Haven Subdivision

AGENDA REQUEST FORM

Complete **ONE** form, per item request.

Department/Agency Hardee County Community Development Department

Contact Person Todd Miller/Jorden Eisenstein Phone (863) 767 1964

Email todd.miller@hardeecounty.net Fax n/a

I request the following item be placed on the 05/15/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Minor Subdivision - True Haven Minor Subdivision

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman to sign Certificate of Compliance.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Hardee County
FLORIDA

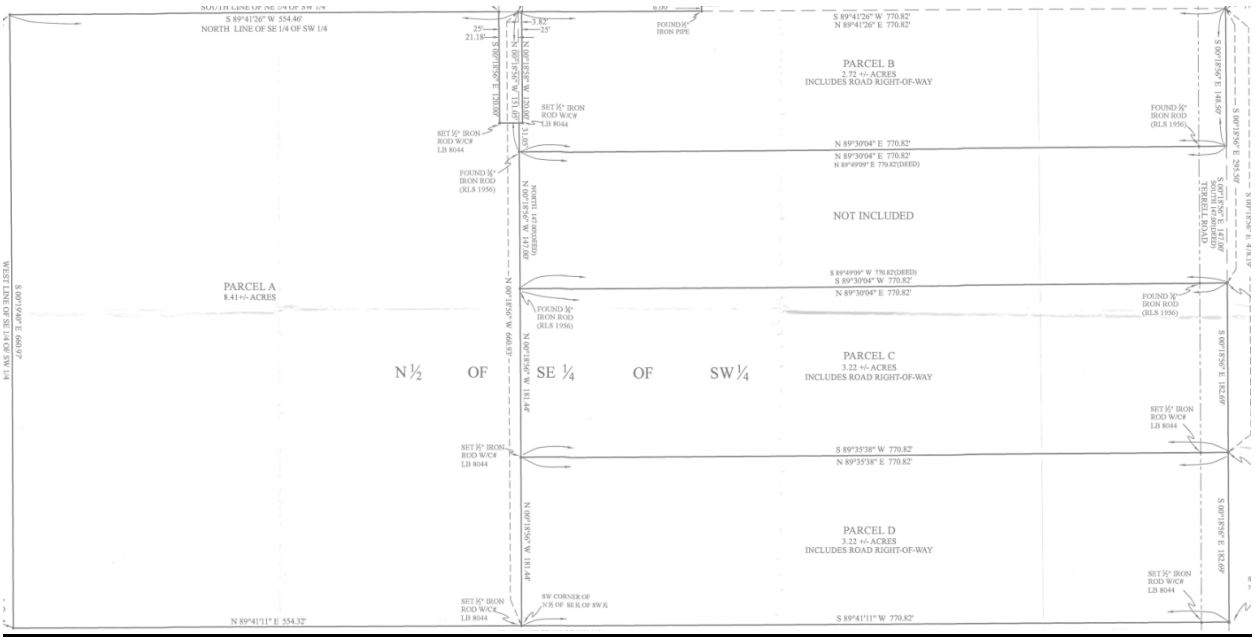
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Request:	Request for a Minor Subdivision to subdivide three (3) new parcels out of an existing 17.5 +/- acre parcel zoned F-R (Farm Residential) in the Town Center Future Land Use Category.
Property Owner/Applicant:	Doua Thao & Kia Yang 4515 N Prairie Knoll Circle, Portage, WI 53901
Location:	Terrell Road, Hardee County Located on the West side of Terrell Rd, South of Polk and Allen Roads.
Parcel Identification:	32 33 25 0000 04170 0000
Site Size:	**17.5** +/-acres
Existing Zoning/Land Use:	**F-R** zoning/**Town Center** FLU
Surrounding Zoning/Land Use:	All adjacent properties: F-R zoning/Town Center FLU



STAFF ANALYSIS

A minor subdivision of land may be approved by the Board of County Commissioners without the requirement to plat pursuant to these regulations where all of the following conditions are satisfied:

(1) The property is located within one of the following zoning districts:

a. FR-1
b. FR-2
c. FR-2.5; or
d. A-1

Staff Response: The parcel is located in the F-R zoning district.

(2) The subject property has not previously been processed through this minor subdivision procedure;

Staff Responses: Parent parcel has never been through this minor subdivision process prior to the proposal.

(3) If located in the FR-1, FR-2, or FR-2.5 zoning districts, the approval does not result in the creation of more than five lots/parcels—defined as four new lots or parcels and a remaining lot/parcel.

Staff Response: The proposal will only create 3 new lots/parcels and 1 remainder lot/parcel.

(4) The approval does not result in the creation of more than ten lots/parcels—defined as nine new lots or parcels and a remaining lot/parcel.

Staff Response: N/A

(5) The approval does not create a lot/parcel, or lots/parcels, that do not meet applicable zoning district standards for width, depth, and area.

Staff Response:

	Required	Property
LOT/PARCEL SIZE	1.0 +/- acres	8.41 +/- acres (A) 2.72 +/- acres (B) 3.22 +/- acres (C & D)
SETBACKS	*Front: 30 ft* *Rear: 25 ft* *Sides: 10 ft*	***TBD***
HEIGHT	*35 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	100 ft	120.0 ft (A) 148.5 ft (B) 182.69 ft (C & D)

(6) Each lot/parcel has the minimum required frontage as set forth in the zoning district in which the lot/parcel lies on a maintained public road as adopted for maintenance by the Board of County Commissioners, and as identified by the County Road and Bridge Department, and no new streets, either public or private, are needed to serve either property. Minimum frontage shall be owned in fee-simple.

Staff Response: Access to all lots/parcels will be provided via Terrell and Allen Roads, each with over 100 ft of road frontage

(7) No extension of a public water or sewer system is needed.

Staff Response: Potable water will be provided via private well; and wastewater will be provided via a Florida Health Department approved septic system.

(8) The creation of a parcel wholly within the 100-year flood zone is prohibited.

Staff Response: None of the parcels/lots will be wholly within the 100-year flood zone. Best available information shows some wetlands that follows along Hoa Branch, which flows from the east to west ends of the parcel. (see attached)

(9) No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

Staff Response: No vacation or elimination of streets, setbacks, access control, or easements are required or proposed. However, plans to extend Allen Road have been implemented between the property owners and Hardee County Public Works department.

(10) Such action, either individually or cumulatively, will not result in significant increases in service requirements, interfere with maintenance of existing levels of service, or create specific service deficiencies, such as drainage, roadway maintenance, or other deficiencies.

Staff Response: The proposal will not interfere (individually or cumulatively) with existing levels of service nor create service deficiencies for:

- *Traffic Management: Trip generation of an additional 27 +/- ADT will not adversely impact Allen or Terrell Roads, which are Local Roads operating at LOS A.*
- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: SWFWMD permits and enforces all stormwater drainage requirements.*

(11) If a drainage facility is needed an easement if favor of the party responsible for maintenance must be recorded in the public records of Hardee County prior to the transfer of ownership of the lots/parcels created through minor subdivision. A maintenance agreement imposing responsibility for maintenance of drainage facility shall be required.

Staff Response: N/A

(12) If the property is located on an access management roadway corridor, the site development plan must demonstrate compliance with the applicable access management standards.

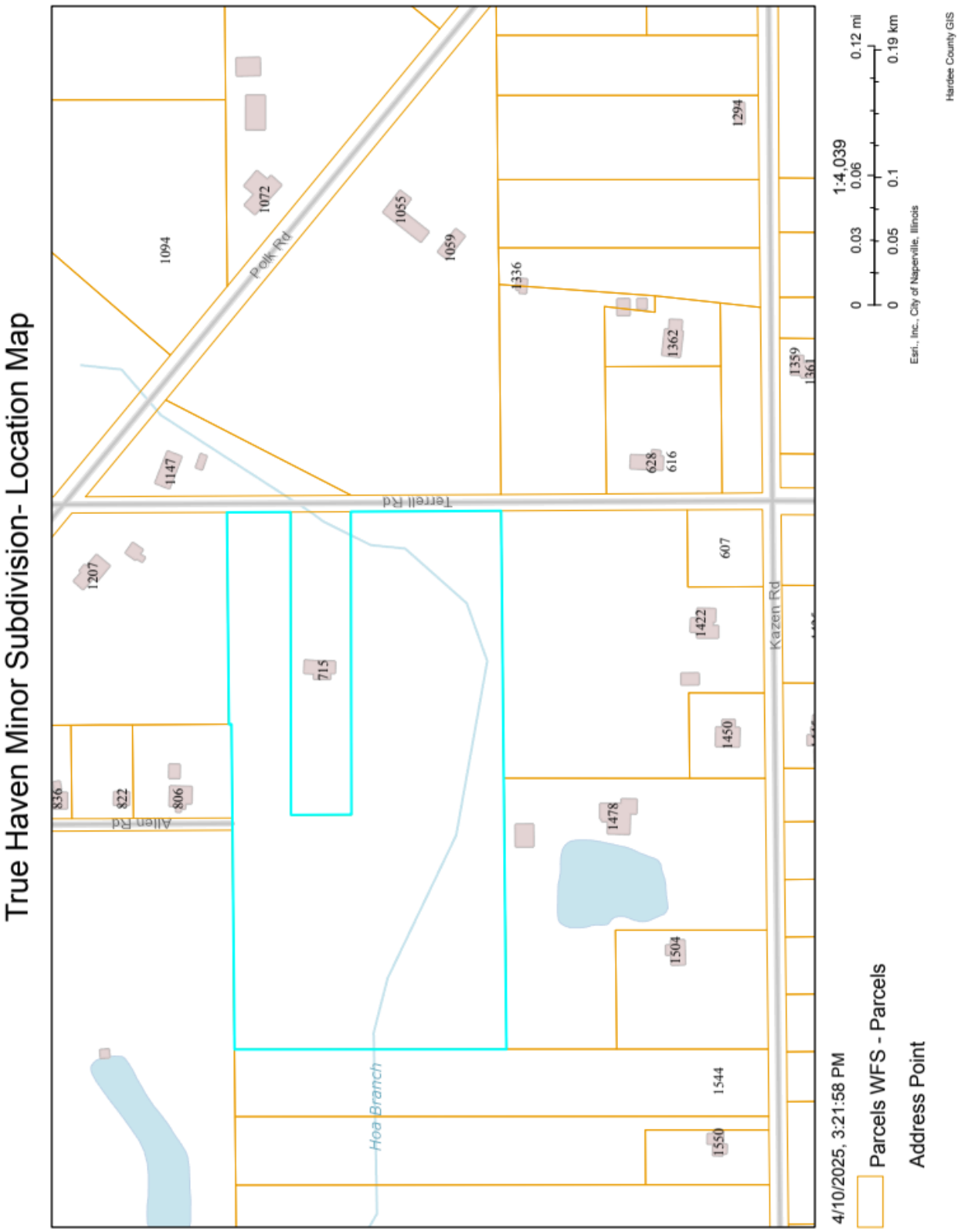
Staff Response: Access drives to a county-maintained right-of-way require a driveway permit at the time of development. Allen and Terrell Roads are not access management corridors.

