Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

October 2, 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
Deputy Clerk Joley Pleger

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

- Invocation provided by Pastor Smith, Faith Temple Church of God

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Tyiesha Ghent, Heartland for Children** - Safe Sleep Awareness Month

- Motion to approve the proclamation declaring October 2025 as Safe Sleep Awareness Month in Hardee County.

B. **Halley Addison, 4-H Program Assistant -** National 4-H Week Proclamation

- Motion to approve the proclamation declaring October 5-11, 2025, as National 4-H Week in Hardee County.

7. PRESENTATIONS

A. **Jessica Rossi, Kimley-Horn -** Corridor Study Progress Report

B. **Pastor Wendell Smith, Faith Temple Church of God**

8. CONSENT AGENDA

A. - Motion to approve Resolution 2025-82, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida project identification number 450321-1-54-01 with the Florida Department of Transportation for the design, construction, and construction engineering inspection (CEI) of County Road 664 from Doc Coil Road to County Road 663; providing for severability; and providing for an effective date.

B. - Motion to approve the acceptance of grant agreement HL303 with the State of Florida Department of Commerce for the Hardee County Multi-Governmental Complex in the amount of $20 million; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

C. - Motion to approve the acceptance of the Florida Department of Law Enforcement Award Agreement number MK011 in the amount of $25 million for the Hardee County Sheriff's Office Critical Facility Jail project; 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 acceptance of the Florida Department of Law Enforcement Award number MK012 for the Hardee County Sheriff's Office Critical Facility Administration Building in the amount of $3 million; authorization 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.

E. - Motion to ratify the submission and acceptance of the T-Mobile Hometown Grant application in the amount not to exceed $50,000; 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.

F. - Motion to approve the operating amendments as presented.

9. BUSINESS AGENDA - Action Items:

A. **Jorden Eisenstein, Planner I -** Pang Lee Minor Subdivision

- Motion to approve the Pang Lee minor subdivision and authorize the County Manager or Chair to sign any necessary documents in furtherance thereof.

10. BUSINESS AGENDA

A. Development Overlay Discussion

B. Resthaven Discussion

11. COUNTY MANAGER NON-CONSENT

12. COUNTY ATTORNEY

13. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

14. REMINDERS

- October 3, 2025 - Homecoming Parade at 2:30 p.m.
- October 9, 2025 - IDA Meeting at 8:30 a.m.
- October 14, 2025 - EOC Groundbreaking at 9:00 a.m.
- October 15, 2025 - Team Huddle at 8:00 a.m. at Civic Center
- October 16, 2025 - BOCC Meeting at 8:30 a.m.

15. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Tyiesha Ghent, Heartland for Children** - Safe Sleep Awareness Month

SUGGESTED ACTION:

- Motion to approve the proclamation declaring October 2025 as Safe Sleep Awareness Month in Hardee County.

ATTACHMENTS:

Proclamation - Safe Sleep Awareness.docx

PROCLAMATION
SAFE SLEEP AWARENESS MONTH

WHEREAS Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, moms and dads should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, local and national agencies such as Healthy Start Coalition, Early Steps, Florida Department of Health in Hardee County, Healthy Start Program, Healthy Families, Step Up Suncoast/P.A.T., Redlands Christian Migrant Association, East Coast Migrant Head Start, Department of Children and Family Services, and their partnering agencies educate Hardee County residents on safe sleep practices; and

WHEREAS, Hardee County Board of County Commissioners recognizes that infant unsafe sleeping is a public health issue in Hardee County and across the country, and together we can help by ensuring any person caring for a baby is using safe sleep practices

NOW, THEREFORE, be it resolved, that the Board of County Commissioners for Hardee County, Florida do hereby proclaim the month of October 2025, as Safe Sleep Awareness Month and extend their continued support for the efforts of local agencies to promote safe sleep practices in Hardee County.

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Proclamation
AGENDA SECTION:	**PROCLAMATIONS**
SUBJECT:	**Halley Addison, 4-H Program Assistant -** National 4-H Week Proclamation
SUGGESTED ACTION:	- Motion to approve the proclamation declaring October 5-11, 2025, as National 4-H Week in Hardee County.

ATTACHMENTS:
Proclamation - National 4-H Week.docx

PROCLAMATION
NATIONAL 4-H WEEK

WHEREAS, the youth of any community is its greatest natural resource and social problems concern our nation and threaten the future of our youth; and,

WHEREAS, connecting youth and adults to work together through volunteer service can bridge the differences that separate people and help solve social problems; and,

WHEREAS, the goal of 4-H is to provide opportunities for the youth in Florida in the areas of Leadership, Citizenship, and personal development; and,

WHEREAS, the 4-H program involves "*learn by doing"* experiences in more than one hundred subject matter areas covering the diverse interest of young people in both urban and rural settings; and,

WHEREAS, more than 8.5 million youth touch and enhance the lives of others during National 4-H week and throughout the year by doing good, by giving where there is a need, rebuilding what had been torn down, teaching where there was a desire to learn and inspiring those who had lost hope; and,

WHEREAS, 4-H is the largest youth organization in Florida today, while **Hardee County's** 4-H program numbers over 280 members and over 30 volunteers.

THEREFORE, BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** subscribing to the aim and objectives of 4-H and recognizing the importance of this youth development program of the ***FLORIDA COOPERATIVE EXTENSION SERVICE,*** do hereby proclaim the week of **OCTOBER 7th thru OCTOBER 12th, 2024, as NATIONAL 4-H WEEK IN HARDEE COUNTY.**

ADOPTED AND PASSED, this 2nd day of October in the year 2025, by the Board of County Commissioners of Hardee County, State of Florida.

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 7.A

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HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Jessica Rossi, Kimley-Horn -** Corridor Study Progress Report
SUGGESTED ACTION:	

AGENDA ITEM NO. 7.B

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HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Pastor Wendell Smith, Faith Temple Church of God**
SUGGESTED ACTION:	

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve Resolution 2025-82, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of Florida project identification number 450321-1-54-01 with the Florida Department of Transportation for the design, construction, and construction engineering inspection (CEI) of County Road 664 from Doc Coil Road to County Road 663; providing for severability; and providing for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:

Agenda Memo_CR664_DSFGA.pdf
Resolution 2025-XX-CR 664_ 450321-1_Draft State-Funded Grant Agreement.doc
Funding Agreement - Granicus.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: 450321-1-54-01 County Road 664 from Doc Coil Road to County Road 663 - State Funded Grant Agreement

DATE: October 2, 2025

The design, construction, and construction engineering inspection (CEI) of the County Road 664 from Doc Coil Road to County Road 663 project is funded by the Florida Department of Transportation (FDOT) in FY 2026 through their Small County Outreach Program (SCOP) in the amount of $4,659,585.00

Staff recommend Board approval of the State-Funded Grant Agreement so the county can proceed with the design and permitting phase of the CR 664 from Doc Coil to CR 663 project for FDOT review and approval through ERC.

RESOLUTION NO. 2025-82
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF FLORIDA PROJECT IDENTIFICATION NUMBER 450321-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING INSPECTION (CEI) OF THE COUNTY ROAD 664 FROM DOC COIL ROAD TO COUNTY ROAD 663; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the County is designated a small county meeting the requirements under the Small County Outreach Program ("SCOP") pursuant to section 339.2818, Florida Statutes; and the Small County Road Assistance Program ("SCRAP") pursuant to section 339.2816, Florida Statutes; and

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $4,659,585.00 in funds for the purpose of design, construction, and construction engineering inspection (CEI) of the County Road 664 from Doc Coil Road to County Road 663, as more particularly described in Project Identification Number 450321-1-54-01 ("FDOT State-Funded Grant Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design, construction, and construction engineering inspection (CEI) of the County Road 664 from Doc Coil Road to County Road 663, Project ID No. 450321-1-54-01 and authorize the County Manager to sign the FDOT State-Funded Grant Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

NOW, THEREFORE, BE IT RESOLVED by the BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, that:

Section 1. Recital. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 450321-1-54-01 for up to $4,659,585.00 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 2nd day of October 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

(SEAL)

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah L. Johnston
Bryant Miller Olive P.A.
County Attorney

Docusign Envelope ID: CC58CD2E-C608-44FB-927E-1F9C935CD1F2

STATE-FUNDED GRANT AGREEMENT

FPN: 450321-1-54-01	Fund: SCOP	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 06 - Hardee	Contract No:	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Hardee, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert ALN Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and construction engineering inspection of the County Road 664 from Doc Coil Road to County Road 663, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 06/30/2031. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $4,659,585.00 (Four Million Six Hundred Fifty-Nine Thousand Five-Hundred Eighty-Five Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $4,659,585.00 (Four Million Six Hundred Fifty-Nine Thousand Five-Hundred Eighty-Five Dollars and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. 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 five 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 Recipient'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.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, 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 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

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. 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 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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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.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. 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.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor 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 contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

DS

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 450321-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 5.338 Miles / 0.000 to 5.338

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Hardee County in connection with the design, construction, and CEI for County Road 664 from Doc Coil Road to County Road 663, approximately 28,185 feet. Associated safety and drainage improvments will also be addressed, as appropriate. The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes.
2. Maintain existing traffic during the entire construction period.
3. Construct or Reconstruct, as appropriate, sideroad and driveway turnouts.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Obtain a minimum pavement design, for resurfacing design, include minimum milling depth.
6. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, enviromental permits and other necessary documents.
7. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
8. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall profesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
9. Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
10. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
11. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

12. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide, upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by Decemeber 31, 2027
b) Right-of-Way to be certified by December 31, 2027
c) Construction contract to be let by June 30, 2029
d) Construction to be completed by June 30, 2031

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	450321-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **54**	Maximum Department Participation (GRSC)	$4,186,334.00	$	$4,186,334.00	☐ In-Kind ☐ Cash
FY: **54**	Maximum Department Participation (SCOP)	$473,251.00	$	$473,251.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$4,659,585.00 100.00%	$ 0.00 %	$4,659,585.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$4,659,585.00	$ 0.00	$4,659,585.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
09/09/2025 | 8:48 AM EDT

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and HARDEE COUNTY

PROJECT DESCRIPTION:County Road 664 from Doc Coil Road to County Road 663

FPID#: 450321-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

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1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☒ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☐ Insert Program Name, Insert ALN Number

***Award Amount:** $4,659,585.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

AGENDA ITEM NO. 8.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the acceptance of grant agreement HL303 with the State of Florida Department of Commerce for the Hardee County Multi-Governmental Complex in the amount of $20 million; 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 - HL303.pdf
Agreement_HL303_-_Hardee_County_Board_of_Cou.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

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

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: HL303 – Multi-Government Complex

Date: October 2, 2025

The Hardee County Grants Management department has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Commerce for the Multi-Government Complex, for fiscal year 2025-2026 funding.

The total funds received are for an amount not to exceed $20,000,000.00. No cash match is required.

These funds will be utilized for the design and construction of a multi-use government complex in a central location to streamline all county government services.

Staff requests approval of the award agreement number HL303.

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL303 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a local government ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6- Total Compensation Paid to Non-Profit Personnel Using State Funds

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2025 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2027 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to $20,000,000.00 in consideration for Grantee's performance under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof

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(including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt

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and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

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6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

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5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar 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) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce 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 FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's

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business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner,

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Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents that subcontractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

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N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S. (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number,

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description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.

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The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

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C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

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2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce 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

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sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or 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 them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Hardee County Board of County Commissioners	Lorie Ayers
412 West Orange Street, Room: 204	412 West Orange Street, Room 201
Wauchula, FL, 33873	Wauchula, FL 33873
(863) 773-3199	(863) 773-6349
	lorie.ayers@hardeecountyfl.gov

Commerce's Agreement Manager:

Beth Frost
107 East Madison Street
Tallahassee, FL 32399
(850) 245-7474
beth.frost@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, F.A.C.

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EE. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

If applicable and in accordance with section 787.06, F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee under penalty of perjury attesting that Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE	**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**
By	**By**
Signature	Signature
Title	**Title**
Date	**Date**

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2025-2026 General Appropriations Act, Chapter 2025-198, Laws of Florida, line item 2112A, appropriated Twenty Million Dollars and Zero Cents ($20,000,000.00) to the Hardee County Board of County Commissioners for design and construction of a multi-use government complex, adjacent to the Emergency Operations Center, in a central location to streamline all county government services. The current facilities are housed in older buildings that do not meet accessibility and fire safety codes, and the new facility will allow for greater accessibility.

B. **GRANTEE RESPONSIBILITIES**:

1. Complete construction of multi-use government complex. Tasks shall include:

   a. Preliminary engineering
   b. Architectural design
   c. Bidding process
   d. Permitting
   e. Engineering during construction
   f. Construction

B. **COMMERCE'S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

C. **DELIVERABLES:** Grantee agrees to provide the following services as specified:

Deliverable Number	Tasks	Minimum Level of Service	Financial Consequences	Amount
1	Complete tasks in accordance with Section B.1 of this Scope of Work.	Grantee may request reimbursement upon submission of 30% design plans. Thereafter, Grantee may request reimbursement upon submission of any of the following to evidence project progress/ completion: • 60% Design Plans; • 90% Design Plans; • Copy of executed agreement with selected contractor; • Copy of permits • Construction in the following increments: o 10% complete o 20% complete o 30% complete o 40% complete	Failure to meet the Minimum Level of Service shall result in non-payment.	$20,000,000.00

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		o 50% complete o 60% complete o 70% complete o 80% complete o 90% complete o 100% complete o Percentage of completion shall be evidenced by submission of AIA G702/G703 forms, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete; All invoices shall be in accordance with Section F of this Scope of Work and shall be accompanied by a copy of the Minority and Service-Disabled Veterans Business Enterprise Report in accordance with Section E.2 of this Scope of Work.		
TOTAL AMOUNT NOT TO EXCEED: $20,000,000.00				

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.

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3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Total Compensation for Executive Leadership Annual Report, if applicable: The Grantee shall submit a Total Compensation for Executive Leadership Annual Report (Attachment 5) within **90 calendar days** of the close of Grantee's fiscal year. Total compensation includes salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout information for the Grantee's executive leadership team(s). Information must be completed in the Subrecipient Enterprise Resource Application (SERA).

   All compensation reports must:
   - Indicate what percentage of the reported compensation comes directly from State, Federal, and Other awards.
   - Include the percentage allocation of State and/or Federal funds relative to the Grantee's total budget.
   - Provide a detailed percentage breakout between State and Federal funding sources.

   Grantee's IRS Form 990 must be submitted to Commerce no later than **March 31st**. If the Grantee has requested and received a submittal extension for their IRS Form 990 or if the scheduled submittal date falls after March 31st, Grantee must submit and report compensation data using the **prior fiscal year's Form 990**.

   The Grantee must inform Commerce of any changes in total executive compensation between annual reports within **60 calendar days** of the change.

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget

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appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;

- **b.** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
- **c.** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
- **d.** Before and after photographs of the completed work;
- **e.** A copy of all supporting documentation for vendor payments;
- **f.** A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);
- **g.** A copy of the cancelled check(s) specific to the project and a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts, etc.).

3. Commerce may require any other information from Grantee that Commerce deems necessary to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's SERA. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2025, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide with each quarterly report updates on the positive return on investment to the State that results from the Grantee's project and its use of monies provided under this Agreement.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

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 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce 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 Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $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 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 other than federal entities).