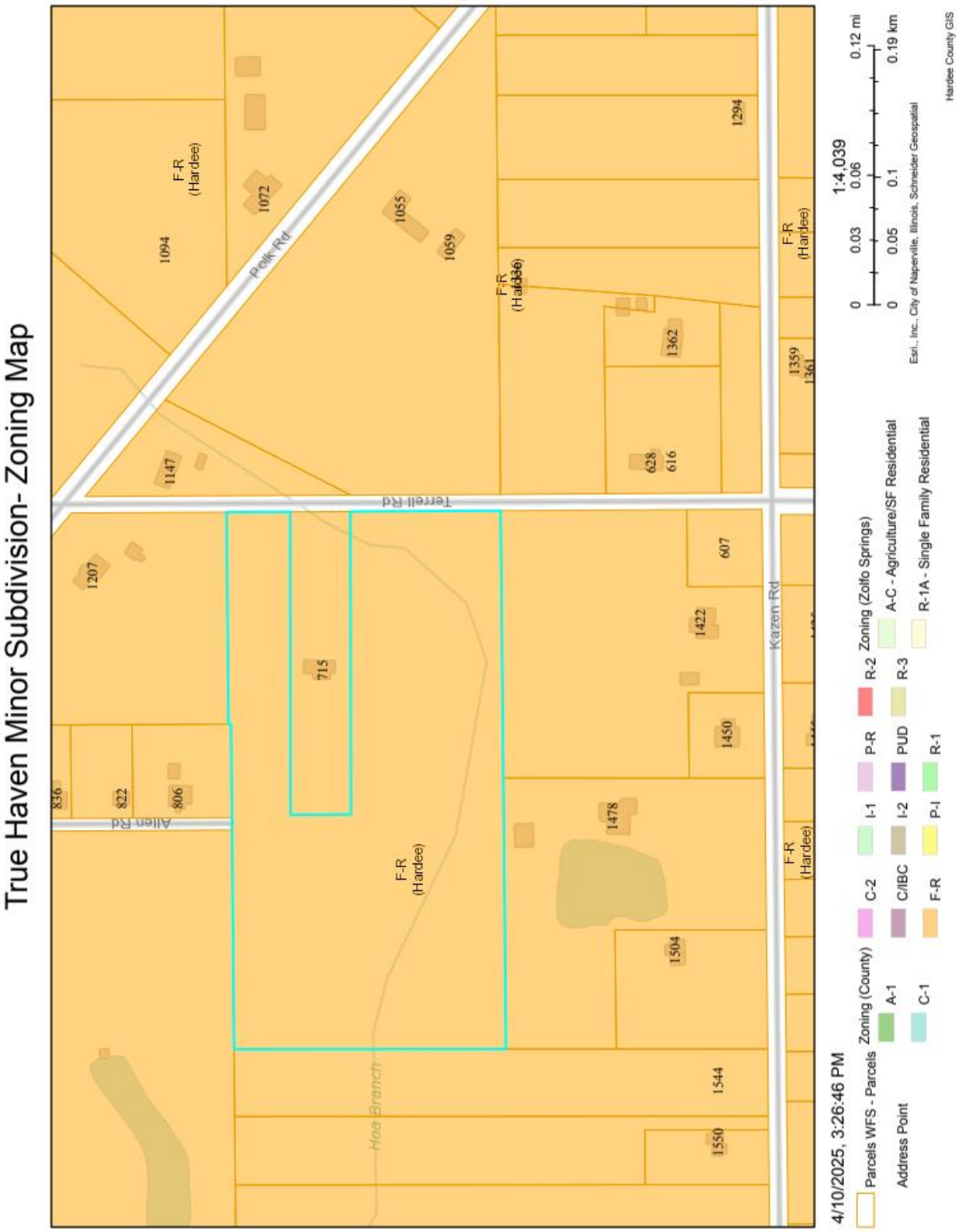
CONCLUSION

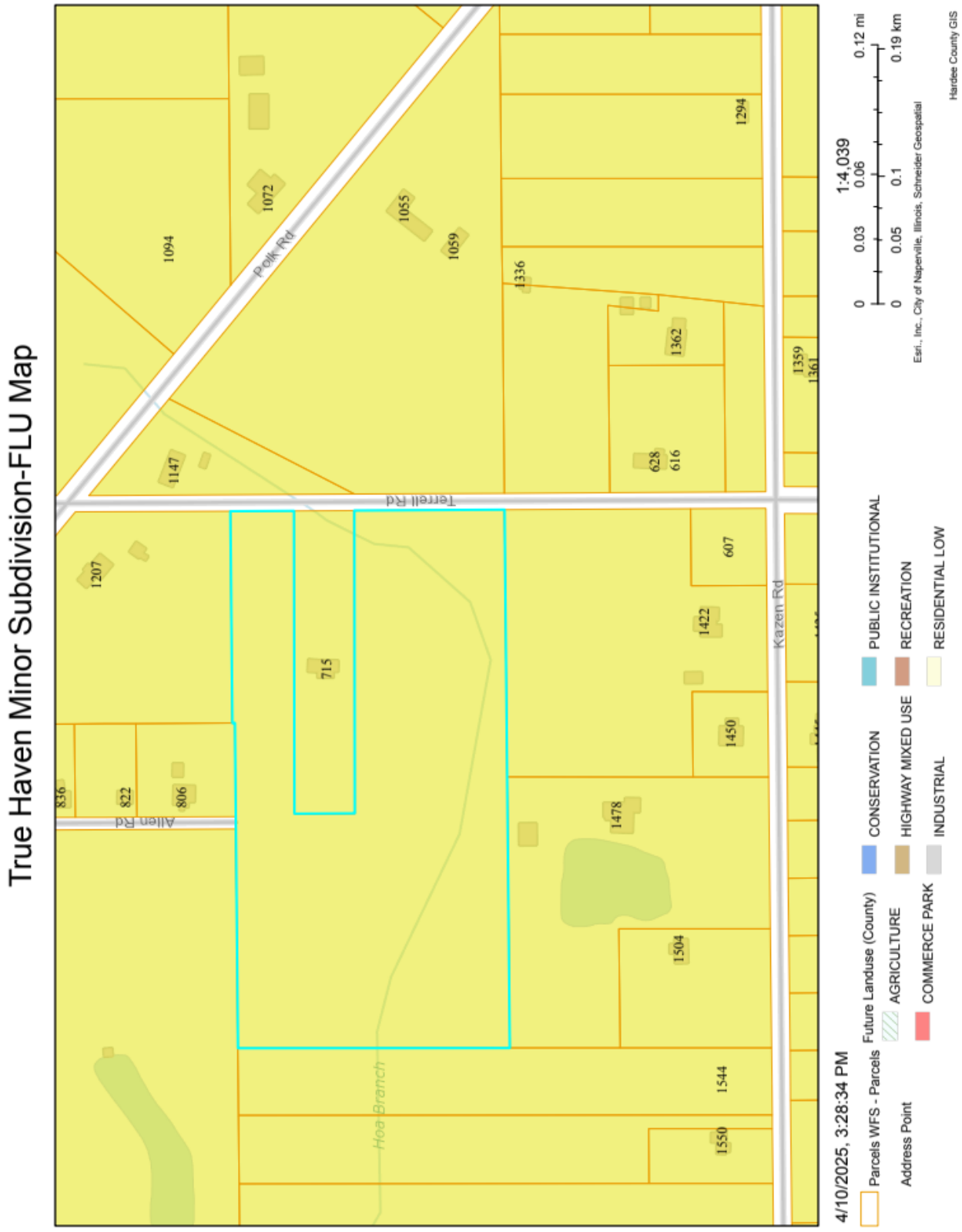
Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

Therefore, the Community Development staff **RECOMMENDS APPROVAL** of the subject Minor Subdivision application to the Board of County Commissioners.

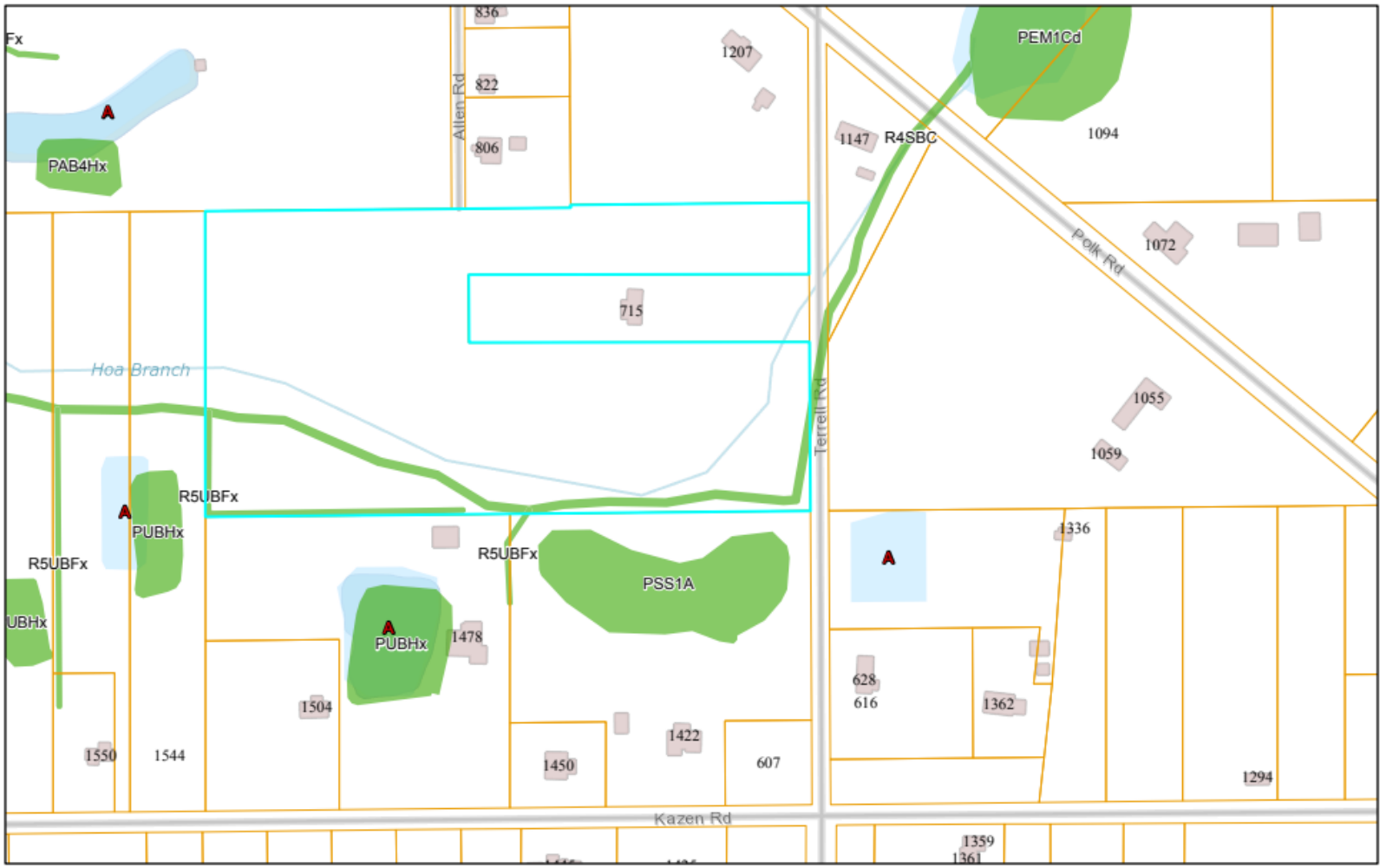
Attachments:
Location Map
Zoning Map
FLU Map
Flood and Wetlands Map
Aerial Map

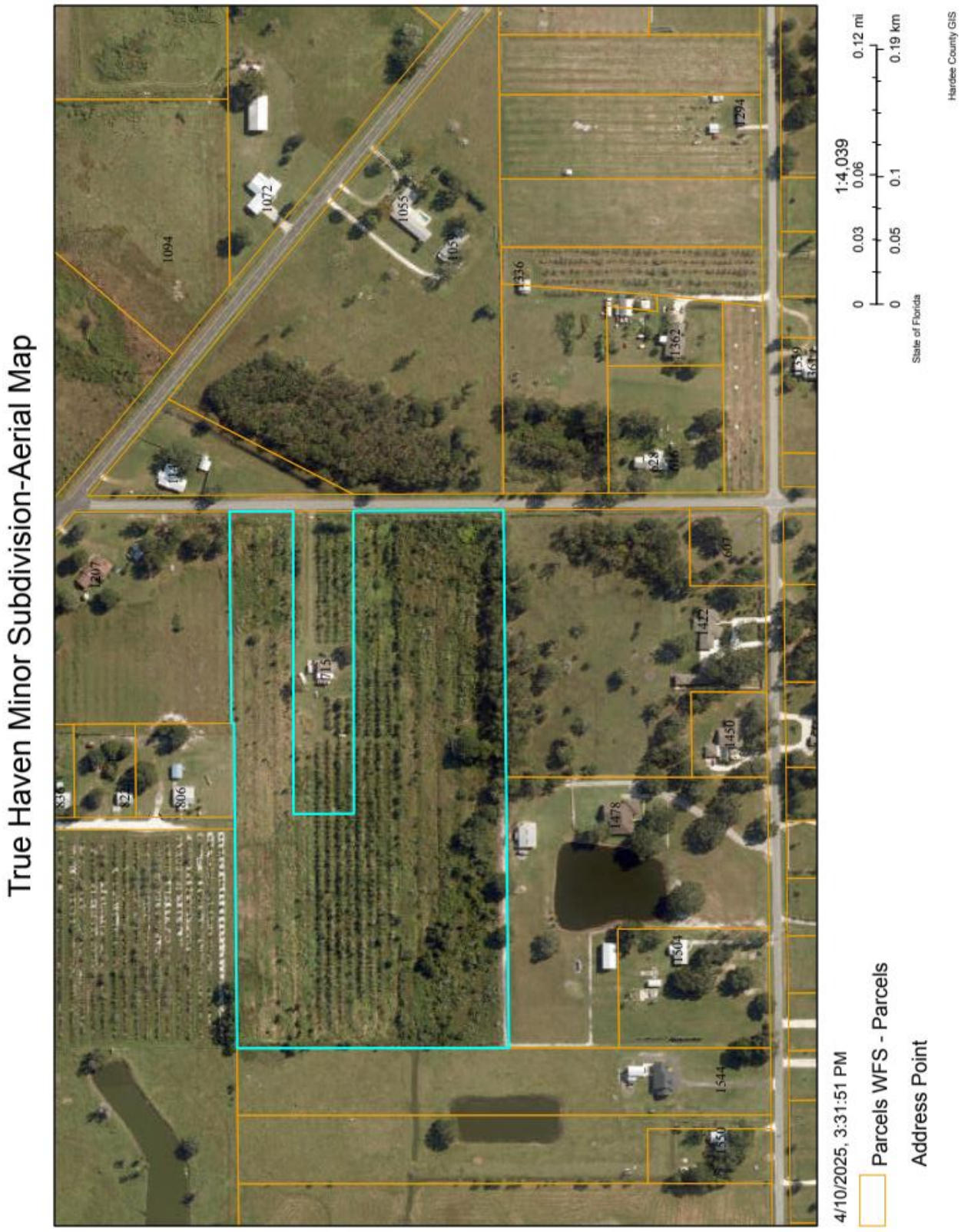

True Haven Minor Subdivision- Location Map
Polk Rd
Terrell Rd
Kazen Rd
Allen Rd
Hoa Branch
1094
1072
1055
1059
1294
1336
1362
1359
1361
1147
628
616
607
1422
1450
1478
1504
1544
1550
715
1207
836
822
806
1:4,039
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.19 km
Esri, Inc., City of Napenville, Illinois
Hardee County GIS
4/10/2025, 3:21:58 PM
Parcels WFS - Parcels
Address Point


True Haven Minor Subdivision- Zoning Map
Polk Rd
Terrell Rd
Kazen Rd
Allen Rd
Hoa Branch
F-R (Hardee)
1:4,039
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.19 km
Esri, Inc., City of Napenville, Illinois, Schneider Geospatial
Hardee County GIS
4/10/2025, 3:26:46 PM
Parcels WFS - Parcels
Address Point
Zoning (County)
A-1
C-1
C-2
C/IBC
F-R
I-1
I-2
P-I
P-R
PUD
R-1
R-2
R-3
Zoning (Zolfo Springs)
A-C - Agriculture/SF Residential
R-1A - Single Family Residential


True Haven Minor Subdivision-FLU Map
Polk Rd
Terrell Rd
Kazen Rd
Allen Rd
Hoa Branch
1094
1072
1055
1059
1294
1336
1362
1359
1361
1147
628
616
1207
607
715
1422
1450
836
822
806
1478
1504
1544
1550
1:4,039
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.19 km
Esri, Inc., City of Naperville, Illinois, Schneider Geospatial
Hardee County GIS
4/10/2025, 3:28:34 PM
Parcels WFS - Parcels
Address Point
Future Landuse (County)
AGRICULTURE
COMMERCE PARK
CONSERVATION
HIGHWAY MIXED USE
INDUSTRIAL
PUBLIC INSTITUTIONAL
RECREATION
RESIDENTIAL LOW

True Haven Minor Subdivision-Flood and Wetlands Map




True Haven Minor Subdivision-Aerial Map
1:4,039
0 0.03 0.06 0.12 mi
0 0.05 0.1 0.19 km
State of Florida
Hardee County GIS
4/10/2025, 3:31:51 PM
Parcels WFS - Parcels
Address Point

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Doua Thao and Kia Yang
4515 N Prairie Knoll Cir.
Portage, WI 53901

NAME OF SUBDIVIDING ***True Haven Subdivision***

DATE OF HEARING May 15, 2025,

YOU ARE HEREBY NOTIFIED AND THE UNDERSIGNED HEREBY CERTIFIES that based on and after due consideration of your application to subdivide property and upon public hearing by the Board of County Commissioners your request to subdivide parcel no. 32 33 25 0000 04170 0000 being 17.5 +/- acres in size to be eligible for development is hereby approved in accordance with the Hardee County Unified Land Development Code under the minor subdivision process.

The minor subdivision entitled ***True Haven Subdivision*** being prepared by William R. Waters, Professional Surveyor and Mapper # 6795 is dated December 5, 2024. All lands are situated in the F-R (Farm Residential) Zoning District and the Town Center Future Land Use Category.

Parcel I.D. No. 32 33 25 0000 04170 0000

LEGAL DESCRIPTION
Parcel A—8.41 +/-acres See attached.

LEGAL DESCRIPTION
Parcel B—2.72 +/-acres See attached.

LEGAL DESCRIPTION
Parcel C—3.22 +/-acres See attached.

LEGAL DESCRIPTION
Parcel D—3.22 +/-acres See attached.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION—True Haven Subdivision—05-2025

DESCRIPTION PARCEL A:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:
Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 89°41'26" W along the North line of said Southeast ¼ of the Southwest ¼ a distance of 770.82 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 554.46 feet to the Northwest corner of said Southeast ¼ of Southwest ¼; Thence S 00°19'40" E along the West line of said Southeast ¼ of Southwest ¼ a distance of 660.97 feet to the Southwest corner of said North ½ of Southeast ¼ of Southwest ¼; Thence N 89°41'11" E along the South line of said North ½ of Southeast ¼ of Southwest ¼ a distance of 554.32 feet; Thence N 00°18'56" W a distance of 660.93 feet to the POINT OF BEGINNING.

LESS AND EXCEPT
The East 21.18 feet of the North 120.00 feet thereof for Allen Road.

DESCRIPTION PARCEL B:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Begin at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 148.50 feet; Thence N 89°30'04" E a distance of 770.82 feet; Thence N 00°18'56" W a distance of 151.05 feet to the North line of said Southeast ¼ of Southwest ¼; Thence N 89°41'26" E along said North line a distance of 770.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT

The West 3.82 feet of the North 120.00 feet thereof for Allen Road.

AND ALSO

A portion of the Northeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida described as follows:
The Southerly 6.00 feet of the East 571.28 feet of the Northeast ¼ of the Southwest ¼ of said Section

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

DESCRIPTION PARCEL C:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 295.50 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 182.69 feet; Thence S 89°35'38" W a distance of 770.82 feet; Thence N 00°18'56" W a distance of 181.44 feet; Thence N 89°30'04" E a distance of 770.82 feet to the POINT OF BEGINNING.

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

DESCRIPTION PARCEL D:
A portion of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southwest ¼ of said Section 32; Thence S 00°18'56" E along the East line of said Southeast ¼ of Southwest ¼ a distance of 478.19 feet for the POINT OF BEGINNING; Thence continue the same line a distance of 182.69 feet to the Southeast corner of said North ½ of Southeast ¼ of Southwest ¼ ; Thence S 89°41'11" W along the South line of said North ½ of Southeast ¼ of Southwest ¼ a distance of 770.82 feet; Thence N 00°18'56" W a distance of 181.44 feet; Thence N 89°35'38" E a distance of 770.82 feet to the POINT OF BEGINNING.

Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

HARDEE COUNTY

True Haven – Minor Subdivision

PRESENTED BY: TODD MILLER– COMMUNITY DEVELOPMENT DIRECTOR

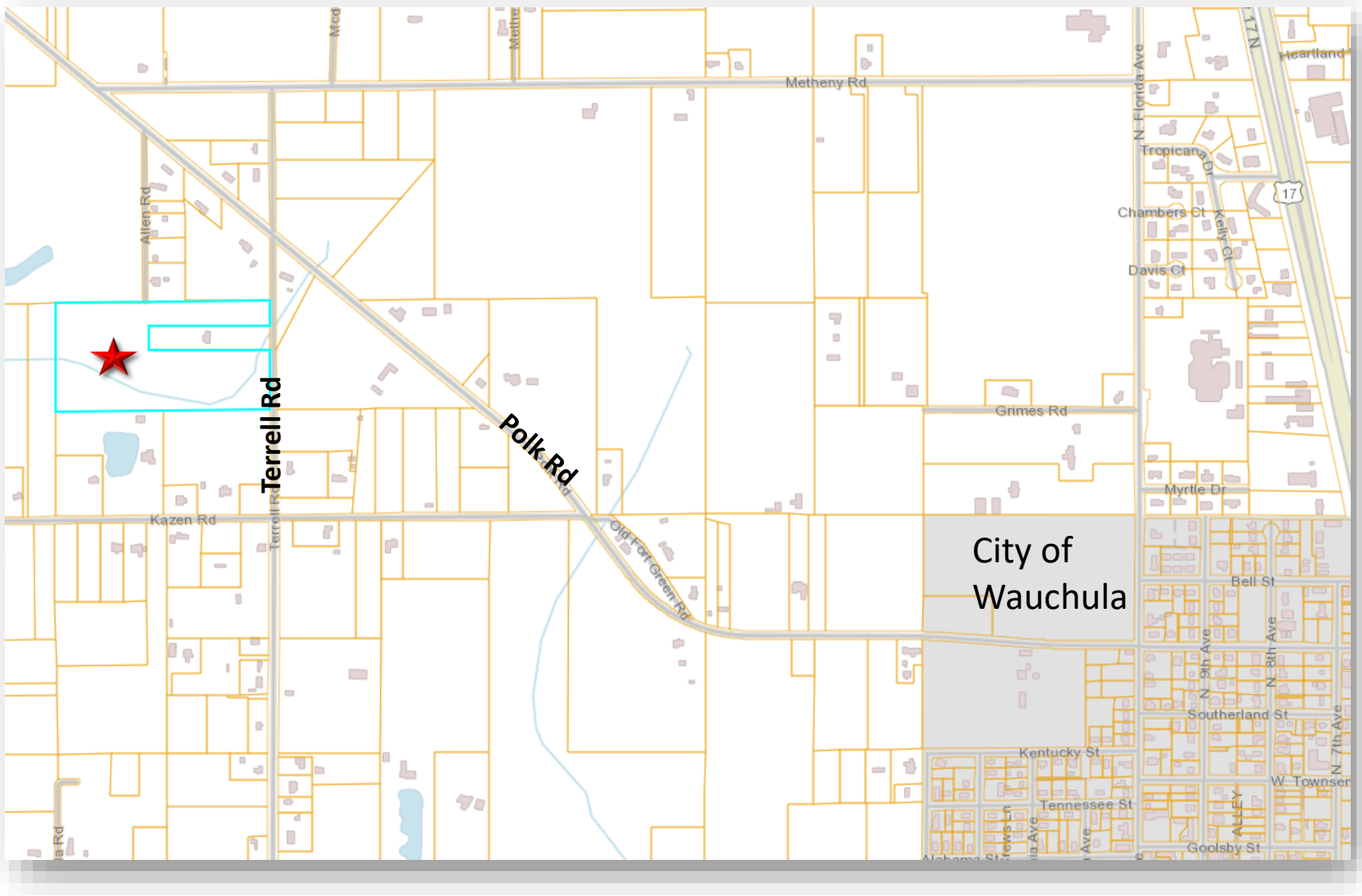
Application

Property Owner:

Doua Thao & Kia Yang

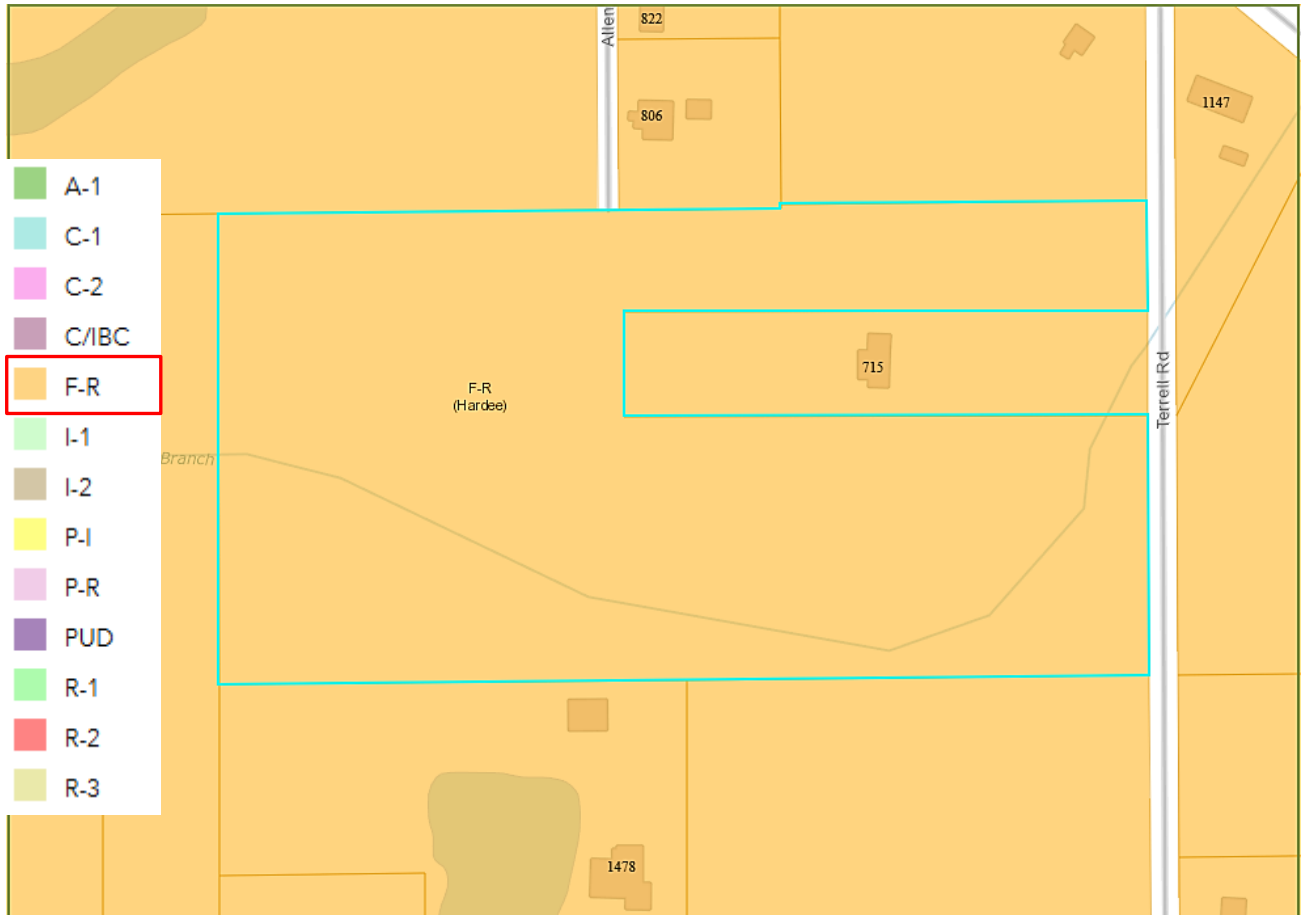
A request to subdivide the parent parcel into three (3) new lots with one remainder.

- Current Use: Vacant Land
- Proposed Use: Residential
- Location: W side on Terrell Rd, S of Polk Rd in the F-R zoning district, Town Center Future Land Use category. (E and W sides of the Allen Rd Extension)
- Size: 17.5 +/- acres



Requirements

	Required	Proposed
LOT/PARCEL SIZE	1.0 +/- acres	8.41 +/- acres (Parcel A) 2.72 +/- acres (Parcel B) 3.22 +/- acres (Parcels C & D)
SETBACKS	Front: 30 ft Rear: 25 ft Sides: 10 ft	TBD
HEIGHT	25 ft	TBD
LOT COVERAGE	N/A	N/A
LOT WIDTH	100 ft	120.0 ft (Parcel A; per Allen Rd Ext.) 148.5 ft (Parcel B) 182.69 ft (Parcel C & D)



Allen Rd Extension (120ft)



Subdivision Layout

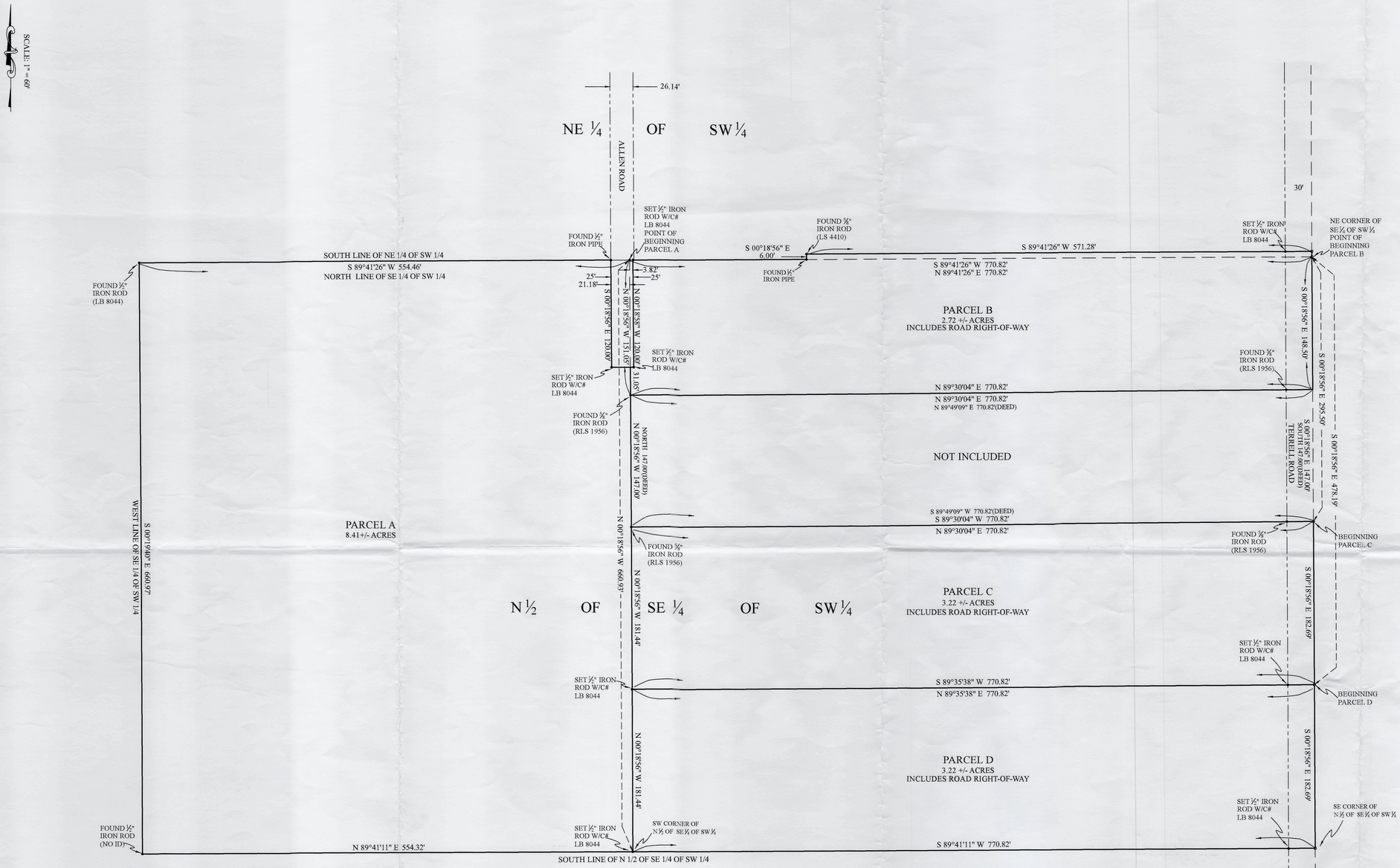
Conclusion.

Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

Therefore, Community Development staff recommend **APPROVAL** to the BOCC.

TRUE HAVEN

LOCATED IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 25 EAST
HARDEE COUNTY, FLORIDA



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Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

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Subject to the East 30.00 feet thereof for County Road Right of Way (Terrell Road).

RECEIVED
FEB 25 2025
By: je

CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

COUNTY OF HARDEE S.S. KNOW ALL MEN BY THESE PRESENTS THAT
THE OWNER(S) OF PROPERTY HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED AND CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON, HEREBY DEDICATED SAID LANDS FOR THE USES AND PURPOSES HEREON EXPRESSED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
THIS 25 DAY OF March 2024 A.D.

WITNESS OWNER

WITNESS OWNER

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

COUNTY OF HARDEE S.S.
THIS MAP, APPROVED
THIS ___ DAY OF _____, 2024 A.D.
IN OPEN MEETING BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA.

_____
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

COUNTY OF HARDEE S.S.
I, THE SURVEYOR WHO MADE THIS PLAN, DO HEREBY CERTIFY THAT THE SAME IS A CORRECT REPRESENTATION OF THE LAND BEING SUBDIVIDED AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR BY THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF MAPS.

WITNESS MY HAND AND SEAL THIS 5 TH DAY OF DECEMBER, 2024 A.D.

WILLIAM R. WATERS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #LS 6795

4142 CREWSVILLE ROAD
ZOLFO SPRINGS, FL 33890
863-781-2092

APPROVAL

3-19-25
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 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 -** US Highway 17 & State Road 62 Traffic Signal Maintenance and Compensation Master Agreement

SUGGESTED ACTION:

- Motion to approve amendment 10 to the Traffic Signal Maintenance and Compensation Agreement (TSMCA) between the County and State of Florida, Department of Transportation; 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:

Agenda Memo.pdf
TSMCA Agreement.pdf
TSMCA Amendment 8.pdf
TSMCA Amendment 10.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 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Traffic Signal Maintenance and Compensation Agreement (TSMCA) Exhibit A Amendment FY 2025-2026

Date: May 15, 2025

On May 28, 2015, the Florida Department of Transportation (FDOT/Department) entered into an agreement with Hardee County designated as the "Maintaining Agency" as authorized under Section 335.055, Florida Statutes.

The Maintaining Agency is responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems, control devices (i.e., intersection control beacons, Pedestrian Hybrid Beacons, Rectangular Rapid Flashing Beacons, etc.) and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device in the state right of way within the unincorporated areas of Hardee County.

The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A of the 2015 TSMCA. Payments by the Department will be made in accordance with Exhibit B of the 2015 TSMCA. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency.

The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal

Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to mast arms, traffic signal controller cabinet assemblies, traffic signal battery back-up, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing.

The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of the TSMCA agreement. The Maintaining Agency designates its County Manager as its authorized representative who is delegated to execute all amendments to Exhibit A of the FY 2024 TSMCA Amended Agreement on behalf of the Maintaining Agency.

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW07
FINANCIAL PROJECT NO. 41266918801
F.E.I.D. NO. F596000632004

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 28TH day of MAY 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and HARDEE COUNTY, Florida, HARDEE COUNTY ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized under HARDEE COUNTY BCC to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Hardee County, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Mike Thompson

Title: Chairman

Attest: Victoria L. Rogers

Attorney: _____ Date: 5/7/15

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: LK Nandam

Title: District Traffic Operations Engineer

Legal Review: _____

VICTORIA L. ROGERS, EX-OFFICIO CLERK
TO THE BOARD OF COUNTY COMMISSIONERS
DATED: MAY 6th, 2015
ONE (1) OF TWO (2) DOCUMENTS

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2015/2016
Effective Date: 7/1/2015 To: 6/30/2016
Maintaining Agency: Hardee County

Intersection Locations		Traffic Signal (TS)	Traffic Signal Interconnected & Monitored (IMTS)	Intersection Control Beacon (ICB)	Emergency Fire/Dept (FDS)	Pedestrian Flashing Beacon (PFB)	Traffic Warning Beacon (TWB)	Speed Activated Warning Displays (SAWD) or Blank Out	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SR 35/US 17	REA RD	$3,040									$ 3,040.00
SR 35/US 17	SR 62			$760							$ 760.00
SR 64/	CR 663			$760							$ 760.00
SR 64	West of SR 636						$304				$ 304.00
											$ -
											$ -
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									Total Lump Sum*		$ 4,864.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 4,864.00

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

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AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW07
FINANCIAL PROJECT NO. 412669-1-88-01
F.E.I.D. NO. F596000632004
AMENDMENT NO. 8

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment"), is entered into this 18th day of May, 2023 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and Hardee County, Florida ("Maintaining Agency").