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) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce 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 Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit

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complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the 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.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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 (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

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Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project **- FLORIDA DEPARTMENT OF COMMERCE, 40.038 - Division of Housing and Community Development/ $20,000,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is Yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If Yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart f, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____	_____
Signature of Authorized Representative	Date
_____	_____
Printed Name of Authorized Representative	Title of Authorized Representative

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ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
$0.00

MBE Participation Amount: **MBE Percentage**
$0.00

DV Participation Amount: **DV Percentage**
$0.00

Contract Vendor Invoice # 0 **Date (mm dd, yyyy**

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** **Certified MBE:** **H** - African American **I** - Hispanic **J** - Asian/Hawaiian **K** - Native American **M** - American Women

** **Non-Certified MBE:** **N** - African American **O** - Hispanic **P** - Asian/Hawaiian **Q** - Native American **R** - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* **Certified V:** **W** - Veteran Business * **Non-Certified V:** **Y** - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

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Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name:_____
Fiscal Year End (Month-Year):_ _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

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ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	
Invoice Number	
Invoice Period	

Line Item Budget Category	Total Amount Allocated	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			
Amount Paid to Date			

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

Name:	
Signature:	
Title:	
Date:	

AGENDA ITEM NO. 8.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the acceptance of the Florida Department of Law Enforcement Award Agreement number MK011 in the amount of $25 million for the Hardee County Sheriff's Office Critical Facility Jail project; 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 - MK011.pdf
MK011 - Hardee County BOC - Contract Agreement.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

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

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: MK011 – HCSO Critical Facility Jail Project

Date: October 2, 2025

The Hardee County Grants Management department has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Law Enforcement for the Hardee County Sheriff's Office Critical Facility Jail Project, for fiscal year 2025-2026 funding.

The total funds received are for an amount not to exceed $25,000,000.00. No cash match is required.

These funds will be utilized for the planning, design, and construction of a new Hardee County Jail facility.

Staff requests approval of the award agreement for award number MK011.

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Hardee County Board of County Commissioners

AWARD AGREEMENT

Award Number:	MK011
Project Title:	HCSO Critical Facility Jail Project
Project Period:	07/01/2025-06/30/2026
Award Funds:	$25,000,000.00
FLAIR Vendor ID:	596000632
CSFA Number:	71.172

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and the Hardee County Board of County Commissioners ("Recipient"). The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has the authority pursuant to a single, nonrecurring appropriation in the General Appropriations Act, to provide state financial assistance funds ("Award Funds") to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive Award Funds and to perform the tasks identified herein in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

In accordance with Line 1182B of the General Appropriations Act for the 2025-2026 State fiscal year, $25,000,000.00 in nonrecurring fixed capital outlay funds from the General Revenue Fund shall be provided to Hardee County Board of County Commissioners for the HCSO Critical Facility Jail Project, (SF 3245) (HF 2373), for allowable costs incurred during the project period.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix E – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

The Recipient will use funds for the planning, design, and construction of a new Hardee County Jail facility. The current Hardee County Jail, built in 1993, no longer meets the needs of HCSO or the citizens of Hardee County. The new jail facility will be larger, more secure, safer for first responders and law enforcement personnel, and will provide space for the rehabilitation of offenders through substance abuse programs, mental health programs, and educational opportunities.

Specific tasks or activities associated with this project are TBD until third-party vendors have been selected. The Recipient will provide copies of executed agreements with each third-party vendor to the Department as the project proceeds in order to amend the Scope of Work.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA FCO Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/15/2025	**7**	1/1/2026 – 1/31/2026	2/15/2026
2	8/1/2025 – 8/31/2025	9/15/2025	**8**	2/1/2026 – 2/28/2026	3/15/2026
3	9/1/2025 – 9/30/2025	10/15/2025	**9**	3/1/2026 – 3/31/2026	4/15/2026
4	10/1/2025 – 10/31/2025	11/15/2025	**10**	4/1/2026 – 4/30/2026	5/15/2026
5	11/1/2025 – 11/30/2025	12/15/2025	**11**	5/1/2026 – 5/31/2026	6/15/2026
6	12/1/2025 – 12/31/2025	1/15/2026	**12**	6/1/2026 – 6/30/2026	7/15/2026

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on OCJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable. To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/30/2025	**7**	1/1/2026 – 1/31/2026	2/28/2026
2	8/1/2025 – 8/31/2025	9/30/2025	**8**	2/1/2026 – 2/28/2026	3/30/2026
3	9/1/2025 – 9/30/2025	10/30/2025	**9**	3/1/2026 – 3/31/2026	4/30/2026
4	10/1/2025 – 10/31/2025	11/30/2025	**10**	4/1/2026 – 4/30/2026	5/30/2026
5	11/1/2025 – 11/30/2025	12/30/2025	**11**	5/1/2026 – 5/31/2026	6/30/2026
6	12/1/2025 – 12/31/2025	1/30/2026	**12**	6/1/2026 – 6/30/2026	7/31/2026

If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Cash Advances

If cost-reimbursement would result in financial hardship for the Recipient, a cash advance for the immediate payment of an invoice or immediate procurement of equipment/supplies may be requested. Contact the Department Grant Manager for more information if an advancement of funds is necessary.

Limitations: Cash advance requests shall be limited to no more than 25% of the total award amount unless the need for additional funding is clearly justified on the request form. Multiple cash advances are allowed; however, the Department shall not issue more than one advance at a time. Cash advances must be utilized for the approved purpose within thirty (30) days of receipt of the funds via check/warrant or EFT. The Recipient shall obtain proof of payment and reconcile the advance with the Department within forty-five (45) days of receipt of the funds via check/warrant or EFT. Any amount of funds not utilized for the intended purpose must be refunded to the Department prior to the receipt of additional funding.

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the

Recipient. The Recipient may request modifications to the Agreement by submitting a request in writing to the Department Grant Manager. The request shall include a detailed description of any change to project tasks, activities, outcomes, deliverables, services, and/or costs. Costs incurred prior to obtaining written pre-approval from the Department Grant Manager are incurred at the risk of the costs being determined as ineligible for reimbursement.

FCO awards may be extended on a case-by-case basis. Contact the FDLE Grant Manager if an extension is necessary.

Award Contacts

Changes to the following points of contact and/or chief officials below must be submitted to FDLE Bureau of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Lorie Ayers
Title: General Services Director
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-6349
Email: lorie.ayers@hardeecountyfl.gov

Recipient Chief Official

Name: Russell Melendy
Title: Chairman
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-9430
Email: russell.melendy@hardeecountyfl.gov

Recipient Chief Financial Officer

Name: Diane Moore
Title: Budget Manager
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-6349
Email: diane.moore@hardeecountyfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Elizabeth Halvorson
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: (850) 617-1259
Email: elizabethhalvorson@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Hardee County Board of County Commissioners

Signature: _____

Typed Name and Title: Russell Melendy, Chairman

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A - Special Conditions

Award Number: MK011
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Jail Project
Project Period: 07/01/2025-06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Consultants/Contracts, the Recipient must provide a copy of the executed agreement with the selected third-party vendor, a completed DFS-A2-NS form for the selected third-party vendor, and documentation confirming the third-party vendor is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.
W0002	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Consultants/Contracts, the Recipient must contact the Department to provide specific details about project activities and costs to amend the scope of work and budget.
W0003	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must provide a copy of the executed agreement with the selected third-party vendor, a completed DFS-A2-NS form for the selected third-party vendor, and documentation confirming the vendor is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.
W0004	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must contact the Department to provide specific details about project activities and costs to amend the scope of work and budget.
S0005	The Recipient must ensure all third-party agreements related to this award comply with the requirements specified in sections 215.97(7)(a) and (d), and 448.095, Florida Statutes.

Appendix B – Deliverables

Award Number: MK011
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Jail Project
Project Period: 07/01/2025-06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The Recipient will use funds to contract with third-party vendors to provide planning, design, engineering, and project management services for the Hardee County Jail project.
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request and the supporting documentation outlined in Appendix C.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $1,625,000.00

Deliverable 2	The Recipient will use funds to pay for a general contractor to construct the Hardee County Jail facility.
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request and the supporting documentation outlined in Appendix C
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $23,375,000.00

Appendix C – Approved Budget

Award Number: MK011
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Jail Project
Project Period: 07/01/2025-06/30/2026

Budget Category	Total
F. Consultants/Contracts	$1,625,000.00
G. Construction	$23,375,000.00
TOTAL	**$25,000,000.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

F. Consultants/Contracts

$1,625,000.00 is allocated to contract with a third-party to provide planning, design, and engineering services for the Hardee County Jail.

Specific activities and costs for these services are TBD until a vendor has been selected and an executed copy of the agreement has been provided to the Department.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices, proof of payment, and copies of all documentation required by the Recipient to verify the minimum performance criteria has been met.

G. Construction

$23,375,000.00 is allocated to contract with a third-party to construct the Hardee County Jail.

Specific activities and costs for these services are TBD until a vendor has been selected and an executed copy of the agreement has been provided to the Department.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices, proof of payment, and copies of all documentation required by the Recipient to verify the minimum performance criteria has been met.

Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
    a. The Department at the following email address:

        Electronic copy:
        OCJGSFA@fdle.state.fl.us

    b. The Auditor General's Office at each of the following addresses:

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

        and

        Paper (hard copy):
        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	HCSO Critical Facility Jail Project
CSFA Number	71.172
Award Number	MK011
Award Amount	$25,000,000.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award MK011 are outlined in the award agreement.

Appendix E – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. Conflict of Interest: This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.
e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

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

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statute.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to

do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection H, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

AGENDA ITEM NO. 8.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the acceptance of the Florida Department of Law Enforcement Award number MK012 for the Hardee County Sheriff's Office Critical Facility Administration Building in the amount of $3 million; authorization 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 - MK012.pdf
MK012 - Hardee County BOC - Contract Agreement.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

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

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: MK012 – HCSO Critical Facility Administration Building

Date: October 2, 2025

The Hardee County Grants Management department has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Law Enforcement for the Hardee County Sheriff's Office Critical Facility Administration Building, for fiscal year 2025-2026 funding.

The total funds received are for an amount not to exceed $3,000,000.00. No cash match is required.

These funds will be utilized for the continuation of the construction project for the Hardee County Sheriff's Office Administrative Office Building.

Staff requests approval of the award agreement for award number MK012.

Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
Hardee County Board of County Commissioners

AWARD AGREEMENT

Award Number:	MK012
Project Title:	HCSO Critical Facility Administration Building
Project Period:	07/01/2025-06/30/2026
Award Funds:	$3,000,000.00
FLAIR Vendor ID:	596000632
CSFA Number:	71.096

THIS AWARD AGREEMENT ("Agreement") is made and entered into by and between the Florida Department of Law Enforcement ("Department" or "FDLE") and the Hardee County Board of County Commissioners ("Recipient"). The Department and the Recipient are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, the Department has the authority pursuant to a single, nonrecurring appropriation in the General Appropriations Act, to provide state financial assistance funds ("Award Funds") to the Recipient; and

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive Award Funds and to perform the tasks identified herein in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

In accordance with Line 1182B of the General Appropriations Act for the 2025-2026 State fiscal year, $3,000,000.00 in nonrecurring fixed capital outlay funds from the General Revenue Fund shall be provided to Hardee County Board of County Commissioners for the HCSO Critical Facility Administration Building project, (SF 3091) (HF 2372), for allowable costs incurred during the project period.

Schedule of Appendices

This award is subject to the terms and conditions outlined in the following sections of the Agreement:

Appendix A – Special Conditions
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance
Appendix E – Standard Terms and Conditions

Award Management

This state financial assistance award shall be managed in AmpliFund, FDLE's electronic grant management system. The Recipient Grant Manager shall be responsible for obtaining a login to AmpliFund by contacting the Lead Recipient for their agency. Contact the Department Grant Manager for assistance if your agency does not have an account with AmpliFund or if the Lead Recipient is unknown.

Scope of Work

Line 1182B of the FY2025-26 General Appropriations Act provides nonrecurring funds to the Hardee County Board of Commissioners for the Hardee County Sheriff's Office (HCSO) Critical Facility Administration Building project. Funding will be utilized by the Recipient for the continuation of the project outlined in FY23-24 FCO award #3W014 (project period 7/1/2023 – 6/30/2026) and FY24-25 FCO award #TJ010 (project period 7/1/2024 – 6/30/2026) for the construction of the Hardee County Sheriff's Office Administrative Office building.

Funding for this award will be used for the continuation of construction services after the previous award balances have been exhausted. Specific tasks or activities associated with this project are TBD until third-party vendors have been selected. The Recipient will provide copies of executed agreements with each third-party vendor to the Department as the project proceeds in order to amend the Scope of Work.

Specific deliverables are outlined in **Appendix B.** Allowable costs are outlined in **Appendix C.**

Performance Reports

The Recipient shall be responsible for submitting monthly **SFA FCO Performance Reports** to the Department on the award record in AmpliFund, attesting to the progress made towards the completion of deliverables (**Appendix B**) during each calendar month of the project period (the "Reporting Period"). These reports are due no later than fifteen (15) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/15/2025	**7**	1/1/2026 – 1/31/2026	2/15/2026
2	8/1/2025 – 8/31/2025	9/15/2025	**8**	2/1/2026 – 2/28/2026	3/15/2026
3	9/1/2025 – 9/30/2025	10/15/2025	**9**	3/1/2026 – 3/31/2026	4/15/2026
4	10/1/2025 – 10/31/2025	11/15/2025	**10**	4/1/2026 – 4/30/2026	5/15/2026
5	11/1/2025 – 11/30/2025	12/15/2025	**11**	5/1/2026 – 5/31/2026	6/15/2026
6	12/1/2025 – 12/31/2025	1/15/2026	**12**	6/1/2026 – 6/30/2026	7/15/2026

Failure to submit performance reports by the due date may result in a withholding of future payments. Performance information provided by the Recipient will be used by the Department to compile reports for the Florida Legislature. Documentation to support the successful completion of performance must be maintained by Recipient and made available to the Department upon request. Examples of supporting documentation include but are not limited to: timesheets, activity logs, agendas, itineraries, delivery confirmations, public announcements, sign-in rosters, lesson plans, PowerPoint presentations, etc.

Financial Reports

The Recipient shall be responsible for entering individual **Expenses** on the award record in AmpliFund throughout the project period as costs are incurred. Detailed instructions are available on OCJG's website: Expense Entry, Reporting Period, and Payment Request Guide. The description field for each expense must clearly identify: the name of the item or service, the quantity, the unit cost, the method of payment (check, EFT, or credit card), and the dates of service, if applicable.

Budget Reporting Periods (and **Payment Requests**** if applicable) are due on a monthly basis no later than thirty (30) days after the end of each reporting period as follows:

#	Reporting Period	Due Date	#	Reporting Period	Due Date
1	7/1/2025 – 7/31/2025	8/30/2025	**7**	1/1/2026 – 1/31/2026	2/28/2026
2	8/1/2025 – 8/31/2025	9/30/2025	**8**	2/1/2026 – 2/28/2026	3/30/2026
3	9/1/2025 – 9/30/2025	10/30/2025	**9**	3/1/2026 – 3/31/2026	4/30/2026
4	10/1/2025 – 10/31/2025	11/30/2025	**10**	4/1/2026 – 4/30/2026	5/30/2026
5	11/1/2025 – 11/30/2025	12/30/2025	**11**	5/1/2026 – 5/31/2026	6/30/2026
6	12/1/2025 – 12/31/2025	1/30/2026	**12**	6/1/2026 – 6/30/2026	7/31/2026

To submit a request for reimbursement in AmpliFund, the Recipient must complete the following three steps in order:

1. Enter Expenses on the award record.
2. Close out a Budget Reporting Period.
3. Submit a Payment Request.

If no expenses were incurred during the reporting period, a payment request is not required. However, the Recipient should close out the associated Budget Reporting Period.