30th June

RECITALS:

WHEREAS, the Department and the Maintaining Agency on May 28, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement"); and

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Agreement paragraphs 1, 3, 6, 12, 31, and 35 are amended, superseded, and replaced in their entirety with the new paragraphs 1, 3, 6, 12, 31, and 35 attached hereto to this Amendment.

2. Agreement exhibits A, B, and C are amended, superseded, and replaced in their entirety with new Exhibits A, B, and C attached hereto to this Amendment.

3. Except as modified in this Amendment, all terms and conditions of the Agreement and any amendments or modifications thereto remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month, and year set forth above.

HARDEE COUNTY, Florida
(Maintaining Agency)

By: Terry Atchley
(Authorized Signature)

Print/Type Name: Terry Atchley

Title: County Manager

Attorney: [signature] Date: 5-18-23

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Steven Davis
E47E08E1A154459...
(Authorized Signature)

Print/Type Name: Steven Davis, P.E.
~~Mark Mathes, P.E.~~

Title: Interim District Traffic Operations Engineer

Legal Review: DocuSigned by: Don Conway
937D1D5420A84D9...
DS DC

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1. The Maintaining Agency shall be responsible for the "Project," defined as the maintenance and continuous operation of the following, located on the State Highway System:
    a. Traffic signals ("TS"),
    b. Interconnected and monitored traffic signals ("IMTS") - defined as signals that are interconnected with telecommunications and are monitored at a central location,
    c. Traffic signal systems - defined as central computer; traffic monitoring cameras ("TrMC"; must fulfill District purpose and need and be accessible from Department's Video Aggregation System); arterial dynamic message signs ("ADMS"); communications devices; interconnect / network; vehicle, bicycle & pedestrian detection devices [including passive pedestrian detection ("PPD") and accessible pedestrian detection]; traffic signal hardware and software; preemption devices; probe data detection system ("PDDS"); and uninterruptible power supplies ("UPS"),
    d. Control devices - defined as intersection control beacons ("ICB"), traffic warning beacons ("TWB"; including LED highlighted signs), illuminated street name signs ("ISNS"), and pedestrian flashing beacons ("PFB"; i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons),
    e. Emergency/fire department signals ("FDS"),
    f. Speed activated warning displays ("SAWD"; including curve warning feedback signs),
    g. Blank out signs ("BOS"; including Lane Control Signs),
    h. Pedestrian hybrid beacons ("PHB"),
    i. Connected Automated Vehicle Devices ("CAVD"; i.e., roadside units and roadside equipment), and
    j. In-roadway warning lights ("IRWL") system (specific to mid-block crossing and unsignalized intersection applications, as defined in the FDOT Traffic Engineering Manual)

    All traffic signals and control devices mentioned in the above paragraph 1.a-j are referred to in this Agreement as "Traffic Signals and Devices". The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operations of such Traffic Signals and Devices upon final acceptance by the Department of the installation of each signal or device.

3. If Traffic Signals and Devices are damaged and the Maintaining Agency or its contractors did not cause the damage, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:

    a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
    b. Evidence of the costs incurred were included as an attachment to the invoice.

    Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement and associated contract documentation of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing the emergency and/or permanent repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties or Force Majeure event. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency or its contractors causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency. Governor declared emergencies (i.e., hurricanes) are handled outside the framework of this Agreement through a combination of Federal and State Emergency Management mechanisms. An emergency contract may be used after a Governor's declaration of emergency has been signed to cover for reimbursement for storm recovery efforts.

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6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible. These events shall be documented with detailed damage inspection report forms completed and submitted to the Department within twelve (12) weeks of the end of the Force Majeure event.

   A "Force Majeure Event" means the occurrence of:
   (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
   (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
   (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.

12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its County Manager as its authorized representative(s), who is delegated the authority to execute all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency and are operated and maintained by the Maintaining Agency. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance. The Maintaining Agency and the Department shall amend Exhibit A preceding the Department's new fiscal year, which will include all new Traffic Signals and Devices added to the State Highway System during the Department's current fiscal year and delete those removed during the same period. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the current year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's current fiscal year. The annual compensation will be a lump sum payment ***(minus any retainage or forfeiture)*** as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to July 15 of each year detailing the following:

    a. All detection device malfunctions: Detection devices include, without limitation, all vehicle presence detectors and all pedestrian/bicycle detectors. Traffic devices supported by detection devices ("TDSDD") include, without limitation, traffic signals, PHBs, and warning devices. Repairs to all vehicle presence detectors shall be made within ninety (90) days with a goal of thirty (30) days if feasible. Repairs to all pedestrian/bicycle detectors shall be made within seventy-two (72) hours of discovery. If repair to vehicle presence detection device is expected to progress beyond thirty (30) days, by the 31st day, the Maintaining Agency shall have a plan available to reestablish detection prior to day 90. The Maintaining Agency shall ensure that 90% of all TDSDD on the State Highway System are operating without detection failures. Discovery and repair dates for each malfunctioning detection device shall be logged in the annual report. If the repairs cannot be performed within the stipulated time, the Maintaining Agency shall document the reason(s) why in the annual report. If more than 10% of the TDSDD are experiencing detection failure(s) by the end of the stipulated time, unless a longer period is approved by the Department due to extraordinary circumstances, each of these TDSDD may only be compensated at 90% of the unit compensation rate stated in Exhibit B for each day (i.e., the annual unit compensation rate is reduced by 1/3650 daily) that more than 10% of the TDSDD are experiencing detection failure(s).

    b. Traffic signal and pedestrian hybrid beacon ("PHB") preventive maintenance inspections: Traffic signals and PHBs shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals and PHBs annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal or PHB is cycling properly, the ventilation system is functioning, and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals and PHBs annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any actions taken. If 50% of the traffic signals and PHBs do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations until the preventive

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maintenance inspection is made. If the requirements of this paragraph 31.b are not performed within the state's next fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal and PHB locations will be forfeited.

c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department. The Maintaining Agency shall be responsible for maintaining current licenses and support agreements for all computer applications necessary for IMTS including, but not limited to, central computer systems, TrMC applications, detection software, and data collection programs, unless other arrangements are made between the Department and the Maintaining Agency for specific applications or systems.

35. At no additional cost to the Department, the Maintaining Agency shall provide the Department with, at minimum, read-only access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2024
Effective Date: 7/1/2023 To: 6/30/2024

Maintaining Agency: **Hardee County**
FPID: 412669-1-88-01 Contract: ARW07

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 35/US 17	REA RD	156	$ 3,910						$ 391				$ 123							$ 4,424
SR 35/US 17	SR 62	157			$ 947				$ 391											$ 1,338
SR 64/	CR 663	167			$ 947															$ 947
SR 64 EB	W OF SR 636	F125									$ 381									$ 381
SR 64 EB	SR 636	F126									$ 381									$ 381
																				$ -
																		Total Lump Sum *		$ 7,471

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 7,471

Terry Atchley 06/28/23
Maintaining Agency Terry Atchley, County Manager Date

DocuSigned by:
Steven Davis 06/30/2023 | 8:44 AM EDT
Interim District Traffic Operations Engineer E47E08E1A134458... Date

Legend:
TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

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EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE
This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION
For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (***minus any retainage or forfeiture***) in Exhibit A. The Maintaining Agency will receive one lump sum payment (***minus any retainage or forfeiture***) at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum (***minus any retainage or forfeiture***) Amount for each fiscal year is calculated by adding all the individual Traffic Signal and Device unit amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). Systems shall be paid at a unit rate per controller regardless of the number of individual devices or poles.

Connected and Automated Vehicles Devices (CAVD): includes roadside units and roadside equipment.

	Unit Compensation Rates per Unit on the State Highway System																
FY	Traffic Signals (TS) *Intersection*	Traffic Signal - Interconnected & monitored (IMTS) *Intersection*	Intersection Control Beacon (ICB) *Intersection*	Pedestrian Flashing Beacon (PFB) *System*	Emergency Fire Dept. Signal (FDS) *System*	Speed Activated Warning Display (SAWD) *System*	Illuminated Street Name Signs (ISNS) *Intersection*	Blank Out Sign (BOS) *Device*	Traffic Warning Beacon (TWB) *System*	Probe Data Detection System (PDDS) *Device*	Uninterruptible Power Supply (UPS) *Device*	Connected Automated Vehicle Devices (CAVD) *Device*	Pedestrian Hybrid Beacon (PHB) *System*	Arterial Dynamic Message Sign (ADMS) *Device*	Passive Pedestrian Detection (PPD) *System*	Traffic Monitoring Camera (TrMC) *Device*	In-Roadway Warning Lights (IRWL) *System*
2021-22	$ 3,573	$ 5,134	$ 896	$ 717	$ 1,252	$ 360		$ 360	$ 360	$ 115	$ 115	$ 514					
22-23	$3,670	$5,273	$921	$737	$1,286	$370		$370	$370	$119	$119	$527					
23-24	$ 3,910	$ 5,558	$ 947	$ 758	$ 1,323	$ 381	$ 391	$ 419	$ 381	$ 123	$ 123	$542	$ 2,645	$ 2,027	$ 1,644	$ 688	$ 658
2024-25	Based on the Consumer Price Index (CPI), the compensation amounts will be revised.																
2025-26	Based on the CPI, the compensation amounts will be revised.																

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Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 PAYMENT PROCESSING

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the District Traffic Operations Engineer, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to 5:00 p.m. on July 15th of each year. For example, the Maintaining Agency shall submit its invoice for the fiscal year beginning July 1, 2022 through June 30, 2023 no later than July 15, 2023.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices within 60 days of the work completed date for which the Maintaining Agency is invoicing

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EXHIBIT C
Reimbursement for Replacement and/or Repair of Damaged Traffic Signals and Devices

Subject to the terms and conditions of the Agreement, the Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair and associated contract documentation of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency or its contractors. Agreement paragraph 3 provides administrative procedures on how third party and Force Majeure events are handled for reimbursement. Force Majeure events shall be documented with detailed damage inspection report forms within twelve (12) weeks following the end of the Force Majeure event. Costs related to Governor declared emergencies are not reimbursable under this Agreement.

The Department follows the Traffic Signal Maintenance and Compensation Agreement Manual (Topic No. 750-010-022) for submitting damage claims. In submitting this Exhibit C to the Department, the Maintaining Agency is required to adhere to Chapter 2 of the Traffic Signal Maintenance and Compensation Agreement Manual, dated March 31, 2023, available at: Traffic Signal Maintenance and Compensation Agreement Manual.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information: 1. Attach pictures of damaged traffic signals and devices, as well as completed work. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.	
Contract No.:_____ Project No.:_____	
Total Lump Sum Reimbursement Amount	**$**

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

_____
Maintaining Agency Date

_____
District Traffic Operations Engineer Date

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RESOLUTION 2023-39
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE CHAIRMAN AND COUNTY MANAGER TO EXECUTE, AMEND, AND RENEW RELATED DOCUMENTS; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND AN EFFECTIVE DATE.

HARDEE CLERK TO BOARD
MAY 19, 23 AM9:27

WHEREAS, the State of Florida Department of Transportation ("FDOT") proposes to compensate the agencies for maintenance of the traffic signs on the State Highway System (the "Project"); and

WHEREAS, Hardee County ("County") enter into a Traffic Signal Maintenance and Compensation Agreement on May 28, 2015, ("Agreement" which is attached hereto as Attachment "A") providing for FDOT to fund maintenance for certain traffic signals by the County; and

WHEREAS, on September 7,2016, the County approved an amendment that, in addition to revising the terms and conditions of the Agreement, provided that the County Manager was authorized to execute amendments to Exhibit "A" of the Agreement which contains a list of traffic signals and devices by location and type ("Amendment" is attached hereto as Attachment "B"); and

WHEREAS, FDOT requires a resolution approving the Amendment which authorizes the delegation of authority for Exhibit "A" and additional revised terms and conditions; and

WHEREAS, the BOCC find it to be in the best interests of the County to ratify and approve the Amendment authorizing the County Manager to execute amendments to Exhibit "A" of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Ratification. The Hardee County Board of County Commissioners hereby approves and ratifies the Amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation ("FDOT") in substantially the attached form (included and attached hereto as Attachment "B").

Section 3. Authorization. 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, and the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution and is further authorized to execute any and all amendments to Exhibit "A" of the Agreement which contains a list of traffic signals and devices by location and type.

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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.** The Resolution shall take effect immediately upon adoption.

APPOVED AND ADOPTED this 18th day of May, 2023 at a regular meeting of the Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

By: _____
Noey A. Flores, Chairman

(SEAL)

ATTEST:

BY: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk
to the Board Of County Commissioners
Date Board Approved: 05/18/2023
Date: 05/19/2023

DocuSign Envelope ID: 0EF0B631-A704-4712-93FE-323BB613C0AD

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

Date: June 27, 2023

To: John Kubler, P.E., Interim District Secretary

From: Mark Mathes, P.E., District Traffic Operations Engineer

Copies: Keith Slater, Steven Davis, Walter Breuggeman, Anna Dunn

Subject: Delegation of Authority

Effective May 9, 2023, I will be serving as the Interim Director of Transportation Operations while Keith Slater, P.E., Director of Transportation Operations is on assignment with Central Office. During this period, Steven Davis, P.E., TSM&O Program Engineer will serve as the Interim District Traffic Operations Engineer.

Therefore, I delegate Steven Davis, P.E, Interim District Traffic Operations Engineer, to act on behalf of the District Traffic Operations Engineer and sign all documents. Signature should be made "in your name for the Interim District Traffic Operations Engineer".

This delegation will remain in effect from May 9, 2023 through July 31, 2023.

DocuSigned by:
Mark Mathes
A3415909DBE546A...

Mark Mathes, P.E.
District Traffic Operations Engineer

Docusign Envelope ID: 43484AEA-F315-403B-B1A7-64A48112676A

AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARW07
FINANCIAL PROJECT NO. 412669-1-88-01
F.E.I.D. NO. F596000632004
AMENDMENT NO. 10

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this day of , 2025, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and Hardee County, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on May 28, 2015 entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

HARDEE COUNTY, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: Terry Atchley

Title: County Manager

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: District Traffic Operations Engineer

Legal Review: _____ DS

Docusign Envelope ID: 43484AEA-F315-403B-B1A7-64A48112676A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 2026 **Maintaining Agency:** **Hardee County**

Effective Date: 7/1/2025 **To: 6/30/2026** FPID: 412669-1-88-01 Contract: ARW07

Intersection Locations		ID #	TS	IMTS	ICB	PFB	FDS	SAWD	ISNS	BOS	TWB	PDDS	UPS	CAVD	PHB	ADMS	PPD	TrMC	IRWL	Total
SR 35/US 17	REA RD	156	$ 4,145						$ 416				$ 131							$ 4,692
SR 35/US 17	SR 62	157			$ 1,005				$ 416											$ 1,421
SR 64/	CR 663	167			$ 1,005															$ 1,005
SR 64 EB	W OF SR 636	F125									$ 405									$ 405
SR 64 EB	SR 636	F126									$ 405									$ 405
SR 64 EB	E of Bennett Rd	F663						$ 405												$ 405
SR 64 WB	E of Bennett Rd	F664						$ 405												$ 405
																				$ -
																		Total Lump Sum *		$ 8,738

* Amount paid shall be the Total Lump Sum ***minus any retainage or forfeiture*** .

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of $ 8,738

Maintaining Agency Terry Atchley, County Manager Date

District Traffic Operations Engineer Date

Legend:

TS - Traffic Signal
IMTS - Traffic Signal Interconnected & Monitored
ICB - Intersection Control Beacon
PFB - Pedestrian Flashing Beacon
FDS - Emergency Fire Department Signal
SAWD - Speed Activated Warning Display
ISNS - Illuminated Street Name Sign
BOS - Blank Out Sign
TWB - Traffic Warning Beacon
PDDS - Probe Data Detection System (formerly Travel Time Detector (TTD))
UPS - Uninterruptible Power Supply
CAVD - Connected Automated Vehicle Device
PHB - Pedestrian Hybrid Beacon
ADMS - Arterial Dynamic Message Sign
PPD - Passive Pedestrian Detection
TrMC - Traffic Monitoring Camera
IRWL - In-Roadway Warning Lights
Total - Compensation Amount (using Unit Rates from Exhibit B)

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 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 2025-49 - State Road 62 National Highway Freight Program Feasibility Study Grant Application

SUGGESTED ACTION:

- Motion to approve Resolution 2025-49, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the submission to the United States Department of Transportation Federal Highway Administration's (FHA) National Highway Fright Program (NHFP) of a funding request for a feasibility study for State Road 62; approving and authorizing the County Manager to execute all necessary documents in furtherance thereof; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Revised Agenda Memo.pdf
Score Sheet.pdf
Project Cost Estimates.docx
Resolution 2025-49 sj.docx

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: SR 62 Extension Feasibility Study Grant Application Submission to NHFP for FY 2031 Funding

Date: May 15, 2025

On April 16, 2025, the Florida Department of Transportation (FDOT) announced the availability of federal funds from the National Highway Freight Program (NHFP) for submittal of priority freight projects.

Hardee County will be submitting the grant application for the SR 62 Extension Feasibility Study for NHFP funding. The feasibility study will assess a potential new corridor by extending SR 62 across US 17 to the east. This will address key needs such as network resilience, freight movement, and safe mobility.

The goal of the extension is to connect frequently used freight roads to bypass the main street area of Wauchula. The reduction of truck traffic at the downtown City of Wauchula reduces interactions between freight vehicles and local pedestrian and road traffic thereby creating a more walkable, safe community, and promoting economic growth within the area.

The feasibility study will include a Public Involvement Program (PIP) and will be completed to determine fatal flaws and establish purpose and need as well as viability and, if warranted, will transition into a full Planning Development & Environment (PD&E) study. The feasibility study also establishes alternative routes. The alternatives that are studied shall minimize impacts to the natural, social, cultural and physical environment.

The feasibility study will include a cost benefit analysis that includes safety considerations and development opportunities. Since SR 62 is a State Highway, the county is anticipating this new corridor to be owned and maintained by the Florida Department of Transportation.

The County already had previous discussions with FDOT District One Management, the City of Wauchula, and the Heartland Transportation Planning Organization (HRTPO).

Staff requests for Board approval and authorization of County Manager to submit a funding request for a feasibility study for SR 62 to NHFP.

National Highway Freight Program FY26-31 Call for Projects (Qualitative Score Sheet)

Reminders:

- The FHWA requirement is that the project must be on the NHFN, but meritorious projects not on the network will be considered as part of the
- The funding request should not exceed 20 million per project per year.
- The project should be ready for implementation in the fiscal year for which funding was received.
- When proposing solutions, the projects should consider safety and mobility.

Enter inputs in grey cells. White cells will calculate automatically	Project Details
District	District 1
Item Segment	FPID will be provided later
Roadway ID	6020000
Begin / End Milepoint	To be determined. The purpose of this feasibility study is to identify the ideal location
Railroad Crossing #	N/A
Lat / Long	N/A
Link to Project Map	N/A
Project Description (min 2 sentences)	This project is a feasibility study for a road extension at SR 62 across US 17 to the
Improvement Type	21. Enhancement of the resiliency of critical highway infrastructure to improve the
County	Hardee County
District Priority	
MPO Priority	
Is the project on the National Highway System (NHS)?	No
Is this project on the Primary Highway Freight Network (PHFN)?	No
Is the project on a Critical Rural Freight Corridor (CRFC) or a Critical Urban Freight Corridor (CUFC)?	Neither
Is the project on the SIS?	No

What is the total project cost?	$ -
How much NHFP funds are you requesting?	$ -
How much of the total project cost has been funded through other sources?	$ -
List all other funding sources	Matching funds will be provided by applicant

Qualitative Prioritization Scoring The 2024 Freight Mobility and Trade Plan (FMTP) has two parts to the prioritization process scoring. The quantitative portion is based on				Section Score	Section Weight	Weighted Section
Safety and security for residents, visitors, and businesses						
Leverage data and technology to improve freight system safety and security	**Response**	**Project Details**	**Score**			
Does this project measurably improve freight safety? If so, how?	Yes	The purpose of the SR 62 extension across US 17 to the east is to reduce freight traffic through the busy main street area of Wauchula, thereby reducing interactions between freight vehicles and local pedestrian and road traffic. An in-depth safety analysis will be included in feasibility study. This study will be completed to determine fatal flaws and establish purpose and need as well as viability and, if warranted, will transition into a full PD&E study.	50	**50**	**15%**	**7.50**
Is this a technology driven or a Transportation Systems Management and Operations (TSM&O) project? If so, describe the technology that will be implemented.	No		0			
Agile, resilient, and quality transportation infrastructure						

Create a more resilient multimodal freight system to prepare for, respond to, and recover from disruption	Response	Project Details	Score			
Does this project enhance the reliability or redundancy of the freight transportation system? Please describe.	Yes	The purpose of the SR 62 extension across US 17 to the east is to reduce freight traffic through the busy main street area of Wauchula, thereby reducing interactions between freight vehicles and local pedestrian and road traffic. An in-depth safety analysis will be included in feasibility study. This study will be completed to determine fatal flaws and establish purpose and need as well as viability and, if warranted, will transition into a full PD&E study.	20			
Does this project improve the durability of freight infrastructure in a vulnerable coastal region? If it is in a RAP Vulnerable Area (low, medium, or high), this metric is required.	Yes	The extension to be studied will allow freight and other vehicles travelling east-west between SR 64 and SR 62 avoid a number of low vulnerability areas along both US 17 and SR 62. Potential resiliency impacts will be part of the feasibility study.	20	**80**	**20%**	**16.00**
Does this project support evacuation and recovery efforts?	Yes	The extension to be studied will provide an alternative route east-west across US 17. The feasibility study will include an analysis of safety benefits, including emergency evacuation.	20			
Ensure the Florida freight system is in a state of good repair	**Response**	**Project Details**	**Score**			

Does this project have a bridge repair/maintenance component?	No		0			
Does this project improve pavement conditions?	Yes	By distributing traffic across an alternative route, the proposed project will relieve wear and tear along a busy corridor of US 17, and FL 64. The proposed feasibility study will include this as a line item in the cost benefit analysis.	20			
Connected, efficient, and reliable mobility for people and freight						
Reduce congestion, improve reliability, and prepare for shifts in cargo flows with proactive and innovative planning	**Response**	**Project Details**	**Score**			
Does this project relieve congestion? How so?	Yes	The project will include an alternative route that will reduce traffic on congested portions of FL 64, FL 636 and US17.	50	**50**	**25%**	**12.50**
Does this project address a truck parking need or create staging areas for loading as part of a safety and logistics need? Please describe (i.e., number of spaces to be created, technology being utilized).	No		0			
Is this a grade separation project? If so, please provide the crossing number or nearest mile-marker.	No		0			
Transportation choices that improve accessibility and equity						
Remove institutional, policy, and funding bottlenecks to improve operational efficiencies in supply chains	**Response**	**Project Details**	**Score**			
Is this project the result of a legislative/policy effort to improve supply chain efficiency? Please describe.	No		0	**0**	**10%**	**-**
Improve first and last mile connectivity for all freight modes	**Response**	**Project Details**	**Score**			