Supporting documentation to substantiate costs charged to the award must be uploaded to AmpliFund and redacted to protect any PII as necessary. A list of the specific supporting documentation required for payment is listed in **Appendix C.** All Payment Requests shall be reviewed and audited to the satisfaction of the Department, and additional supporting documentation may be requested by the Department Grant Manager. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, fee schedules, etc.

The final Payment Request shall be submitted to the Department no later than **July 31, 2026**. Any payment due under the terms of this agreement may be withheld until all required reports have been received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the award must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with the terms and conditions of the Agreement may result in financial consequences, including but not limited to: disallowances of payment, forfeiture of funds, and/or termination of the Agreement.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. The Department's determination of acceptable expenditures shall be conclusive.

This is a cost-reimbursement agreement. Award funds will be distributed to the Recipient in conjunction with the receipt and review of a Payment Request and all required supporting documentation. Payment Requests must be submitted in AmpliFund by the Recipient Grant Manager, Recipient CFO, or other authorized representative. By submitting a payment request, the Recipient certifies that all costs claimed for reimbursement have been incurred in accordance with the terms and conditions of the Agreement.

Payments will be disbursed in the form of paper check or warrant in accordance with section 215.422, F.S. Recipients may elect to receive direct deposit (EFT) payments by mailing a Direct Deposit Authorization Form to the Department of Financial Services (DFS). This form may be obtained on the DFS website at https://www.myfloridacfo.com/division/aa/vendors. Questions about enrolling in direct deposit shall be addressed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517 or DirectDeposit@MyFloridaCFO.com.

Recipients may review their payment history by searching the "Vendor Payment History" website maintained by DFS at https://fs.fldfs.com/dispub2/cvnhphst.htm. Instructions for searching this website may be found at: https://www.myfloridacfo.com/division/aa/training/vendors-providers under "Job Aids".

Cash Advances

If cost-reimbursement would result in financial hardship for the Recipient, a cash advance for the immediate payment of an invoice or immediate procurement of equipment/supplies may be requested. Contact the Department Grant Manager for more information if an advancement of funds is necessary.

Limitations: Cash advance requests shall be limited to no more than 25% of the total award amount unless the need for additional funding is clearly justified on the request form. Multiple cash advances are allowed; however, the Department shall not issue more than one advance at a time. Cash advances must be utilized for the approved purpose within thirty (30) days of receipt of the funds via check/warrant or EFT. The Recipient shall obtain proof of payment and reconcile the advance with the Department within forty-five (45) days of receipt of the funds via check/warrant or EFT. Any amount of funds not utilized for the intended purpose must be refunded to the Department prior to the receipt of additional funding.

Amendments

The Department may amend or modify the Agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of all such changes will be provided to the Recipient. The Recipient may request modifications to the Agreement by submitting a request in writing to the Department Grant Manager. The request shall include a detailed description of any change to project tasks, activities, outcomes, deliverables, services, and/or costs. Costs incurred prior to obtaining written pre-approval from the Department Grant Manager are incurred at the risk of the costs being determined as ineligible for reimbursement.

FCO awards may be extended on a case-by-case basis. Contact the Department Grant Manager if an extension is necessary.

Award Contacts

Changes to the following points of contact and/or chief officials below must be submitted to FDLE Bureau of Criminal Justice Grants in writing.

Recipient Grant Manager

Name: Lorie Ayers
Title: General Services Director
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-6349
Email: lorie.ayers@hardeecountyfl.gov

Recipient Chief Official

Name: Russell Melendy
Title: Chairman
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-9430
Email: russell.melendy@hardeecountyfl.gov

Recipient Chief Financial Officer

Name: Diane Moore
Title: Budget Manager
Address: 412 West Orange Street, Room 201
Wauchula, FL 33873
Phone: (863) 773-6349
Email: diane.moore@hardeecountyfl.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Elizabeth Halvorson
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: (850) 617-1259
Email: elizabethhalvorson@fdle.state.fl.us

Award Signatures

In witness thereof, the duly authorized representatives of both Parties sign this Agreement to affirm and warrant they understand the terms and conditions set forth in the Agreement, including all of the attached Appendices, as of the month, day, and year set out below.

Modifications to this page, including strikeovers or whiteout, are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient
Hardee County Board of County Commissioners

Signature: _____

Typed Name and Title: Russell Melendy, Chairman

Date: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: _____

Typed Name and Title: _____

Date: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Appendix A - Special Conditions

Award Number: MK012
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Administration Building
Project Period: 07/01/2025-06/30/2026

This Agreement is subject to the Special Conditions set forth below, in addition to the Standard Terms and Conditions outlined in **Appendix E**.

Condition No.	Condition Language
W0001	WITHHOLDING OF FUNDS: This project is a continuation of FY23-24 SFA award 3W014 and FY24-25 SFA award TJ010. Prior to the drawdown of funds for this award, the previous award balances must be exhausted.
W0002	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must provide a copy of the executed agreement with the selected third-party vendor, a completed DFS-A2-NS form for the selected third-party vendor, and documentation confirming the vendor is registered with and uses the E-Verify system in accordance with Section 448.095(5), F.S.
W0003	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for Construction, the Recipient must contact the Department to provide specific details about project activities and costs to amend the scope of work and budget.
S0004	The Recipient must ensure all third-party agreements related to this award comply with the requirements specified in sections 215.97(7)(a) and (d), and 448.095, Florida Statutes.

Appendix B – Deliverables

Award Number: MK012
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Administration Building
Project Period: 07/01/2025-06/30/2026

The total amount paid for these deliverables will not exceed the total amount of the award.

Deliverable 1	The recipient will use funds to pay a general contractor to construct the Hardee County Sheriff's Office Administrative Office Building.
Minimum Performance Criteria:	Minimum performance will be the completion of at least one project activity outlined in the agreement between the Recipient and the third-party. Documentation required for payment includes an attestation of activities completed through the submission of the payment request and the supporting documentation outlined in Appendix C.
Financial Consequences:	Failure to meet minimum performance criteria will result in the disallowance of costs.
Deliverable Price:	Total payments for this deliverable will be approximately $3,000,000.00

Appendix C – Approved Budget

Award Number: MK012
Recipient: Hardee County Board of County Commissioners
Project Title: HCSO Critical Facility Administration Building
Project Period: 07/01/2025-06/30/2026

Budget Category	Total
G. Construction	$3,000,000.00
TOTAL	**$3,000,000.00**

Standard Budget Terms

(a) All expenditures of state financial assistance must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the project. The Department's determination of allowability shall be conclusive.

(b) The Department shall disallow payment of any costs with an uncleared "Withholding of Funds" condition (**Appendix A**). Payment shall be withheld until the requirements of the condition have been met and the condition has been cleared with an amendment.

(c) This is a cost-reimbursement award. Proof of payment is required for all expenditures. Acceptable forms of proof of payment include: copies of processed checks, front and back; credit card statements showing a charge has posted to the account; or bank statements showing funds have been withdrawn from an account.

(d) Invoices for goods must include, for each item: a name/description, number of units, and cost per unit. Invoices for services must contain the dates of service, description of services, number of units, and cost per unit.

(e) Sensitive or personally identifying information (PII) such as home addresses and social security numbers must be redacted from supporting documentation.

(f) All quantities, rates, and costs listed below are estimates based on the information available at the time of application or amendment.

G. Construction

$3,000,000 are allocated for the continuation of construction services for the Hardee County Sheriff's Office Administrative Office Complex project, previously funded under awards 3W014 and TJ010.

**Specific activities and costs for these services are TBD until a vendor has been selected and a fully executed agreement has been provided to the Department.

The following documentation shall be provided to the Department with each payment request to substantiate costs charged to the grant: itemized invoices, proof of payment, and copies of all documentation required by the Recipient to verify the minimum performance criteria has been met. This may include, but is not limited to: timesheets, payroll registers, invoices, activity logs, case logs, sign-in sheets, travel itineraries, certificates of completion, and/or proof of payment.

Appendix D – Audit Requirements for Awards of State and Federal Financial Assistance

The administration of resources awarded by the Department of Law Enforcement ("Department") to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local

governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the Department that are solely a matter of Department policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, the Department may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the Department must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov/) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:
    a. The Department at the following email address:

        Electronic copy:
        OCJGSFA@fdle.state.fl.us

    b. The Auditor General's Office at each of the following addresses:

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

        and

        Paper (hard copy):
        Auditor General
        Local Government Audits/342
        Claude Pepper Building, Room 401
        111 West Madison Street
        Tallahassee, Florida 32399-1450

3. Documentation required by Part III of this form, if applicable, shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.
4. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

FEDERAL RESOURCES: N/A

STATE RESOURCES:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. **Matching Resources for Federal Programs: N/A**
2. **Subject to section 215.97, F.S:**
   - **A. State Project:**

State Awarding Agency	State of Florida, Department of Law Enforcement
State Project Title	HCSO Critical Facility Administration Building
CSFA Number	71.096
Award Number	MK012
Award Amount	$3,000,000.00

3. **Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:**
   - **A. State Project:** The compliance requirements for Award MK012 are outlined in the award agreement.

Appendix E – Standard Terms and Conditions

The following terms and conditions will be binding upon the execution of this Agreement between the Department and the Recipient. In the event that any of the information provided in this Appendix changes after the execution of this Agreement, the Department shall provide written notice of such changes to the Recipient. A formal amendment to the Agreement is not required.

SECTION I: GOVERNING LAWS OF THE STATE OF FLORIDA

This Agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations in accordance with the terms and conditions of this Agreement.

A. Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

B. Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

C. Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this Agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

D. Sponsorship: If the Recipient is a nongovernmental organization (a nonprofit or for-profit) that sponsors a program that is financed wholly or in part by State funds, including funds obtained through this Agreement, it shall, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

E. Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines, section 112.061, F.S.

F. Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

G. E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or

county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

H. Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of chapter 435, F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

I. Non-Disclosure Agreements: Recipients may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud, or abuse in accordance with law to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if it is informed or notified that any subrecipient or vendor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so by the Department.

J. Disputes and Appeals: Unless otherwise stated in this Agreement, disputes concerning performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

K. Insurance: The Recipient shall provide and maintain at all times during this Agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Recipient's performance of work under this Agreement. The limits of coverage shall not be interpreted as limiting the Recipient's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this Agreement. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of the Agreement.

L. Intellectual Property Rights: Where activities supported by this Agreement result in the creation of intellectual property rights, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

M. Prohibited Vendor Lists: The Recent may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any of these lists, the Department may unilaterally terminate this Agreement. These lists are maintained by the Department of Management Services on their website: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

1. The "Convicted Vendor List", pursuant to section 287.133, F.S.
2. The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
3. The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
4. The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
5. The "Suspended Vendor List", pursuant to section 287.1351, F.S.
6. The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

SECTION II: FUNDING AND PAYMENT CONSIDERATIONS

A. Funding Requirements: Pursuant to section 215.971(1), F.S.:

1. The Recipient may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the project period.
2. The Recipient shall refund to the Department any balance of unobligated funds that were advanced or paid to the Recipient.
3. The Recipient shall refund to the Department all funds received in excess of the amount to which the Recipient or its subrecipients are entitled under the terms and conditions of this Agreement.

B. Compensation: This is a cost-reimbursement agreement. This Agreement shall not exceed the award amount, and payment shall only be issued by the Department after acceptance of the Recipient's performance as set forth by the terms and conditions of this Agreement. The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

C. Payment Process: Subject to the terms and conditions established in this Agreement, the Department agrees to pay the Recipient in accordance with section 215.422, F.S.

D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the State. While enrollment is not required, the Recipient may choose to enroll by submitting an authorization form to the Department of Financial Services. Copies of the authorization form and a sample blank enrollment letter may be obtained at: https://www.myfloridacfo.com/division/aa/vendors. Once enrolled, payments under this Agreement will be made by EFT. Questions about the enrollment process should be directed to the EFT section of the Department of Financial Services at (850) 413-5517.

E. Financial Management: The Recipient agrees to maintain all financial records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds for each award, project, and/or subrecipient. The Recipient must provide copies of their general ledgers and schedule of accounts to the Department upon request for monitoring purposes.

F. Expenditures: All expenditures must be in compliance with the laws, rules, and regulations applicable to the expenditure of State funds, including, but not limited to, the Reference Guide for State Expenditures maintained by the Department of Financial Services.

G. Taxes: The Department is exempt from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Recipient, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Recipient be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Recipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this agreement.

H. Invoices: Invoices submitted to the Department as supporting documentation for payment must fulfill all of the requirements for invoices outlined in the Reference Guide for State Expenditures These requirements are summarized in Appendix C of this Agreement.

I. Advance Payments: While this is primarily a cost-reimbursement agreement, the Recipient may be eligible to receive an advancement of funds (a cash advance) for immediate payables. The Recipient shall provide written justification for imminent need of funding to the Department Grant Manager, accompanied by the invoice(s) to be paid. The Recipient will be notified of the Department's decision to approve or deny the request in writing. If approved, advanced funds must be utilized to pay the approved invoice(s) within thirty (30) days of receipt of the funds via check/warrant or EFT. The cash advance must be reconciled with the Department within forty-five (45) days of receipt of the funds. The Department may choose, at its sole discretion, to withhold all payments owed to the Recipient until an outstanding cash advance has been reconciled.

J. Final Payment Request: If the Recipient fails to submit the final payment request to the Department by the deadline specified in the Scope of Work, or within 45 days of the end date of the Agreement, the Department may, at its sole discretion, consider the Recipient to have forfeited any and all rights to payment under this Agreement.

SECTION III: RETURN OR RECOUPMENT OF FUNDS

A. Refunds: If the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall contact the Department within seven (7) calendar days after the date of discovery. In the event that the Department first discovers an overpayment has been made, the Department will notify the Recipient in writing. The Department will provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within thirty (30) calendar days after the date of discovery. Checks shall be made payable to the "Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to:

FDLE – Cash Receipts
Post Office Box 1489
Tallahassee, FL 32302-1489

Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. If an overpayment is discovered while the Agreement is still active, the Department may choose to recoup the overpayment from monies owed to the Recipient under this Agreement.

B. Recoupment of Funds: If the Recipient's noncompliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Recipient under this Agreement. In the event that the discovery of additional costs or losses arises when no monies are available under this Agreement, the Recipient shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

SECTION IV: DUTY OF DISCLOSURE OF LEGAL PROCEEDINGS AND INSTANCES OF FRAUD

A. Legal Proceedings: Prior to the execution of this Agreement, the Recipient shall disclose in writing all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving this Agreement, including any Proceedings that involve subrecipients or contractors performing work under this Agreement. Thereafter, the Recipient has a continuing duty to promptly disclose all Proceedings upon occurrence.

B. Duty of Disclosure: This duty of disclosure applies to each officer and director of the Recipient, as well as to each officer and director of subrecipients or contractors performing work under this Agreement, for any Proceeding that relates to an officer's or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such Proceeding causes the Department concern about Recipient's ability or willingness to perform work under the Agreement, then upon the Department's request, the Recipient shall provide to the Department Grant Manager all reasonable assurances that: (a) the Recipient will be

able to perform work under the Agreement in accordance with its terms and conditions; and (b) the Recipient and/or its employees, agents, subrecipients, or contractors have not and will not engage in conduct which is similar in nature to the conduct alleged in such Proceeding while performing work under this Agreement.

C. Notification of Instances of Fraud: Upon discovery, the Recipient shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, or an agent, contractor, or employee of the Recipient, to the Department Grant Manager in writing within 24 chronological hours.

SECTION V: MANDATORY DISCLOSURE REQUIREMENTS

A. Conflict of Interest: This Agreement is subject to chapter 112, F.S. . The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Recipient or its affiliates.

B. Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in section 286.101, F.S.. Pursuant to section 286.101(7), F.S., "In addition to any fine assessed under section 286.101(7)(a), a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

SECTION VI: PUBLIC RECORDS REQUIREMENTS

Recipients who fail to provide Public Records to the Department within a reasonable amount of time may be subject to penalties under section 119.10, F.S.

A. Public Records Law: The Recipient must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Recipient in conjunction with the Agreement (“Public Records”), unless the Public Records are exempt from public access pursuant to chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (“Public Records Law”). For the purposes of this Agreement, the Recipient is responsible for becoming familiar with Florida’s Public Records Law. The Recipient must provide copies of all requested documentation to the Department within ten (10) business days of the date of the request. The Department may unilaterally terminate the Agreement if the Recipient refuses to allow public access to Public Records as required by Public Records Law.

B. Public Records Requests: All requests to inspect or copy Public Records relating to the Agreement must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Agreement is governed by Public Records Law.

C. Exemption from Public Records: If the Recipient has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the Recipient claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. Only the portions of the records that the Recipient claims are Confidential or Trade Secret shall be redacted. If the Recipient fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

D. Requests for Redacted Records: If the Department receives a Public Records request for records that include those marked as "Confidential" or "Trade Secret", the Department will provide the Recipient-

redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Recipient that such an assertion has been made. It is the Recipient's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Recipient claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of records the Recipient claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Recipient shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Recipient's failure to promptly, legally protect its claim of exemption and commence such protective actions within ten (10) days of receipt of such notice from the Department. If the Recipient claims that the records are Trade Secret pursuant to section 624.4213, F.S., and if all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

E. Records Transfer: If the Recipient's record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See:
https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT PUBLIC RECORDS AT:

Telephone:	**(850) 410-7676**
Email:	**publicrecords@fdle.state.fl.us**
Mailing Address:	**Florida Department of Law Enforcement,** **Public Records Section** **P.O. Box 1489** **Tallahassee, FL 32302-1489**

SECTION VII: NONEXPENDABLE PROPERTY

For the purposes of this section, "property" means equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature.

A. Compliance: The requirements of this section apply to property owned by governmental units as defined by section 274.01, F.S., and not to for-profit or nonprofit organizations. However, these organizations are encouraged to establish and administer a property management system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

B. Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts).

C. Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

D. Property Records: All nonexpendable property purchased under this Agreement shall be listed on the property records of the Recipient. The Recipient shall inventory annually and maintain accounting records for all nonexpendable property purchased. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), dates of acquisition, and the current condition of the item.

SECTION VIII: PURCHASE OF, OR IMPROVEMENTS TO, REAL PROPERTY

A. Security Interest: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, the Recipient shall grant the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of improvements to the real property for five (5) years from the date of purchase or the completion of improvements or as further required by law.

B. Expiration of Security Interest: Upon the expiration date of the Agreement, the Recipient shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: (a) the Recipient is not sold, merged, or acquired; (b) the real property subject to the improvements is owned by the Recipient; and (c) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of expiration of this Agreement, the Recipient is unable to satisfy these requirements, the Recipient shall notify the Department in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, the Department shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to the Recipient under this Agreement.

SECTION IX: SUBAWARDS, CONTRACTS, AND ASSIGNMENTS

A. Allowability: Unless otherwise specified in this Agreement or through prior written approval of the Department, the Recipient may not: (a) Subgrant any of the funds provided to the Recipient by the Department under this Agreement; (b) contract its duties or responsibilities under this Agreement out to a third party; or (c) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so.

B. Recipient Responsibilities: The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department approves the Recipient's request to subgrant, contract, or assign any or all of the work to be performed under this Agreement, it is understood by the Recipient that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the vendor's compliance with applicable state and federal laws. The Recipient agrees that all subrecipients performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Recipient further agrees that the Department shall not be liable to the vendor for all expenses and liabilities incurred under the contract and that the Recipient shall be solely liable to the vendor for all expenses and liabilities incurred under the contract. The Recipient, at its expense, will defend the Department against such claims.

C. Subrecipient Responsibilities: Subrecipients of state financial assistance are obligated to comply with the requirements outlined in this Agreement for monitoring, auditing, records retention, and financial reporting outlined in the attached Appendix to this Agreement. The Recipient shall include the aforementioned requirements in all approved subrecipient contracts and assignments.

D. Subrecipient Agreements: Pursuant to section 215.971, F.S., agreements with subrecipients performing work under this award shall include, or be amended to include:

a) A scope of work that clearly establishes the tasks/activities the subrecipient will perform.
b) Specific deliverables related to the tasks/activities outlined in the scope of work.
c) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance. This may include: documentation supporting delivery of an

item such as receipts or paid invoices, documentation supporting the successful completion of an activity such as a dated, itemized invoice, activity logs, timesheets, or participant sign-in sheets.

d) The financial consequences that will apply if the minimum level of service is not attained.
e) The financial consequences that will apply if the subrecipient fails to perform in accordance with the contract.

E. Required Documentation: The Recipient shall provide to the Department copies of all subcontracts executed with entities performing work under this award and a completed Form DFS-A2-NS (Recipient/Subrecipient vs. Vendor Determination form) with each subcontract. This form is required by the Florida Department of Financial Services and determines (1) the applicability of the Florida Single Audit Act and (2) whether the subcontractor is a vendor or a subrecipient.

F. Certificate of Subaward: When a subrecipient relationship is determined to exist, the Recipient must ensure the subrecipient is aware of, and agrees to follow, all audit, monitoring, and compliance requirements for the use of state funds referenced in Form DFS-A2-CL ("Audit Requirements for Awards of State and Federal Financial Assistance"). To assist with this requirement, the Department created a "Certificate of Subaward" to be completed by the Recipient and signed by the subrecipient. A copy of this form must be provided to the Department and maintained on file by all parties.

G. Invoice Requirements: Invoices submitted by a subcontractor must clearly identify the: the dates of service (the invoice period); a description of the specific deliverables provided during the invoice period; the quantity provided; and the payment amount specified in the contract for the completion of the deliverables provided.

H. Timely Payment of Subcontractors: If the Recipient receives advanced funding to pay an invoice for a subrecipient or contractor, the Recipient agrees to make payments to pay the invoice within seven (7) working days of receipt of the advance via check/warrant or EFT, unless otherwise stated in the agreement between the Recipient and the subrecipient or contractor. The Recipient's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Recipient and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due, pursuant to section 287.0585, F.S.

SECTION X: INDEMNIFICATION

A. Limitations of Liability: The Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

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

The Recipient's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Recipient: (a) written notice of any action or threatened action; (b) the opportunity to take over and settle or defend any such action at the Recipient's sole expense; and (c) assistance in defending the action at the Recipient's sole expense.

The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

B. Sovereign Immunity: Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in section 768.28, Florida Statute.

SECTION XI: NONPROFIT RECIPIENTS

A. Allocations for Remuneration Form: Pursuant to §216.1366(3), and Executive Order 22-44, nonprofit Recipients are required to provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization. This requirement is met by submitting a "Non-Profit State Fund Allocations for Remuneration" form to the Department. A copy of this form must be posted to the Recipient's website, if the Recipient maintains a website. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

B. Compensation Paid Using State Funds Form: If the Recipient indicates funding has been allocated for remuneration to any member of the board of directors or an executive officer of the Recipient's organization, a "Non-Profit Total Compensation Paid Using State Funds" form must be submitted to the Department with each payment request for each individual receiving compensation. A copy of this form (or forms) must be posted to the Recipient's website, if the Recipient maintains a website.

C. IRS Form 990: Pursuant to Executive Order 22-44, nonprofit recipients who receive 50% or more of their annual funding from the state must submit a copy of their IRS Form 990 to the Department at the time it is filed. Any subsequent changes or corrections that are made to Form 990 during the project period must be submitted to the Department within thirty (30) days of the change or correction.

SECTION XII: TERMINATION AND FORCE MAJEURE

A. Corrective Action: The Department will notify the Recipient in writing if corrective action is required for noncompliance, nonperformance, or unacceptable performance of work under this Agreement. Failure to implement or improve performance of work in accordance with the corrective action plan may result in termination of the Agreement.

B. Termination for Cause: The Department may, at its sole discretion and upon providing written notice to the Recipient, terminate the Agreement if the Recipient fails to a) satisfactorily complete the deliverables within the project period of the Agreement; b) maintain adequate progress, thus endangering performance of the Agreement; c) honor any term of the Agreement; or d) above by any statutory, regulatory, or licensing requirement of the Agreement.

C. Termination Due to Lack of Funds: If funding for this Agreement is withdrawn or redirected by the Legislature, the Department shall provide written notice to the Recipient at the earliest possible time. The lack of funds shall not constitute a default by the Department or the State.

D. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Recipient that it is in the Department's or the State's best interest to

do so. The Recipient shall not provide any deliverable pursuant to Appendix B after it receives the Department's notice of termination, except as the Department otherwise specifically instructs the Recipient in writing. The Recipient will not be entitled to recover any cancellation charges or lost profits.

E. Recipient's Responsibilities upon Termination: If the Department issues a notice of termination to the Recipient, except as otherwise specified by the Department in that notice, the Recipient shall: (a) Stop work under this Agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Department does not terminate, if any; (c) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of the Recipient and in which the Department has or may acquire an interest; and (d) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Recipient for its services in connection with such transfer or assignment.

F. Severability: If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

G. Survival: Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

H. Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, in the event a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the Party's performance requirements under this Agreement.

I. Notice of Delay from Force Majeure: In the case of any delay the Recipient believes is excusable under subsection H, the Recipient shall notify the Department in writing of the delay or potential delay and the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Recipient could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this subsection is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Recipient will not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, after the causes have ceased to exist, the Recipient shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Recipient to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under the Agreement to either Party.

AGENDA ITEM NO. 8.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the T-Mobile Hometown Grant application in the amount not to exceed $50,000; 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.
SUGGESTED ACTION:	

ATTACHMENTS:
T-Mobile Memo.pdf
Submission 9.29.25.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 201
Wauchula, FL 33873

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: T-Mobile Hometown Grant

Date: 10/02/2025

The Hardee County Grants Management has submitted a grant application of behalf of the Hardee County BOCC to T-Mobile for the T-Mobile Hometown Grant (Main Street America) fiscal year 2026 funding.

The total funds requested is for an amount not to exceed $50,000.00. No cash match is required.

If awarded these funds, they will be utilized to enhance access and experience at Pioneer Village.

Staff requests ratification to submit the grant application.

Title

0417

09/29/2025

by **Courtney Barringer** in **T-Mobile Hometown Grant Application Q3 2025 (July 1 - September 30, 2025)**

id. 51828842

courtney.barringer@hardeecountyfl.gov

Original Submission

09/29/2025

T-Mobile Hometown Grants is a $25 million, five-year initiative to support the people and organizations who help small rural towns across America thrive and grow. Hometown Grants are given every quarter to up to 25 small towns. Apply for funding to support a community project of your choice, like revitalizing or repurposing a historic structure, creating a downtown asset or destination, or improving a space where friends and neighbors gather. Projects that add to a sense of place or could lead to further investment are of particular interest. We look forward to learning more about your town and your project. HOW TO APPLY Review the eligibility and grant criteria below to ensure your community and proposed project meets application requirements. Applicants can submit their proposals by completing this application form. The grant application period will close on Tuesday, September 30, 2025 at 11:59pm Central Time. No late applications will be accepted. Applications will be evaluated and selected by a review panel, and all applicants will be sent an award decision by late November 2025. Grant recipients will each receive an award of up to $50,000 to implement their ideas and will have 12 months (December 1, 2025 - November 30, 2026) to complete their projects. Recipients will be required to submit a progress report at the 6-month mark following the grant disbursement, and a final report will be due at the end of the 12-month implementation period. All reports are to be completed using a template provided. If your organization is a Main Street America community, you will be asked to enter your Main Street America member ID number in this application. You find can your MSA member number (aka account number) in the Members Area, on your membership renewal notices, and in renewal confirmation emails. If you need help locating your organization's MSA member number, contact Membership@mainstreet.org or 312−610−5611. REVIEW CRITERIA Your application will be reviewed by an internal T-Mobile review committee and non-profit partner based upon the following criteria. Please note that the letters of support for your project are an important part of this application. Community need - Proposed project should fill a demonstrated need in the community. This grant funding is intended for shovel-ready projects that would not otherwise be possible to implement through municipal funding. Proposal & letters of support should demonstrate strong community support for the project. Community impact - Project should connect the community in meaningful, innovative, and creative ways. Partners and engagement - Strong applications actively involve local organizations by incorporating them into the planning and execution processes and engaging the community in

activating the project site. Letters of support should come from a variety of stakeholders within the community. Feasibility - You should have a shovel-ready plan ready to go and be able to complete your project within your detailed budget and within 12 months of receiving funding, if selected. Projects must be completed and usable by the public by November 30, 2026. Make sure to consider these parameters when choosing the kind of project you propose for this grant. Alignment with T-Mobile's small town strategy - T-Mobile strives to be a force for good. To read more about T-Mobile's many corporate initiatives and key segments, visit https://www.t-mobile.com/responsibility. ELIGIBILITY Who may apply? This grant program is specifically open to 501(c)(3) and 501(c)(6) nonprofit organizations and local government entities. If selected, the grant award must be managed and deployed by the nonprofit organization or government entity who applied for the grant. Grant funds may not be awarded to for-profit businesses, directly or indirectly via pass-through funding to for-profit businesses. Additionally, religious congregations are not eligible for this grant program. Applicants must be located in small rural communities with a population of 50,000 people or less. Proposals must focus on a physical project benefiting the public. The applicant organization must own the site where the proposed project would be implemented OR provide a description/confirmation of adequate permissions to alter the site. If the applicant organization does not own the site, one of the letters of support must come from the owner of the site. Applicants may submit up to one (1) application per organization per grant cycle. Applicants may re-apply to subsequent grant cycles if they are not selected in an earlier round. Previous T-Mobile Hometown Grant Program grantees are eligible to apply again for later grant cycles. Previous T-Mobile Hometown Grant Program grantees must demonstrate successful completion of their prior grant project in their application. What types of grant expenses are eligible? Requested funding must be for a physical placemaking project. Eligible Grant Uses: Construction/installation supplies and materials Equipment Labor costs for construction/rehabilitation/installation/artist fees Artist's supplies and fees associated with a community engagement design process (i.e. a mural or creative crosswalk informed by facilitated community discussions) Streetscape and/or indoor furniture for a community space Other physical items Special events or public space activation programming can only account for up to 10% or $5,000 of total grant amount. Ineligible Grant Uses: Engineering and architectural plans or fees Staff salaries (beyond initial construction/rehabilitation/installation labor) Operational and maintenance expenses Reimbursement for projects that are already completed Pass-through funding to private entities or initiatives TIMELINE Applications Open on July 1, 2025 Applications Close on Tuesday, September 30, 2025, at 11:59 p.m. CT Grant Recipients Notified by late November 2025 Grant Funds Disbursed to Selected Recipients by December 1, 2025 Project Implementation Period: December 1, 2025 – November 30, 2026 Final Grant Reports Due December 12, 2026 Tip: To help avoid losing any work as you complete your application, we encourage you to type your responses into a separate document, saving your work frequently, and then copy and paste your responses into this form. Award determinations will be made by late November 2025 and funds will be disbursed by approximately December 1, 2025, if selected. You will receive a notification about award determinations via your Submittable account that you use to submit your application. Please note

	that you cannot make any changes to your application once it has been submitted. We look forward to receiving your project proposal. Questions? Email TMobileGrant@mainstreet.org
	Applicant Details: Project Manager Contact Information
First Name	Lorie
Last Name	Ayers
Title/Position	General Services Director
What is your connection in the community?	City/County Employee
Email Address	lorie.ayers@hardeecountyfl.gov
Phone number (xxx-xxx-xxxx)	+18637736349
Are you willing to serve as your community's key contact/sponsor for the grant?	Yes
	Organization Details
Name of Organization Requesting Funds	Hardee County Board of County Commisioners
Organization's Street Address Line 1	412 W. Orange St Room 201
Organization's Street Address Line 2	
Organization's City	Wauchula
Organization's State/Territory	FL
Organization's Zip Code	33873
Organization's County	Hardee
Tribal affiliation, if applicable	