Does this project improve first/last mile connectivity? Which modes are impacted? Please describe.	No		0			
Transportation solutions that strengthen Florida's economy				60	15%	9.00
Continue to forge partnerships between the public and private sectors to improve trade, logistics, and workforce development	**Response**	**Project Details**	**Score**			
Does this project include stakeholder involvement? Please include specifics on partnerships and outreach efforts.	Yes	The feasibility study will include engagement from stakeholders, including public outreach and targeted outreach to commercial freight road users.	30			
Capitalize on emerging freight trends to benefit Florida's communities while maintaining a strategic global posture	**Response**	**Project Details**	**Score**			
Does this project incorporate an innovative freight concept? Please describe.	No		0			
Does this project address points of friction between local communities and freight? Please describe.	Yes	Yes, a congested portion of US 17 that will be bypassed by the proposed project passes through the main street area of Wacuhula, which includes small businesses and pedestrian traffic.	30			
Transportation systems that enhance Florida's communities				0	7.5%	-
Increase freight-related regional and local transportation planning and land use coordination	**Response**	**Project Details**	**Score**			
Is this project on the MPOAC freight project list or in a local freight planning document? Please include a reference.	No		0			
Transportation solutions that enhance Florida's environment						

Reduce freight impacts on Florida's environment by supporting emissions reduction and ensuring wildlife habitats are maintained	Response	Project Details	Score	0	7.5%	-
Does this project reduce air pollution? How so?	No		0			
Does this project incorporate protections for wildlife before/during/after project lifecycle?	No		0			

Project Cost Estimates

Enter inputs in grey cells. White cells will calculate automatically

Enter in the Earliest Year Requested. Please enter Present Day Cost (PDC) $ Amounts for phases 52, 61 & 62
Please use Year of Expenditure Cost (YOE) $ Amounts for all other phases

Phase	FY26	FY27	FY28	FY29	FY30	FY31	Total
C1: ENVIRO IN-HOUSE (Only If ACFP Funds)							$ -
C2: ENVIRO CONSULTANT							$ -
C8: ENVIRO OTHER AGENCY							$ -
11: PLANNING IN-HOUSE (Only If ACFP Funds)							$ -
12: PLANNING CONSULTANT							$ -
18: PLANNING OTHER AGCY							$ -
21: PD&E IN-HOUSE (Only If ACFP Funds)							$ -
22: PD&E CONSULTANT			$ 1,500,000				$ 1,500,000
28: PD&E OTHER AGENCY							$ -
31: PE IN-HOUSE (Only If ACFP Funds)							$ -
32: PE CONSULTANT							$ -
36: PE UTILITY							$ -
37: PE RAILROAD							$ -
38: PE OTHER AGENCY							$ -
4B: ROW SERVICES							$ -
41: ROW IN-HOUSE (Only If ACFP Funds)							$ -
42: ROW CONSULTANT							$ -
43: ROW PURCHASE							$ -
45: ROW RELOCATE							$ -

46: ROW UTILITY							$ -
47: ROW RAILROAD							$ -
48: ROW OTHER AGENCY							$ -
5A: CONST CONTRACT BONUS							$ -
52: CONST CONTRACT (PDC)							$ -
56: CONST UTILITY							$ -
57: CONST RAILROAD							$ -
58: CONST OTHER AGENCY							$ -
61: CONST SUP IN-HOUSE (PDC - (Only If ACFP Funds))							$ -
62: CONST SUP CONSULTANT (PDC)							$ -
68: CONST SUP OTHER AGCY							$ -
Total	$	$	$ 1,500,000	$ -	$ -	$ -	$ 1,500,000

Inflated Amounts

Fiscal Year

Phase	2026	2027	2028	2029	2030	2031	Total
C1: ENVIRO IN-HOUSE (Only If ACFP Funds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -

C2: ENVIRO CONSULTANT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
C8: ENVIRO OTHER AGENCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11: PLANNING IN-HOUSE (Only If ACFP Funds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12: PLANNING CONSULTANT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18: PLANNING OTHER AGCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21: PD&E IN-HOUSE (Only If ACFP Funds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22: PD&E CONSULTANT	$	$	$ 1,644,000.00	$ -	$ -	$ -	$ 1,644,000.00
28: PD&E OTHER AGENCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31: PE IN-HOUSE (Only If ACFP Funds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32: PE CONSULTANT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36: PE UTILITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
37: PE RAILROAD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38: PE OTHER AGENCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4B: ROW SERVICES	$ -	$ -	$ -	$ -	$ -	$ -	$ -
41: ROW IN-HOUSE (Only If ACFP Funds)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42: ROW CONSULTANT	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43: ROW PURCHASE	$ -	$ -	$ -	$ -	$ -	$ -	$ -

45: ROW RELOCATE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
46: ROW UTILITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
47: ROW RAILROAD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
48: ROW OTHER AGENCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5A: CONST CONTRACT BONUS	$ -	$ -	$ -	$ -	$ -	$ -	$ -
52: CONST CONTRACT (PDC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
56: CONST UTILITY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
57: CONST RAILROAD	$ -	$ -	$ -	$ -	$ -	$ -	$ -
58: CONST OTHER AGENCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
61: CONST SUP IN-HOUSE (PDC - (Only If ACFP Funds))	$ -	$ -	$ -	$ -	$ -	$ -	$ -
62: CONST SUP CONSULTANT (PDC)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
68: CONST SUP OTHER AGCY	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$	$	$ 1,644,000.00	$ -	$ -	$ -	$ 1,644,000.00

RESOLUTION NO. 2025-49

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, AUTHORIZING THE SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION'S ("FHA") NATIONAL HIGHWAY FREIGHT PROGRAM ("NHFP") OF A FUNDING REQUEST FOR A FEASIBILITY STUDY FOR STATE ROAD 62; APPROVING AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN FURTHERANCE THEREOF; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Department of Transportation Federal Highway Administration's ("FHA") National Highway Freight Program ("NHFP") provides federal funding to improve the efficient movement of freight on national highways; and

WHEREAS, Hardee County (the "County") has a need for a feasibility study to address key needs such as network resilience, freight movement and safe mobility; and

WHEREAS, the NHFP is currently accepting funding requests for Fiscal Year 2031 and the County will submit a funding request to complete a feasibility study for State Road ("SR") 62; and

WHEREAS, in the event the County is approved for funding, matching funds may be required and the Board of County Commissioners (the "Board") will have an opportunity to consider acceptance of the funds and any required matching funds; and

WHEREAS, the Board finds it to be in the best interests of the County to submit a funding request to NHFP for a feasibility study for SR 62.

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. **Approval.** The Hardee County Board of County Commissioners hereby approves and authorizes the County Manager to submit a funding request for a feasibility

study for SR 62 to NHFP in substantially the attached form (included and attached hereto as Exhibit “A”).

Section 3. **Authorization.** The County Manager is authorized and directed to execute any forms or documents in furtherance of this Resolution, and 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 15th day of May 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
Board Chair

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

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Amendment 1 to FDEP Agreement 23PLN113 for the Hardee County Vulnerability Assessment
SUGGESTED ACTION:	- Motion to approve Amendment No. 1 to FDEP grant agreement 23PLN113 for the Hardee County Vulnerability Assessment in substantially the attached form, subject to approve by the County Attorney, and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Agenda Memo.pdf
HC Legal Review Request Form.pdf
Orginal Grant Agreement.pdf
Amendment 1 for Agenda.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAIN, DISTRIC 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

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 Manger

Through: Doug Baber, Assistant County Mangers

From: Lorie Ayers, General Services Director

Subject: Hardee County Vulnerability Assessment – 23PLN113

Date: May 15, 2025

Amendment No. 1 to Agreement No. 23PLN113 was made between the Department of Environmental Protection and Hardee County for the Hardee County Vulnerability Assessment Project. Hardee County has requested an extension of the Agreement to complete the project. The Department of Environmental Protection has agreed to revise the date of expiration to June 30, 2026, pursuant to the same terms and conditions provided in the Agreement.

Staff recommends approval.

Hardee County
FLORIDA

LEGAL REVIEW REQUEST FORM

TO:	Lisa Perez Butler - ebutler@bmolaw.com Sarah Johnston - sjohnston@bmolaw.com
CC:	Brandy Crawford – brandy.crawford@hardeecountyfl.gov lorie.ayers@hardeecountyfl.go esther.bragg@hardeecountyfl.(
REQUESTING PARTY:	Lorie Ayers, General Services Director
DATE SUBMITTED FOR REVIEW:	4/30/25
REVIEW COMPLETION DATE: **allow minimum 2 weeks for standard review* ***include workshop & meeting date if item is going before a board*	5/14/25 Workshop date is 6/5/2025 and meeting date is 6/19/2025.

NECESSARY DOCUMENTATION FOR EACH REQUEST:

PURCHASES	***Piggyback/Cooperative purchases*** - complete copy of solicitation used by other jurisdiction, executed agreement and any amendments with other jurisdiction or cooperative agency and proposed agreement and scope/proposal for Hardee. ***RFP/ITB/RFQ award*** – complete copy of solicitation, vendors response and draft agreement. ***Bid Waiver*** – cover memo explaining justification (in accordance w/procurement policy), any supportive documents needed to justify bid waiver, vendor scope/proposal, draft agreement. ***Award based on quotes/estimates*** – copies of quotes/estimates, vendor scope/proposal, draft agreement. Include word versions of any draft agreements.
SOLICITATION	Word versions of a draft of ITB/RFQ/RFP solicitation documents, draft scope, revised review and evaluation criteria, indication of performance/payment bond, any bid bond, performance, payment bond waiver needs a brief justification.
GRANTS	Complete copies of grant application and agreement include relevant deadlines. If previously approved by BOCC indicate date and include copy of meeting agenda item w/supporting documents presented to BOCC. Include word versions when possible.
ORDINANCES	Word Version of draft language, include word version of code provision intending to be amended, include additional information that may be relevant.
LEGAL OPINION	Copies of any relevant documents such as county code, state statute, agreement, etc. Include any correspondence if the request is the result of a third-party request. Include a summary of the reason for the request and any possible related matters/implications (if preferred, submit as complete a request as possible and request meeting to discuss).
MISCELLANEOUS	Include as much background information/documents as possible with a summary of the request.

Hardee County
FLORIDA

REQUEST:

PURCHASES	
Goods/Services:	
Amount: *Indicate total amount, per year, etc.*	
Funding Source:	
Procurement Method Used:	
Contract: *Indicate purchase order, county agreement, etc.*	
GRANT	
Grant Agreement	23PLN113 - Hardee County Vulnerability Assessment Includir
Amount:	$190,000
Confirmation grant req.'s **include name of responsible party*	Legal review of Amendment No. 1 to Agreement No. 23PLN11
SOLICITATION	
Goods/Services:	
Amount:	
Funding Source:	
Procurement Method: *ITB, RFQ, RFP, Other	
Contract: **Indicate anticipated contract term*	
ORDINANCE	
Amending existing ordinance or a new ordinance?	
Reason for code change:	
Conflict confirmation: *review existing ordinances for conflicts, include other departments if necessary.*	
Include any resolutions that will be affected.	
Business Impact Statement	
LEGAL OPINION	
Summary of issue:	
MISCELLANEOUS	
Request:	Request for legal review of Amendment No. 1 to Agreement N

Addtn'l Info:

Attached is Agreement No. 23PLN113 and Amendment No. 1 for Agreement No. 23PLN113.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs**
Agreement Number: **23PLN113**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Hardee County** Entity Type: **Local Government**

Grantee Address: **205 Hanchey Road, Wauchula, Florida 33873** FEID: **59-6000632** (Grantee)

3. Agreement Begin Date: **7/1/2022**
Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Hardee County**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, for Hardee County, including Bowling Green and Zolfo Springs.**

5. Total Amount of Funding: **$ 190,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐Federal	**FY 22-23 GAA 1776**	$ **190,000.00**
☐ State ☐Federal		$
☐ Grantee Match		$ **0.00**
	Total Amount of Funding + Grantee Match, if any:	$ **190,000.00**

6. Department's Grant Manager
Name: **Charles Neuhauser** or successor
Address: **Resilient Florida Program**, **2600 Blair Stone Road, MS235**, **Tallahassee, Florida 32399**
Phone: **850-245-2138**
Email: **Charles.Neuhauser@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Lorie Ayers** or successor
Address: **Hardee County BOCC**, **412 West Orange Street, Room 201**, **Wauchula, Florida 33873**
Phone: **863-773-6349**
Email: **lorie.ayers@hardeecounty.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☒ Attachment 2: Special Terms and Conditions
- ☒ Attachment 3: Grant Work Plan
- ☒ Attachment 4: Public Records Requirements
- ☒ Attachment 5: Special Audit Requirements
- ☒ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☒ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☒ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
- ☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Hardee County **GRANTEE**

By _____ 8/25/2023
(Authorized Signature) Date Signed

Noey Flores

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 09/01/2022
Date: 09/15/2023

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Hardee County — **GRANTEE**

By _____ (*Authorized Signature*) — 8/25/2023 Date Signed

Noey Flores

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By Alex Reed Secretary or Designee — 9/11/2023 Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Christina Rouslin

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in 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.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

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

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN113

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
Subcontracting is not permitted under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 8

ATTACHMENT 3

PROJECT TITLE: Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs

PROJECT LOCATION: The Project is located in Hardee County, Florida.