Which best describes your organization:	Local government entity (includes the city, county, Tribal government, public libraries, public school districts, and other public agencies)
How many staff (full-time and part-time) does your organization have?	196
How many years has the project lead been in their current position?	18
Has your organization led a local placemaking initiative before?	Yes
If your organization has previously led a local placemaking initiative, please describe that initiative and major lessons learned.	Hardee County BOCC continually seeks grants opportunities, submits grant applications, receives grant awards and successfully administers grants dealing with legislative appropriations, courthouse, infrastructure, housing, parks and recreations, etc.
Has your organization previously received a T-Mobile Hometown Grant?	No
If the project lead were to leave their current position, what steps would be taken to ensure that this project would continue uninterrupted and be completed by the November 30, 2026 deadline?	Additional available staff are knowledgeable and would step in to accomplish the project scope of work in accordance with grant performance requirements.
	Project Details
What is the name of your project?	Enhancing Access & Experience at Pioneer Village, Hardee County

Please select the project category that most closely describes your proposal.	Education/Storytelling/Museum
I understand that, if selected, the grant award must be managed and deployed by the nonprofit organization or government entity who applied for the grant. I understand that grant funds may not be awarded to for-profit businesses, directly or indirectly via pass-through funding to for-profit businesses.	checked
	Physical Address of Project Site Note: If your project spans an area larger than a single address, please use the address of the organization requesting funds and include a brief description in the following prompt.
Physical Address of Project Site: Street Address 1	231 Wilbur C. King Blvd
Physical Address of Project Site: Street Address 2	
Physical Address of Project Site: City	Zolfo Springs
Physical Address of Project Site: State/Territory	FL
Physical Address of Project Site: Zip Code	33890
Physical Address of Project Site: County	Hardee

If your project does not have one single address, please include a brief description of your proposed project's location, being as specific as possible. (If your project DOES have a single address, you may skip this question.)	
Population size	26068
Brief Project Summary: Please describe your project in one to two sentences.	Hardee County seeks funding to enhance Pioneer Village; a beloved historical site located in Pioneer Park. This will include installation of ADA compliant pathways with solar lighting and the development of an immersive audio tour system. These upgrades will allow visitors of all abilities to fully experience our local heritage.

Detailed Project Proposal: Tell us about your project idea. Be sure to describe how your idea represents innovative, experimental, creative and/or entrepreneurial approaches to local placemaking. We encourage you to include visual project renderings, maps, images, etc. in this document to help communicate your shovel-ready project proposal to the review committee. Further in the application, you will be asked to upload a separate detailed budget, provide a timeline, and discuss your intended outcomes.

Pioneer_Village_Grant_Project_Proposal_2.docx

At which stage are your plans for this project as of now?	Pre-planning

Please upload 2-3 photos of the project site as it currently exists.

TC_00027.JPG

TC_00038.JPG

TC_00032.JPG

Does your organization own the site?	Yes
Have these plans been approved and permitted, if applicable?	No

Please briefly describe the community in which your project would be implemented, including community demographics, any primary industries, and any particular challenge(s) that the community is facing. How will this grant help your community address this challenge?	Hardee County is approximately 638 square miles centrally located in the Florida Heartland with an estimated population of 26,068, according to the US Census. Hardee County is informally known as “Bone Valley” based on a large portion of phosphate deposits with commercial phosphate mining being the primary industry. All Hardee County is rural with agricultural roots. Hardee County has a large Hispanic population, 920 Veterans, 25.1% persons under the age of 18, a household median annual income of $54,231.00 and a poverty rate of 20.5% as reported by the US Census. The Florida Commerce has identified Hardee County as a Rural Area of Opportunity.
Please describe how your project design (including community engagement) and project execution plan actively fosters inclusion, taking into consideration the lived experiences, abilities, and needs of all community members.	This project will construct ADA-compliant pathways that connect all key historic structures, add low-impact lighting along the walking route for safety and extended hours and launch a self-guided audio tour accessible via QR codes and mobile phones, featuring narration, sound effects, and reenactments.
Please provide three (3) specific ways in which you intend for this project to benefit your community. Additionally, how could this project be modeled and/or scaled for other non-profits or local municipal governments to adopt and implement?	Enhancing Access and Experience at Pioneer Village is an investment into the future of our community. This project will: 1. Create a welcoming and inclusive space safe for residents of all ages and abilities to connect, play and be active. 2. Increase accessibility to the park village. 3. Foster a stronger sense of connections and belonging for years to come by hosting community events. We believe our proposal aligns perfectly with the T-Mobile Hometown Grant program's mission of supporting vibrant communities. We are confident that with your support, Pioneer Park Village will become a thriving hub for Hardee County, increasing annual visitation and stronger community engagement through volunteer docent programs and educational partnerships.
Please provide a timeline for your project. Note when the different stages/elements of your project will be executed, if selected.	12/2025 - grant funds disbursed 01/2026 - request bids from subcontractors 02/2026 - bids awarded and purchase orders completed 03/2026 - work in progress 09/2026 - work complete 11/2026 - final invoices received, procurement complete and close grant

Select the amount of time you expect will be needed to complete your T-Mobile Hometown Grant Project, if selected, starting from the time at which grant funds would be disbursed (December 1, 2025).	9 to 12 months
T-Mobile Hometown Grants award up to $50,000 for qualifying projects. How much funding are you requesting for your project?	50000
Does your project need more than $50,000 to be completed?	No
Please provide an itemized budget using this budget template, below.	Click here to view and download the Hometown Grants Budget Template. When you see the template, *create a copy of the document,* add your project budget details, and save the document on your device. Then, upload your finished budget document in the next application question field, where prompted to upload a budget. IMPORTANT: Refer to the listed eligible and ineligible grant uses at the top of this form to ensure that ALL of the expenses that the T-Mobile Hometown Grant would cover are eligible grant uses. Make sure to include labor costs in your budget. If your project requires more than $50,000, indicate which parts of the project would be covered by the T-Mobile Hometown Grant, if selected, and where the funding for the other parts of the project would come from. If you have any questions about using this document, please contact TMobileGrant@mainstreet.org.
Upload your project budget here, using the template above.	**Hometown_Grant_Template_Budget_for_Applicants_6.25.25_.xlsx**
I certify that I have reviewed the list of eligible and ineligible grant uses at the top of this form, and all budget line items to be covered by the T-Mobile grant are eligible grant uses.	checked

Please upload up to five letters of support for your project. We encourage applicants to include letters of support from a variety of key partners throughout the community. For example, you might choose to include letters from community organizations, local government agencies, schools, hospitals, local business partners, community members, etc. that demonstrate community alignment, engagement, and consensus for your proposed project. If your organization does not own the site, one of your letters of support must come from the owner of the site confirming these permissions and expressing support for this project.

Ben_Wiliss_letter_of_support.pdf

letter_of_support_M_Durstanti.pdf

Optional: Are there any additional items that you would like the review committee to consider as a part of your application? (Examples: additional project renderings, maps, news articles, artist biographies, etc.)	

If you are awarded a grant, you will be required to submit a progress report 6 months into the implementation period and a final grant report at the end of the 12-month project implementation period. Both reports will be completed as fillable forms, emailed to you by the program staff. Will you be able to submit the progress report and final report, if awarded a grant?	Yes

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Additional Information This information is for tracking purposes and does not impact the scoring of your application.

Which best describes your organization's affiliation with the Main Street network? Please note: This grant program is open both to organizations that are part of the Main Street network, as well as organizations that are not.	Our organization, itself, is not affiliated with any state/county/national-level Main Street organizations, but there is a separate, active local Main Street program in our community.
How did you hear about the T-Mobile Hometown Grants Program?	T-Mobile Employee Referral
By checking this box, you verify that you are 18 years or older.	checked
By checking this box, you agree that all the information you've provided is accurate, that you're allowed to share this information and your submitted materials with T-Mobile and Main Street America (MSA), and that, if selected to receive a grant, T-Mobile and MSA can use this information and any submitted materials in connection with the program (including marketing and publicity efforts for the program).	checked

Main Street America sends out emails with resources and information to help support locally led community and economic development efforts in downtown districts. Would you like to opt into these emails?	No

AGENDA ITEM NO. 8.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 2, 2025

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve the operating amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:
aa memo amendments operating 10.02.25.pdf
Oper amend 10.02.25.pdf

Hardee County FLORIDA

MANAGEMENT AND BUDGET

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

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: September 25, 2025

You have one amendment before you regarding OPIOD funding. We are increasing the Opioid Settlement revenue line and professional services expense by $8,549.39

Staff recommends approval of this amendment.

OPERATING BUDGET AMENDMENTS
2024-2025

October 2, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-369-300-39	Opioid Settlement Funds	$16,887.00	$187,920.88	$8,549.39		$196,470.27	FY25 Budget - To increase grant revenue received for Opiod settlement funds.
135-562-831-00	Opioid Professional Services	$51,156.00	$222,189.88	$8,549.39		$230,739.27	

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Jorden Eisenstein, Planner I -** Pang Lee Minor Subdivision
SUGGESTED ACTION:	- Motion to approve the Pang Lee minor subdivision and authorize the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
BOCC Agenda Packet -- Minor Subdivision - Updated.pdf

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 10/02/2025 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 and Jorden Eisenstein, Planner I - (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Minor Subdivision - Pang 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.

STAFF REPORT

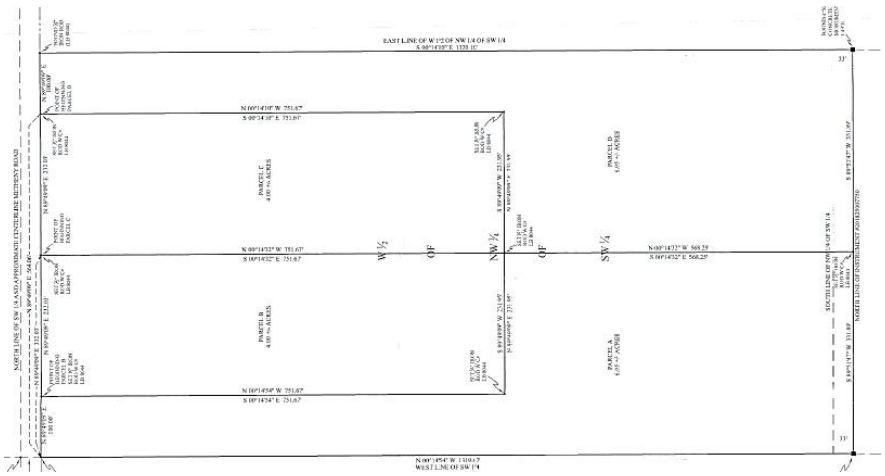
Minor Subdivision

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 20.0+/- acre parcel zoned F-R (Farm Residential) in the Town Center Land Use Category.
Property Owner/Applicant:	Pang Lee 15707 Alderman Turner Rd Wimauma, FL 33598
Location:	445 Metheny Rd, Hardee County Located on the south side of Metheny Rd, West of N. Florida Ave.
Parcel Identification:	33 33 25 0000 02510 0000
Site Size:	**20.0** +/-acres
Existing Zoning/Land Use:	**F-R** zoning/**TCN** FLU
Surrounding Zoning/Land Use:	All Adjacent properties: **F-R** zoning/**TCN** FLU Residential Mixed Use FLU to the Northwest General Commercial zoning to the Northeast

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STAFF ANALYSIS

Staff has reviewed the application for a Minor Subdivision against the criteria for approval of a Minor Subdivision listed in Section 9.11.05.01, as indicated below.

9.11.05.01 Approval of Minor Subdivisions

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 not been through the 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: Th proposal will only create three (3) new lots/parcels.

(4) If located in the A-1 zoning district, the approval does not result in the creation of more than ten lots/parcels-defines 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 +/- acres	4.0 +/- acres (Lots B and C) 6.05 +/- acres (Lots A and 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	100 ft (Lots A and D) 232.03 ft (Lots B and C)

(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 of the tracts (1-4) will be provided via Metheny Rd, each with 100 ft or more 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: Best available information shows AE flood area on the proposed parcels A-D. Most of the flood hazard area is located on Parcels A and B but there is a small amount of flood area that runs along the southern property line of the parent parcel. (see attached flood map)

(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.

(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:

- *The ITE Trip Generation Manual, 11th Edition, identifies an average daily trip generation rate of 9.43 for single family detached housing. Therefore, the development of four (4) additional residential lots will result in an average daily trip generation of 37.72 +/- ADT on Metheny Rd, which is a Local Road, operating at LOS A.*
- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: FDEP 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: The property is not located in an access management corridor. Access drives to a county-maintained right-of-way require a driveway permit at the time of development.

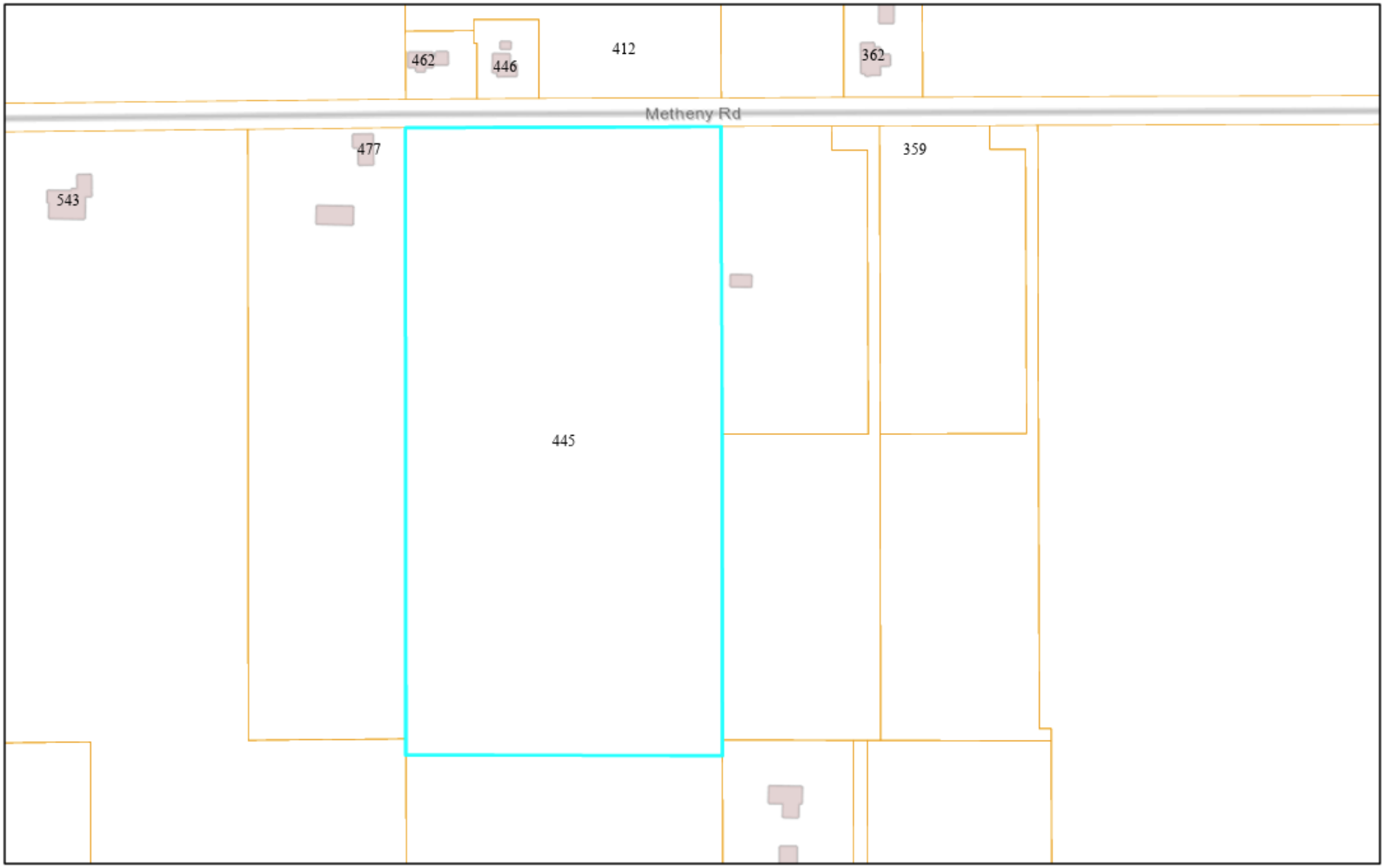
CONCLUSION

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
Aerial Map
Flood Map

Pang Subdivision - Location Map



9/11/2025, 11:51:29 AM

Parcels WFS - Parcels

Address Point

1:3,908

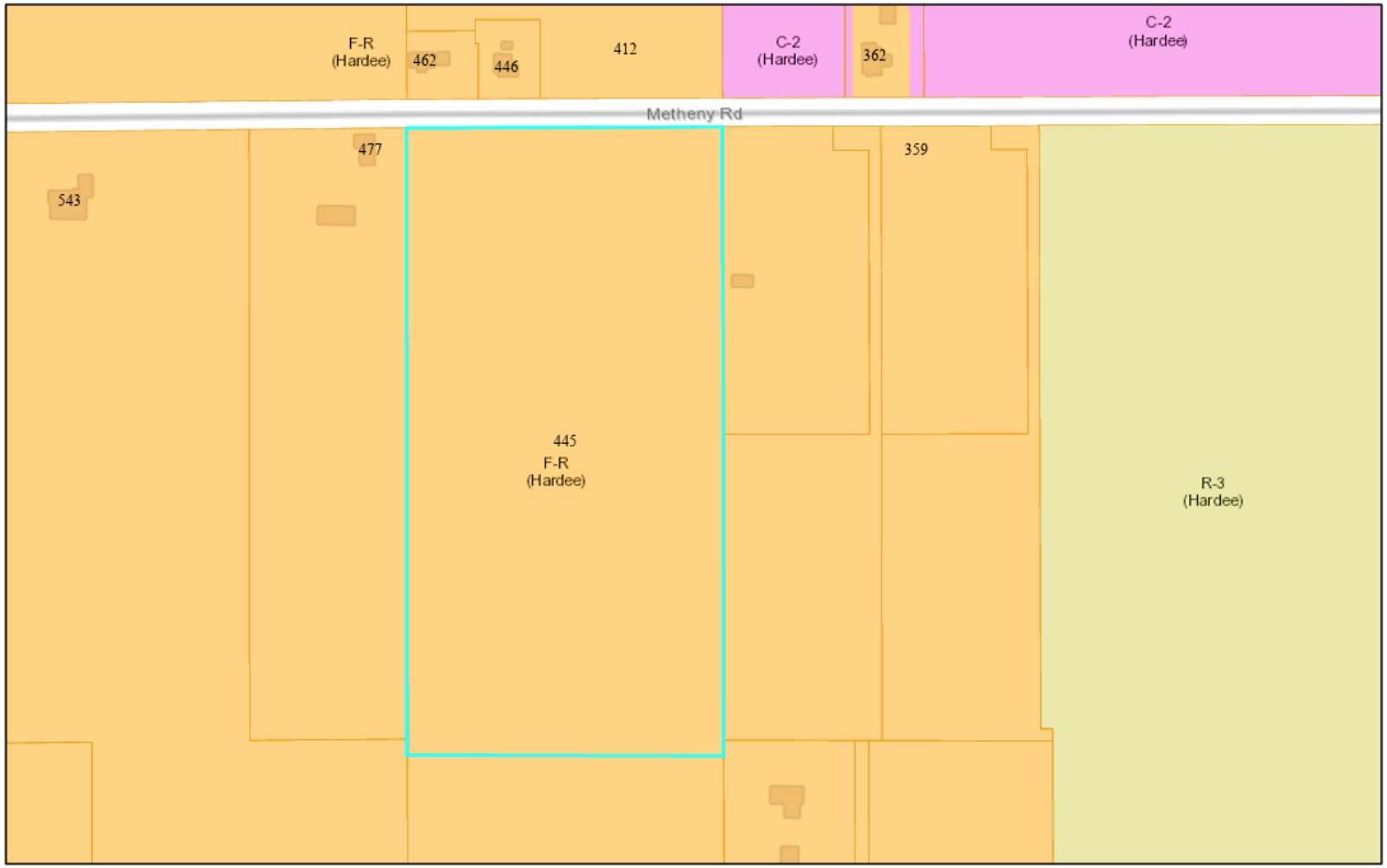
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Esri., Inc., City of Naperville, Illinois

Hardee County GIS

Pang Subdivision - Zoning Map



9/11/2025, 11:55:16 AM

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

1:3,908

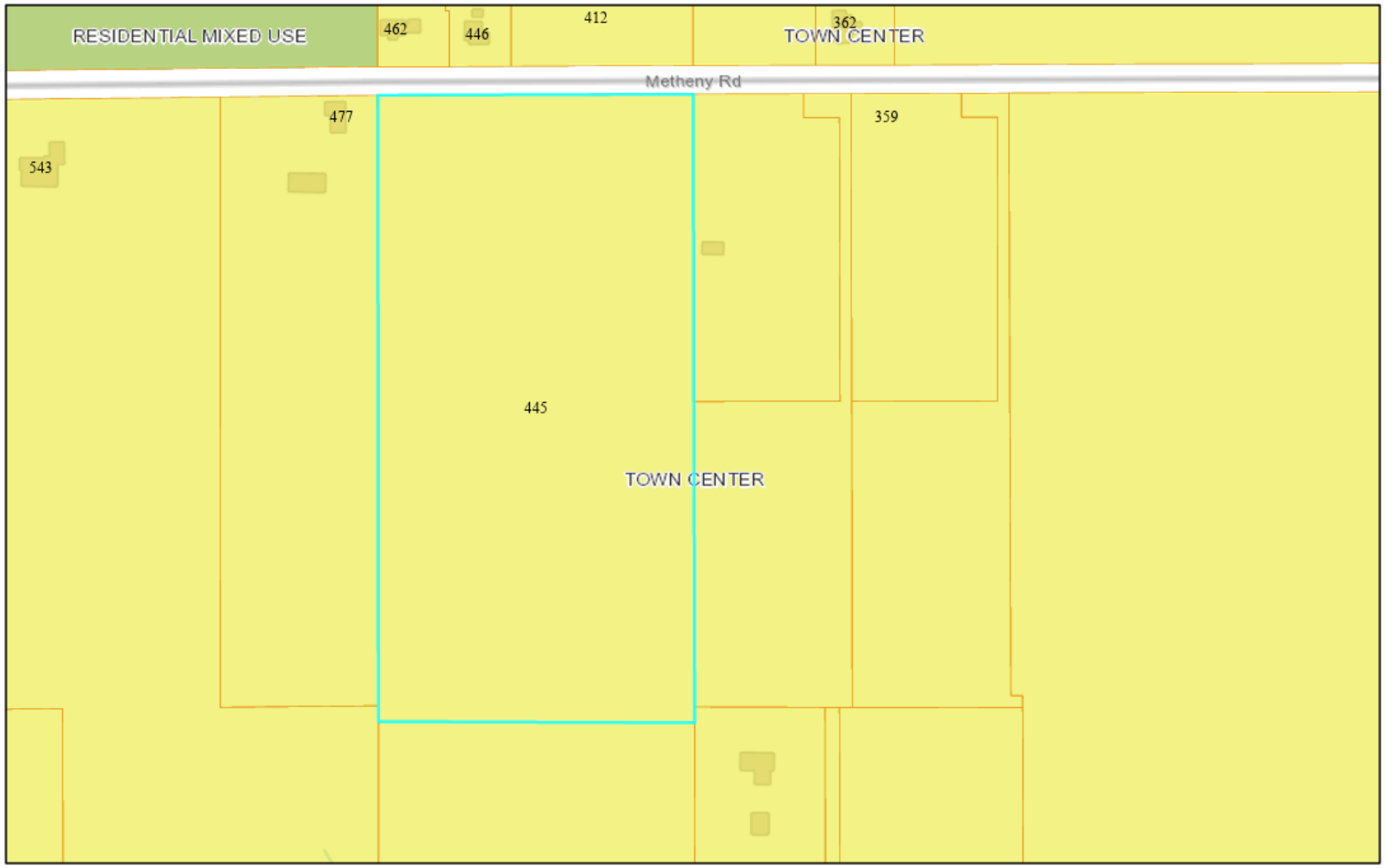
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Esri., Inc., City of Naperville, Illinois, Schneider Geospatial

Hardee County GIS

Pang Subdivision - FLU Map



9/11/2025, 11:59:42 AM

Parcels WFS - Parcels

Address Point

Future Landuse (County)

AGRICULTURE

COMMERCE PARK

CONSERVATION

HIGHWAY MIXED USE

INDUSTRIAL

PUBLIC INSTITUTIONAL

RECREATION

RESIDENTIAL LOW

1:3,908

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Esri., Inc., City of Naperville, Illinois, Schneider Geospatial

Hardee County GIS

Pang Subdivision - Aerial Map



9/11/2025, 12:02:03 PM

Parcels WFS - Parcels

Address Point

1:3,908

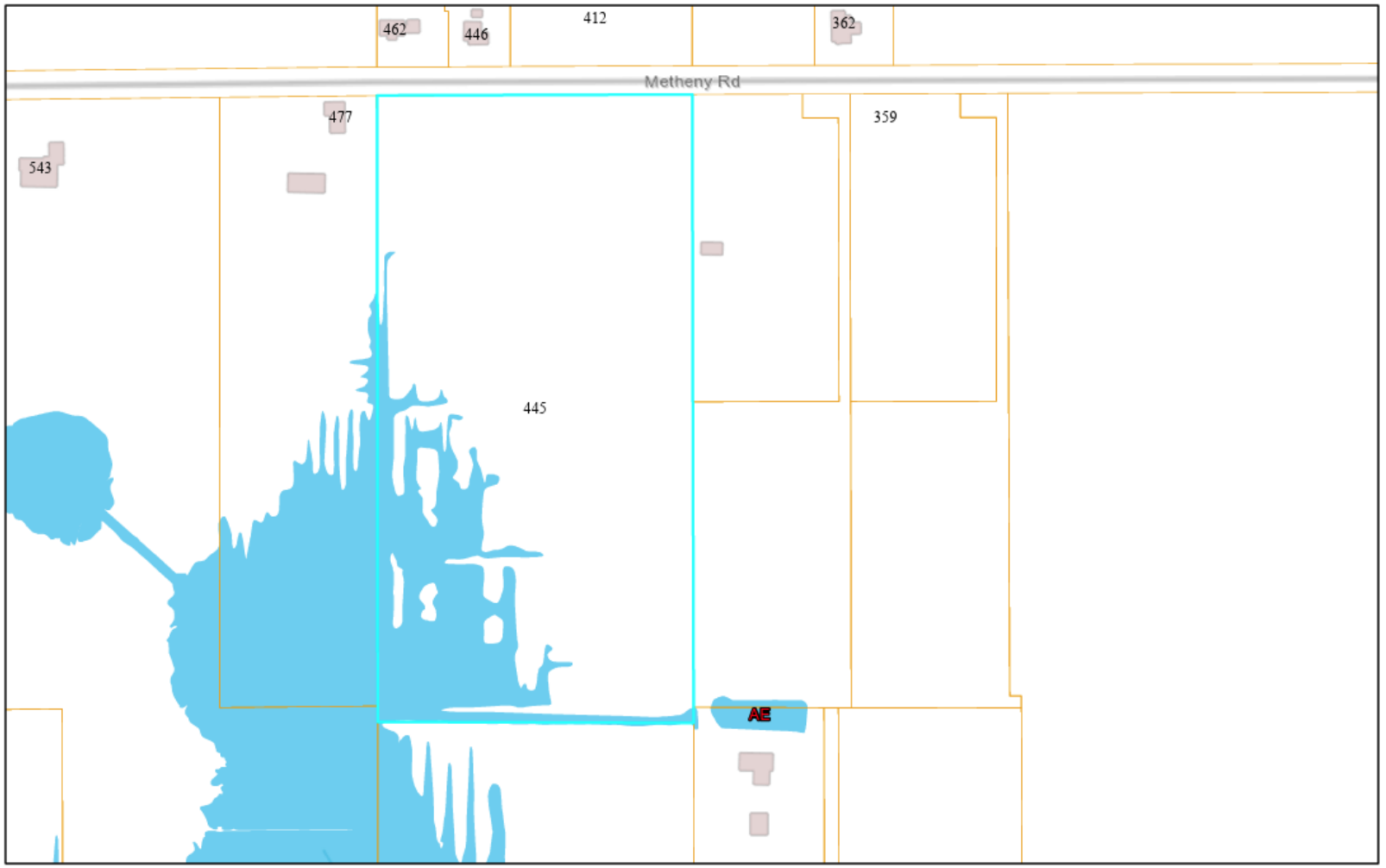
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State of Florida, Maxar

Hardee County GIS

Pang Subdivision - Flood Map



9/11/2025, 12:04:00 PM

Parcels WFS - Parcels

Address Point

FEMA Flood Zone

AE,

1:3,908

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Esri., Inc., City of Naperville, Illinois

Hardee County GIS

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR MINOR SUBDIVISION

Hardee County Community Development Department **BoCC Consent Agenda:** 10/02/25
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

APPLICATION FEE **$500 plus $25 per lot -Maximum 5 lots (a maximum of 10 lots in the A-1 zoning district)**

Hardee County Unified Land Development Code Section: 9.11.05
Planning Director, Public Works Director and County Manager Approval, before added to Consent Agenda for Approval by the Board of County Commissioners

Filing an application is not a guarantee of approval.