PROJECT DESCRIPTION:
Hardee County (Grantee) will complete the Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5** A draft list of steering committee members; and 6) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data,

and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and

- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if

applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$4,000	$0	$4,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	$3,000	$0	$3,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	$8,000	$0	$8,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2025
6	Exposure Analysis	Contractual Services	$22,000	$0	$22,000	7/1/2022	3/31/2025
7	Sensitivity Analysis	Contractual Services	$22,000	$0	$22,000	7/1/2022	3/31/2025
8	Public Outreach Meeting #2	Contractual Services	$6,000	$0	$6,000	7/1/2022	3/31/2025
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$90,000	$0	$90,000	7/1/2022	3/31/2025
10	Public Presentation	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2025
		Total:	**$190,000**	**$ 0**	**$190,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee 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 Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 Part 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 federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 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 of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's 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, State agencies 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 State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$190,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$190,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN113

HARDEE COUNTY VULNERABILITY ASSESSMENT INCLUDING BOWLING GREEN AND ZOLFO SPRINGS

Hardee County

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN113

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN113

Project Title: Hardee County Vulnerability Assessment including Bowling Green and Zolfo Springs

Grantee: Hardee County

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN113

Project Title: Hardee County Vulnerability Assessment including Bowling Green and Zolfo Springs

Grantee: Hardee County

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	■	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

Name of Common Carrier or contracted carrier 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, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN113
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
HARDEE COUNTY

This Amendment to Agreement No. 23PLN113 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Hardee County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs (Project), effective September 11, 2023; and,

WHEREAS, the Grantee has requested an extension of the Agreement to complete the Project; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Exhibit A, Exhibit H, and Exhibit I following updates from the Office of the General Counsel and Resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to June 30, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 6 shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Exhibit A, Progress Report Form Link, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form Link.

9. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

10. Exhibit I, VA Checklist Link, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised VA Checklist Link, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised VA Checklist Link.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

HARDEE COUNTY	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Russell Melendy, Chairman Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (7 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (7 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Exhibit	A-1	Revised Progress Report Form Link (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	I-1	Revised VA Checklist Link (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department 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. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in 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.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

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

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., 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 5 years. Such 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. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23PLN113

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement. The Grantee must provide subcontractor proof of payment to the Department with its next payment request or within sixty (60) days if the payment was a final payment.

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN113

ATTACHMENT 3-A

PROJECT TITLE: Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs

PROJECT LOCATION: The Project is located in Hardee County, Florida.

PROJECT DESCRIPTION:
Hardee County (Grantee) will complete the Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting;
- **1.5** A draft list of steering committee members; and 6) a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

Task 2: Assemble Steering Committee

Description: The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

Deliverables: The grantee will provide the following:

- **2.1** The Grantee will provide the list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

Task 3: Conduct Steering Committee Meetings

Description: The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **3.1:** Meeting agendas to include location, date, and time of meeting;
- **3.2:** Meeting sign-in sheets with attendee names and affiliation;
- **3.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **3.4:** A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

Task 4: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1:** Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **4.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **4.5:** A summary report including attendee input and meeting outcomes.

Task 5: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **5.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **5.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **5.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 6: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **6.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 7: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **7.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **7.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 8: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **9.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **9.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;

- **9.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **10.1:** Meeting agendas to include location, date, and time of meeting;
- **10.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **10.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **10.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **10.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$4,000	$0	$4,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	$3,000	$0	$3,000	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	$5,000	$0	$5,000	7/1/2022	3/31/2026
4	Public Outreach Meeting #1	Contractual Services	$8,000	$0	$8,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	$20,000	$0	$20,000	7/1/2022	3/31/2026

6	Exposure Analysis	Contractual Services	$22,000	$0	$22,000	7/1/2022	3/31/2026
7	Sensitivity Analysis	Contractual Services	$22,000	$0	$22,000	7/1/2022	3/31/2026
8	Public Outreach Meeting #2	Contractual Services	$6,000	$0	$6,000	7/1/2022	3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$90,000	$0	$90,000	7/1/2022	3/31/2026
10	Public Presentation	Contractual Services	$10,000	$0	$10,000	7/1/2022	3/31/2026
		Total:	**$190,000**	**$ 0**	**$190,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee 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 Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP 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/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 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 Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection 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 of Environmental Protection. 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 Part 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 $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 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 non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

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) or 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 of Environmental Protection 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 of Environmental Protection, 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. In connection with 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), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that 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, Florida Statutes, the cost of the audit must be paid from the non-state 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).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's 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, State agencies 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 State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 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

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$190,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$190,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

6. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

8. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN113

Project Title: Hardee County Vulnerability Assessment Including Bowling Green and Zolfo Springs

Grantee: Hardee County

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 4. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I-1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager** - Operating & Capital Budget Amendments
SUGGESTED ACTION:	- Motion to approve the operating and capital budget amendments as presented.

ATTACHMENTS:

aa memo amendments operating 05.15.2025.pdf
Operating Amendments 05.15.2025.pdf
aa memo amendments capital 05.15.2025.pdf
Capital Amendments 05.15.2025.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: May 8, 2025

There are two operating amendments before you today.

The first amendment increases the Mosquito Control Grant by $1,984,67 and increases corresponding contractual services expense line. This is a new grant award.

The second amendment increases the Vector Control Grant by $9,312.00 and increases corresponding contractual services expense line. This is a new grant award.

Staff recommends approval of these amendments.

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
863-773-3199

WEBSITE
hardeecountyfl.gov

OPERATING BUDGET AMENDMENTS 2024-2025

May 15, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-620-00	HC Mosquito Control Program	$ 37,749.00	$ 65,520.78	$ 1,984.67		$ 67,505.45	Increased budget for FDACS #31809 New Award
135-562-034-00	MCP Health Dept Contractual Svcs	$ 44,886.00	$ 72,657.78	$ 1,984.67		$ 74,642.45	
135-331-620-02	FDACS Grant Mosquito/Tick Control	$ -	$ -	$ 9,312.00		$ 9,312.00	Adding money to the budget for Vector Control Agreement #31856
135-562-034-02	FDACS Contractual Svcs Mosquito/Tick Control	$ -	$ -	$ 9,312.00		$ 9,312.00	

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

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CHAIR, DISTRICT 4

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To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: May 8, 2025

There are several capital amendments before you today all related to SCOP and SCRAP awards for Transportation Trust.

The first amendment increases the SCOP grant for County Road 663 and the related expense line by $358,664.19. The scope of work covers Goosepond Road to State Road 64. This amendment is bringing the remaining funds from fiscal year end 2024 into the current fiscal year 2025 budget.

The second amendment increases the same SCOP grant for County Road 663 and the related expense by $80,921. This amendment reflects a new supplemental agreement.

The third amendment increases the SCOP and SCRAP award for County Road 663 and related expense line by $139,077.03. The scope of work covers Desoto line to County Road 665. This amendment is bringing the remaining funds from fiscal year end 2024 into the current fiscal year 2025 budget.

The fourth amendment increases the same SCOP and SCRAP award for County Road 663 and the related expense by $284,519. This amendment reflects a new supplemental agreement.

The final amendment increases the SCRAP award for County Road 663 and the related expense line by $688.776.42. The scope of work covers County Road 665 to Goosepond Road. The amendment is bringing the remaining funds from fiscal year end 2024 into the current fiscal year 2025 budget.

Staff recommends approval of these amendments.

CAPITAL BUDGET AMENDMENTS 2024-2025

May 15, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
102-331-490-03	SCOP CR 663 445065	$ 2,307,780.00	$ 2,307,780.00	$ 358,664.19		$ 2,666,444.19	Contract #G2L00 Bring remaining funds from FYE 2024 into FY2025
102-541-363-36	CR663: Goosepond to SR64	$ 2,307,780.00	$ 2,307,780.00	$ 358,664.19		$ 2,666,444.19	
102-331-490-03	SCOP CR663 445065	$ 2,307,780.00	$ 2,666,444.19	$ 80,921.00		$ 2,747,365.19	Contract #G2L00 Supplemental agreement for an additonal $80,921
102-541-363-36	CR663: Goosepond to SR64	$ 2,307,780.00	$ 2,666,444.19	$ 80,921.00		$ 2,747,365.19	
102-334-490-25	SCOP SCRAP CR663 445070	$ 1,192,757.00	$ 1,192,757.00	$ 139,077.03		$ 1,331,834.03	Contract #G2L03 Bring remaining funds from FYE 2024 into FY2025
102-541-363-35	CR663: Desoto to CR 665	$ 1,192,757.00	$ 1,192,757.00	$ 139,077.03		$ 1,331,834.03	
102-334-490-25	SCOP SCRAP CR663 445070	$ 1,192,757.00	$ 1,331,834.03	$ 284,519.00		$ 1,616,353.03	Contract #G2L03 supplemental agreement for an additional $284,519
102-541-363-35	CR663 Desoto to CR 665	$ 1,192,757.00	$ 1,331,834.03	$ 284,519.00		$ 1,616,353.03	
102-334-490-26	SCRAP CR 663-45068	$ 1,257,623.00	$ 1,257,623.00	$ 688,776.42		$ 1,946,399.42	Contract #G2L06 Bring remaining funds from FYE2024 into FY2025
102-541-363-37	CR663: CR665 to Goosepond	$ 1,257,623.00	$ 1,257,623.00	$ 688,776.42		$ 1,946,399.42	

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 15, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**Sarah Johnston, County Attorney** - BOCC Workshop & Meeting Calendar Discussion
SUGGESTED ACTION:	- Board discretion.

ATTACHMENTS:
2025 BOCC Calendar.docx

2025 Hardee County Board of County Commissioners Calendar

Month	BoCC Workshop	BoCC Meeting
January	Thursday, January 2, 2025 @ 8:30am	Thursday, January 16, 2025 @ 8:30am
February	Thursday, February 6, 2025 @ 8:30am	Thursday, February 20, 2025 @ 8:30am
March	Thursday, March 6, 2025 @ 8:30am	Thursday, March 27, 2025 @ 8:30am
April	Thursday, April 3, 2025 @ 8:30am	Thursday, April 17, 2025 @ 8:30am
May	Thursday, May 1, 2025 @ 8:30am	Thursday May 15, 2025 @ 8:30am
June	Thursday, June 5, 2025 @ 8:30am	Thursday June 19, 2025 @ 8:30am
July	Monday, July 14, 2025 @ 8:30am	Thursday July 17, 2025 @ 8:30am
	Budget – Tuesday, July 15, 2025 @ 8:30am	
	Budget – Wednesday July 16, 2025 @ 8:30am	
August	Thursday, August 7, 2025 @ 8:30am	Thursday, August 21, 2025 @ 8:30am
September	Thursday, September 4, 2025 @ 8:30am	Thursday, September 25, 2025 @ 8:30am
		Budget – Tuesday, September 9, 2025 @ 5:05pm
		Budget – Tuesday, September 23, 2025 @ 5:05pm
October	Thursday, October 2, 2025 @ 8:30am	Thursday, October 16, 2025 @ 8:30am
November		Thursday, November 6, 2025 @ 8:30am
December	Thursday, December 4, 2025 @ 8:30am	Thursday, December 18, 2025 @ 8:30am