Property Owner Name: Pang Lee

Property Owner Mailing Address: 15207 Alderman Turner Rd

Property Owner Telephone No: Pang 813-296-9912 / pangtlee72@yahoo.com
Tom 863-368-6187 TmLee061@yahoo.com

RECEIVED
AUG 5 2025
BY: je

Parcel I.D./Folio No.: 33-33-25-0000-02510-0000

Zoning: F-R

Future Land Use District: Town Center

Acres: 20.00

Describe in complete detail the reasons and circumstances for this application.
(attach separate sheet if needed)

Property Owner is seeking to subdivide the parcel to result in 4 conforming FR -zoned parcels ensuring that each lot has a minimum of 120 -ft of lot width adjacent to the public road and a minimum of, 1 -acres of size/or _____sq-ft.

Attach to this application:

- ☑ minor subdivision document-drawing that includes a boundary survey of the parcels along with a sketch, and metes and bounds description of each land lot/parcel within the property boundary to be subdivided. Individual land lots/parcels within the surveyed boundary shall be identified as lots/parcels and their size stated; (4 copies of survey is required)
- ☑ a copy of the deed
- ☑ legible copy of property appraiser's property record card;
- ☑ legible property appraiser's map indicating the subject parcels and **all other properties within 200 ft;**
- ☑ signed letter from the Hardee County Tax Collector within 30 days of the date of the minor subdivision application certifying all property taxes have been paid for the parcels;

ALL FEES ARE NON-REFUNDABLE

Hardee County FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR MINOR SUBDIVISION

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order."

Resolution No. 2014-04--APPLICANTS SHALL BE RESPONSIBLE FOR THE COSTS ASSOCIATED WITH THE USE OF OUTSIDE CONSULTANTS AS DEEMED NECESSARY BY STAFF DURING DEVELOPMENT REVIEW PROCESSES INCLUDING BUT NOT LIMITED TO DEVELOPMENTS OF REGIONAL IMPACT (DRI), COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, MAJOR SPECIAL EXCEPTIONS, SEPCIAL EXCEPTIONS, SUBDIVISION PLATS AND SITE DEVELOPMENT PLAN REVIEWS. APPLICANTS SHALL REIMBURSE THE COUNTY FOR SAID COSTS ON A SCHEDULE DETERMINED BY THE COUNTY.

Pat Lee — 8-5-25

Signature of Property Owner/Title Holder of Record— Date
or signature of Authorized Representative with written Authorization attached

Signature of Property Owner/Title Holder of Record— Date
or signature of Authorized Representative with written Authorization attached

Office Use Only

Receipt No. 2000885

$ 600.00 Fee

Received By

8-19-2025 Date

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR MINOR SUBDIVISION

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

Per Section 9.11.05, Hardee County Unified Land Development Code

REQUIREMENTS:
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:

01. The subject property has not previously been processed through this minor subdivision procedure;

02. 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;

03. The approval does not create a lot/parcel, or lots/parcels, that do not meet applicable zoning district standards for width, depth, and area.

04. 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.

05. No extension of a public water or sewer system is needed.

06. The creation of a parcel wholly within the 100-year flood zone is prohibited;

07. No vacation or elimination of streets, setbacks, access control or easements are required or proposed.

08. 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.

09. 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.

10. If the property is located on an access management roadway corridor, the site plan must demonstrate compliance with the applicable access management standards.

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR MINOR SUBDIVISION

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

AFFIDAVIT

I, Pang Lee as Property Owner(s) of _____ certify ownership of the property within this application, that said ownership has been fully divulged, whether such ownership by contingent or absolute, and that the name of all parties to an existing contract for sale or any options are filed with this application.

I certify that _____ is (are) duly designated as the agent(s) for the owner(s), that the agent(s) is (are) authorized to provide subject matter on the application contained herein, whether verbal or written, and appear at any public hearing(s) involving this petition.

I certify that by filing the "Minor Subdivision" further subdivision of the property is prohibited unless a plat or subdivision plan is submitted in accordance with the requirements of the Unified Land Development Code.

Further, it is understood that this application must be complete and accurate, and the fee paid prior to processing.

Date: 8-5-25 Title Holder: Pang Lee
Signature—

Date: _____ Title Holder: _____
Signature—

Date: _____ Title Holder: _____
Signature—

Date: _____ Title Holder: _____
Signature—

Notary _____

State of Florida

County of Hardee

The foregoing instrument was acknowledged before me this 5 day of August, A.D., 2025 by Pang Lee who confirmed that he/she is the Property Owner, who signed the same freely and voluntarily, who is personally known to me or who produced FL DL # L000-678-72- as identification and who did (did not) take an oath.

JORDEN EISENSTEIN NOTARY PUBLIC MY COMMISSION EXPIRES 4-23-2028 STATE OF FLORIDA COMMISSION NUMBER HH 519601

Notary Public

(SEAL)

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION FOR MINOR SUBDIVISION

Hardee County Community Development Department
110 S. 9th Avenue, Wauchula, FL 33873---Tele. (863) 767 1964

ENSURE THE LAND SURVEYOR HAS THIS SHEET

Minor Subdivision

Pursuant to **Hardee County Ordinance No. 2009-06** and **Section 9.11.05 of the Hardee County Unified Land Development Code** every minor subdivision drawing offered for processing in Hardee County shall conform to the following:

01) The minor subdivision drawing shall be presented on 24"x36" sheets and shall be drawn with a marginal line completely around each sheet and placed so as to leave at least a ½-inch margin on three sides and a 3-inch margin on the left.

02) The minor subdivision drawing shall include a boundary survey of the property, along with a sketch, and metes and bounds description of each land lot/parcel within the property boundary to be subdivided. Individual land lots/parcels within the surveyed boundary shall be identified as lots/parcels.

03) A prominent "north arrow" shall be drawn on every sheet included showing any portion of the lands subdivided. The bearing or azimuth reference shall be clearly stated on the face of the sheet in the notes or legend.

04) A permanent reference monument must be placed at each corner or change of direction.

05) Each survey shall show the section, township, and range as applicable, or, if in a land grant, the survey will so state. Each boundary survey shall show a description of the lands subdivided, and the description shall be the same in the title certification. The descriptions must be so complete that from it, without reference, the starting point and boundary can be determined.

06) Hardee County, Florida shall appear under the name of the minor subdivision drawing in legible Arabic letters.

07) Certification blocks for the following shall be provided:
- (a) Chairman, Board of County Commissioners
- (b) Surveyor
- (c) Property Owners

(08) Approval blocks for the following shall be provided:
- (a) County Planning and Development Director/Designee
- (b) County Public Works Director/Designee

09) Location, width and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

10) Location and width of easements shall be shown on the minor subdivision drawing or in the notes or legend, and their intended use shall be clearly stated.

11) The application for minor subdivision drawing shall include a copy of the minor subdivision in electronic format on a digital storage media.

Based on the provisions of FLORIDA STATUTES 197.192
no land shall be divided or subdivided until all taxes have been paid.

PLEASE ENSURE THE SURVEYOR'S SEAL IS IMPRINTED LEGIBLY OR STAMPED CLEARLY ON THE MINOR SUBDIVISION DRAWING. (4 copies of survey is required)

HARDEE COUNTY BOCC
417 W MAIN ST STE 214
WAUCHULA FL 33873

CASH RECEIPT

Date: 08/19/2025 OPER ID: JORDEN RECEIPT NO:Z000885

RECEIVED FROM: P&Z MINOR SUBDIVISION

AMOUNT RECEIVED: 600.00 TYPE: MO MONEY ORDER: 9572605803

CHANGE DUE: 0.00

TOTAL RECEIVED: 600.00

DISTRIBUTION:

AMOUNT	ACCOUNT NUMBER	DESCRIPTION / FOR
600.00		P&Z MINOR SUBDIVISION PANG LEE

Prepared by and return to:
Wesley T. Fontaine
301 S. Ferdon Blvd Ste. D
Crestview, FL 32536
FL Bar No.: 700851

General Warranty Deed

This General Warranty Deed made this 18 day of August, 2025 between **Tou Lee**, whose mailing address is 5274 Tennessee Ridge Court, Auburndale, Florida 33823, **Grantor,** and **Pang Lee**, whose mailing address is 15707 Alderman Turner Road, Wimauma, Florida 33598, **Grantee**:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in Hardee County, Florida, to-wit:

W 1/2 of NW 1/4 of SW 1/4 of Section 33, Township 33 South, Range 25 East, less 33 feet on North side for public right-of-way, AND the North 33 feet of the W 1/2 of SW 1/4 of SW 1/4 of Section 33, Township 33 South, Range 25 East, Hardee County, Florida.

Parcel ID Number: 33-33-25-0000-02510-0000

This property does not constitute the homestead of the grantor.

Subject to taxes for 2025 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2024.

THIS DEED PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR EXAM.

<Signatures on Following Page>

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Witness
Print Name: 133 S 9th Ave
Address: Wauchula

Tou Lee
Grantor

Witness Tina Hines
Print Name: 133 S 9th Ave.
Address: Wauchula, FL 33873

State of Florida)
County of Hardee)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this August 18, 2025, by **Tou Lee**, who is personally known to me OR who produced Valid Driver License as identification.

(NOTARY SEAL)

Notary Public State of Florida
Sherry R Johnson
My Commission HH 415970
Expires 6/28/2027

Hardee County Property Appraiser

Hurricane Damage

Hurricane Damage Form

Homestead Exemption

Apply for Homestead Exemption

Parcel Summary

AlternateID	5765
Parcel ID	33-33-25-0000-02510-0000
Location Address	445 METHENY RD WAUCHULA 33873
Brief Legal Description	20 AC W1/2 OF NW1/4 OF SW1/4 LESS 33 FT ON N SIDE FOR RD R/W & N 33 FT OF W1/2 OF SW1/4 OF SW1/4 33 33S 25E 249P231 280P644 320P655 589P198 DC-589P200 708P614 201025005605-EASE 201225000857-LP/6391-LD/7238 201525001212 201725006005 (Note: Not to be used on legal documents.)
Property Use Code	NON AG ACREAGE (9900)
Sec/Twp/Rng	33-33-25
Tax District	UNINC CO (900)
Millage Rate	13.8699
Acreage	20
Homestead	N

View Map

Owner Information

Primary Owner
LEE TOU
LEE PANG
15707 ALDERMAN TURNER RD
WIMAUMA, FL 33598

Map



Certified Values

	2025 Preliminary Values
Building Value	$0
Extra Features Value	$0
Land Value	$220,000
Land Agricultural Value	$0
Agricultural (Market) Value	$0
Just (Market) Value	$220,000
Assessed Value	$220,000
Exempt Value	$0
Taxable Value	$136,411
Maximum Save Our Homes Portability/Non-Homestead Cap	$83,589

Historical Values

	2024 Certified Values	2023 Certified Values	2022 Certified Values
Building Value	$0	$0	$0
Extra Features Value	$0	$0	$0
Land Value	$200,000	$200,000	$160,000
Land Agricultural Value	$0	$0	$0
Agricultural (Market) Value	$0	$0	$0
Just (Market) Value	**$200,000**	**$200,000**	**$160,000**
Assessed Value	$124,010	$112,736	$102,487
Exempt Value	$0	$0	$0
Taxable Value	$124,010	$112,736	$102,487
Maximum Save Our Homes Portability/Non-Homestead Cap	$75,990	$87,264	$57,513

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
9900 - ACREAGE	20	AC	0	0

Zoning | Contact the City for Zoning within the City limits

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
Y	10/3/2017	$230,000	WD	0000/0000	201725006005	Qualified	QUAL/MULT-PROP W/MULT-TAXIDS	Vacant	PHAM NEN THANH AND LE NGU THI (EA UND1/2 INT)	LEE TOU AND PANG
Y	2/26/2015	$175,000	WD	0000/0000	201525001212	Unqualified	UNQUAL/DEED TO/FROM FINAN INST	Vacant	FARM CREDIT OF FLORIDA ACA	PHAM NEN THANH AND LE NGU THI (EA UND1/2 INT)
N	12/3/2012	$0	CT	0000/0000	201225007238	Unqualified	UNQUAL/FEDERAL/STATE/LOCAL GOV	Vacant	HARDEE COUNTY CLERK OF COURT	FARM CREDIT OF FLORIDA ACA
N	7/28/2006	$160,000	WD	0708/0614		Qualified	QUAL/PHY PROP CHGD AFTER SALE	Vacant	KNIGHT FREDERICK M	LOVETT WILLIAM H JR & PAMELA H H&W
N	5/1/2000	$70,000	WD	0589/0198		Qualified	QUAL/PHY PROP CHGD AFTER SALE	Vacant	RHYAN RALPH K	KNIGHT FREDERICK M
N	3/1/1986	$0	01	0320/0655		Unqualified	N/A	Improved		RHYAN RALPH K
N	10/1/1979	$41,550	WD	0249/0231		Qualified	N/A	Improved		

Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

Sales Questionnaire Form

No data available for the following modules: Building Information, Extra Features, Permits, Sketches.

The Hardee County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. Working values are subject to change.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 8/20/2025, 3:01:53 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 515800 2024 **R 33-33-25-0000-02510-0000**

REAL ESTATE TAX/NOTICE RECEIPT FOR HARDEE COUNTY

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00839500	$1,041.06
SCHOOL-STATE LAW	.00303600	$607.20
SCHOOL-LOCAL BRD	.00224800	$449.60
SWFWMD WATER DIST	.00019090	$23.67
TOTAL AD-VALOREM:		**$2,121.53**

NON-AD VALOREM ASSESSMENTS

TAXING AUTHORITY	TAX AMOUNT
Asmt - FIRE PROTECTION	$19.80
TOTAL NON-AD VALOREM:	**$19.80**

COMBINED TAXES & ASMTS: **$2,141.33**

DISCOUNT: **$0.00**

UNPAID BALANCE: **$0.00**

Exemptions:

Property Address:
445 METHENY RD WAUCHULA 33873

LEE TOU
LEE PANG
15707 ALDERMAN TURNER RD
WIMAUMA , FL 33598 - 5317

20.000 ACRES
20 AC
W1/2 OF NW1/4 OF SW1/4 LESS
33 FT ON N SIDE FOR RD R/W &
N 33 FT OF W1/2 OF SW1/4

FAIR MKT VALUE	**$200,000.00**	DIST	**900**
ASSESS	**$124,010.00**	EXEMPT VALUE	**$0.00**
TAXABLE VALUE	**$124,010.00**		

**** PAID ****

Last Payment: 12/06/2024 **Receipt Number:** 2001523

Amount Collected: $2,077.09 **Discount Amount:** $0.00

Tax Roll Property Summary

Parcel	Roll Type	Year	Original Gross Tax	Original Assessments	Date Paid	Amount Paid	Total Unpaid
3333250000025100000	R	2024	$2,121.53	$19.80	12/6/2024	$2,077.09	$0.00
3333250000025100000	R	2023	$2,095.91	$18.00	12/5/2023	$2,029.35	$0.00
3333250000025100000	R	2022	$1,806.97	$17.18	11/22/2022	$1,751.18	$0.00
3333250000025100000	R	2021	$1,552.64	$17.18	11/19/2021	$1,507.03	$0.00
3333250000025100000	R	2020	$1,506.15	$0.00	11/13/2020	$1,445.90	$0.00
3333250000025100000	R	2019	$1,481.11	$0.00	12/20/2019	$1,436.68	$0.00
3333250000025100000	R	2018	$1,100.92	$0.00	12/19/2018	$1,067.89	$0.00
3333250000025100000	R	2017	$1,132.28	$0.00	11/2/2017	$1,086.99	$0.00
3333250000025100000	R	2016	$1,134.06	$12.20	12/1/2016	$1,100.41	$0.00
3333250000025100000	R	2015	$1,168.36	$12.20	11/23/2015	$1,133.34	$0.00

20 AC
W1/2 OF NW1/4 OF SW1/4 LESS
33 FT ON N SIDE FOR RD R/W &

LEE TOU/LEE PANG
15707 ALDERMAN TURNER RD
WIMAUMA, FL 33598-5317

2025

33-33-25-0000-02510-0000

BUILDING CHARACTERISTICS

ELEMENT	CD	CONSTRUCTION

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT	NORM	% COND

HARDEE COUNTY PROPERTY — PAGE 1 of 1 — 900

VALUATION SUMMARY

VALUATION BY	STANDARD
Tax Group: 900	Tax Dist:
BUILDING MARKET VALUE	0
TOTAL MARKET OB/XF VALUE	0
TOTAL LAND VALUE - MARKET	220,000
TOTAL MARKET VALUE	220,000
SOH/AGL Deduction	83,589
ASSESSED VALUE	136,411
TOTAL EXEMPTION VALUE	0
BASE TAXABLE VALUE	136,411
TOTAL JUST VALUE	220,000
NCON VALUE	0
INCOME VALUE	
PREVIOUS YEAR MKT VALUE	200,000

DOR CODE	9900	NON AG ACREAGE
MAP NUM		MKT AREA 07
NEIGHBORHOOD/LOC	15.00	1.00/

AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	YEAR	TOT ADJ AREA	SUBAREA MARKET VALUE
TOTALS					

PERMIT NUM	DESCRIPTION	AMT	ISSUED

SALES DATA

OFF RECORD Number	DATE	TYPE INST	Q / U	V / I	RSN CD	SALE PRICE
201725006005	10/03/2017	WD	Q	V	05	230,000
GRANTOR: PHAM NEN THANH AND LE						
GRANTEE: LEE TOU AND PANG						
201525001212	2/26/2015	WD	U	V	12	175,000
GRANTOR: FARM CREDIT OF FLORID						
GRANTEE: PHAM NEN THANH AND						

445 METHENY RD, WAUCHULA

BLD DATE
XF DATE
INC DATE
LGL DATE
LAND DATE
AG DATE

BUILDING NOTES

EXTRA FEATURES

LN	OB/XF CODE	DESCRIPTION	BLD	CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES

BUILDING DIMENSIONS

LAND DESCRIPTION

TOTAL OB/XF 0

LN	USE CODE	CLS	LAND USE DESCRIPTION	CAP	RD	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	DT	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV
1	9900	C	ACREAGE	0		F-R	0.00	0.00	20.00	AC		1.00	1.00	1.00	11,000.00	11,000.00	220,000	AG DENIAL 2013						

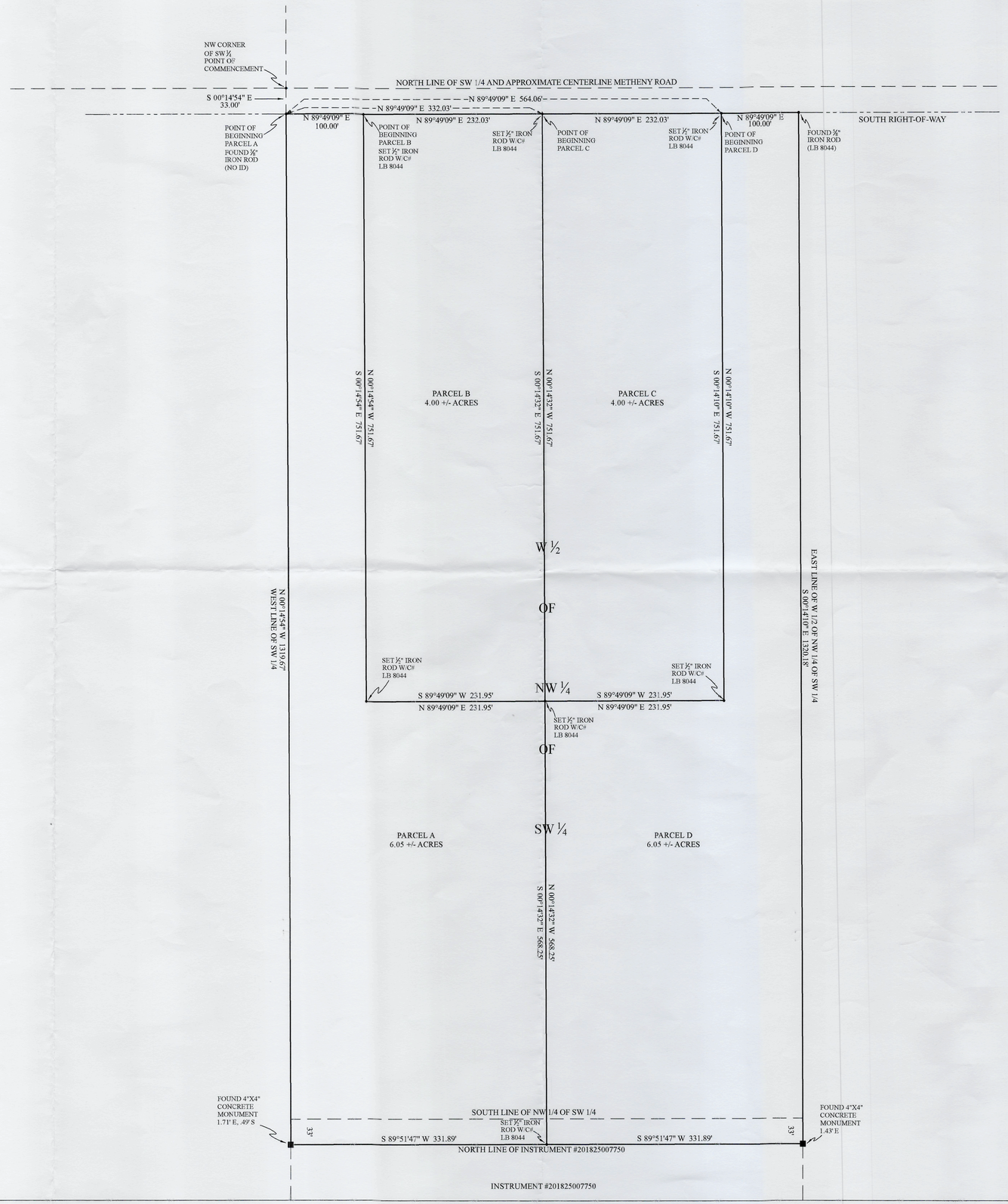
REVIEW DATE 05/07/2025 BY m.carter Total Acres: 20.00 Total Land Value: 220,000 Market: 0 Agricultural: 0 Common: 220,000 PRINTED 08/08/2025 BY SYS

PANG SUBDIVISION

LOCATED IN SECTION 33, TOWNSHIP 33 SOUTH, RANGE 25 EAST
HARDEE COUNTY, FLORIDA

RECEIVED
8-20-25

SCALE: 1" = 70'



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 8 DAY OF September 2025 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 _____, 2025 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 8TH DAY OF AUGUST, 2025 A.D.

WILLIAM R. WATERS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #LS 6795

4142 CREWSVILLE ROAD
ZOLFO SPRINGS, FL 33890
863-781-2092

APPROVAL

Douglas Baber, ACM
Acting CDD
_____
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

_____
COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Pang Lee
15707 Alderman Turner Rd
Wimauma, FL 33598

NAME OF SUBDIVIDING

Pang Subdivision

DATE OF HEARING October 2, 2024,

Page One of One

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. 33 33 25 0000 02510 0000 being 20.0+/-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 ***Pang Subdivision*** being prepared by William R. Waters, Professional Surveyor & Mapper, Florida Certificate # 6795, is dated August 08, 2025. All lands are situated in the F-R (Farm Residential) Zoning District and the Town Center Future Land Use Category.

The legal description contained herein was copied from the minor subdivision document dated August 08, 2025.

Parent Parcel I.D. No. 33 33 25 0000 02510 0000

LEGAL DESCRIPTION OF Parcel A—6.05 +/-acres See Attachment

LEGAL DESCRIPTION OF Parcel B—4.0 +/-acres See Attachment

LEGAL DESCRIPTION OF Parcel C—4.0 +/-acres See Attachment

LEGAL DESCRIPTION OF Parcel D—6.05 +/-acres See Attachment

_____ _____

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Planning/Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION—Pang Subdivision —10-2025

Legal Description-

DESCRIPTION PARCEL A:
A portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of the Southwest ¼ of said Section 33; thence S 00°14'54" E along the West line of said Southwest ¼ a distance of 33.00 feet to the South Right of Way of Metheny Road and for the POINT OF BEGINNING; thence N 89°49'09" E along said Right of Way a distance of 100.00 feet; thence S 00°14'54" E a distance of 751.67 feet; thence N 89°49'09" E a distance of 231.95 feet; thence S 00°14'32" E a distance of 568.25 feet to the North line of that certain parcel as described and recorded in Official Records Instrument Number 201825007750; thence S 89°51'47" W along said North line a distance of 331.89 feet to the West line of said Southwest ¼; thence N 00°14'54" W along said West line a distance of 1319.67 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL B:
A portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of the Southwest ¼ of said Section 33; thence S 00°14'54" E along the West line of said Southwest ¼ a distance of 33.00 feet to the South Right of Way of Metheny Road; thence N 89°49'09" E along said Right of Way a distance of 100.00 feet for the POINT OF BEGINNING; thence continue N 89°49'09" E along said Right of Way a distance of 232.03 feet; thence S 00°14'32" E a distance of 751.67 feet; thence S 89°49'09" W a distance of 231.95 feet; thence N 00°14'54" W a distance of 751.67 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL C:
A portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of the Southwest ¼ of said Section 33; thence S 00°14'54" E along the West line of said Southwest ¼ a distance of 33.00 feet to the South Right of Way of Metheny Road; thence N 89°49'09" E along said Right of Way a distance of 332.03 feet for the POINT OF BEGINNING; thence continue N 89°49'09" E along said Right of Way a distance of 232.03 feet; thence S 00°14'10" E a distance of 751.67 feet; thence S 89°49'09" W a distance of 231.95 feet; thence N 00°14'32" W a distance of 751.67 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL D:
A portion of the West ½ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 33 South, Range 25 East, Hardee County, Florida being more particularly described as follows: Commence at the Northwest corner of the Southwest ¼ of said Section 33; thence S 00°14'54" E along the West line of said Southwest ¼ a distance of 33.00 feet to the South Right of Way of Metheny Road; thence N 89°49'09" E along said Right of Way a distance of 564.06 feet for the POINT OF BEGINNING; thence continue N 89°49'09" E along said Right of Way a distance of 100.00 feet to the East line of said West ½ of Northwest ¼ of Southwest ¼; thence S 00°14'10" E along said East line a distance of 1320.18 feet to the North line of that certain parcel as described and recorded in Official Records Instrument Number 201825007750; thence S 89°51'47" W along said North line a distance of 331.89 feet; thence N 00°14'32" W a distance of 568.25 feet; thence N 89°49'09" E a distance of 231.95 feet; thence N 00°14'10" W a distance of 751.67 feet to the POINT OF BEGINNING.

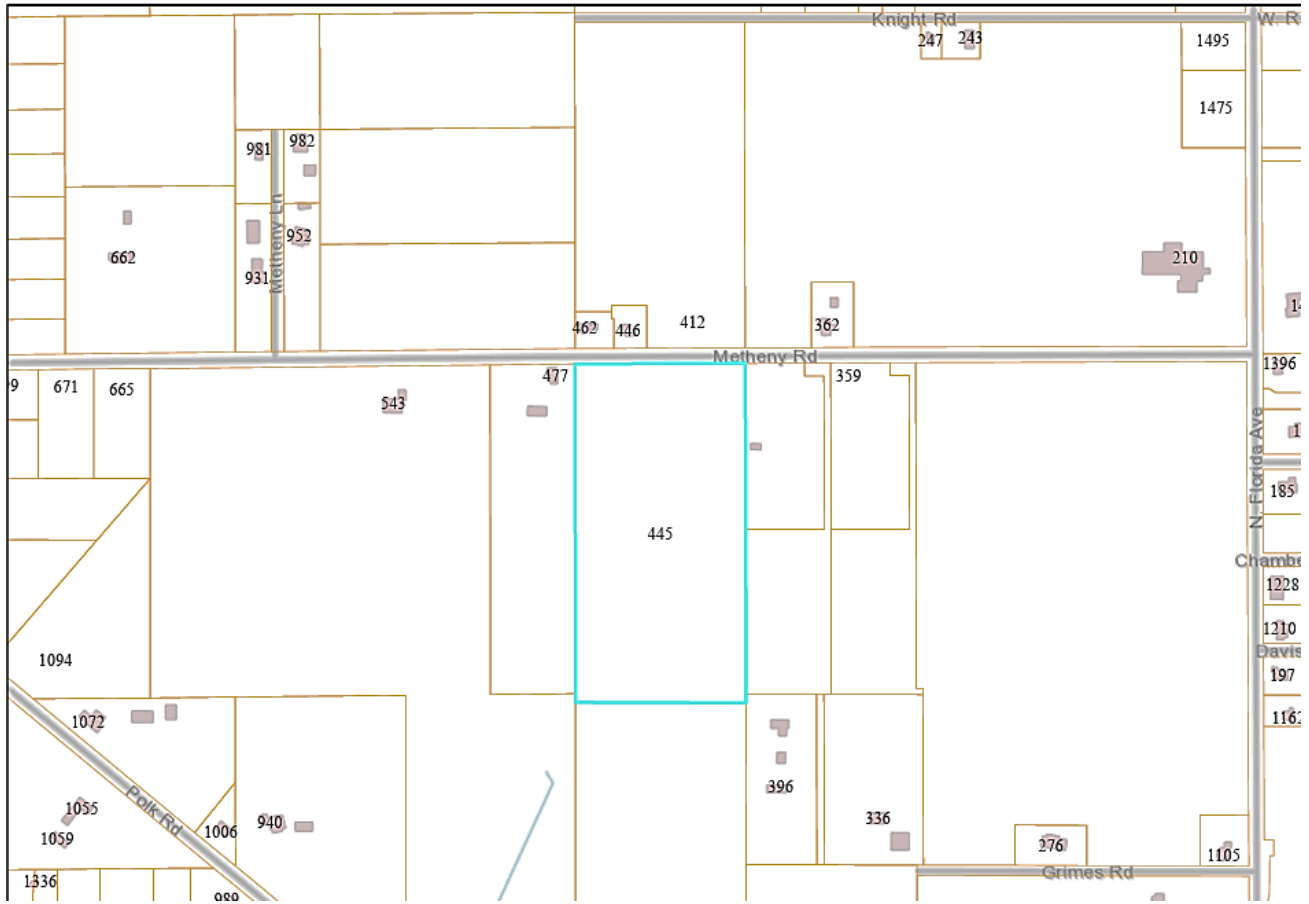
MINOR SUBDIVISION
PANG LEE

Hardee County
FLORIDA

APPLICATION

- Pang Lee
- A request for a Minor S/D to subdivide three (3) new parcels from the 20.0 acre parent parcel.

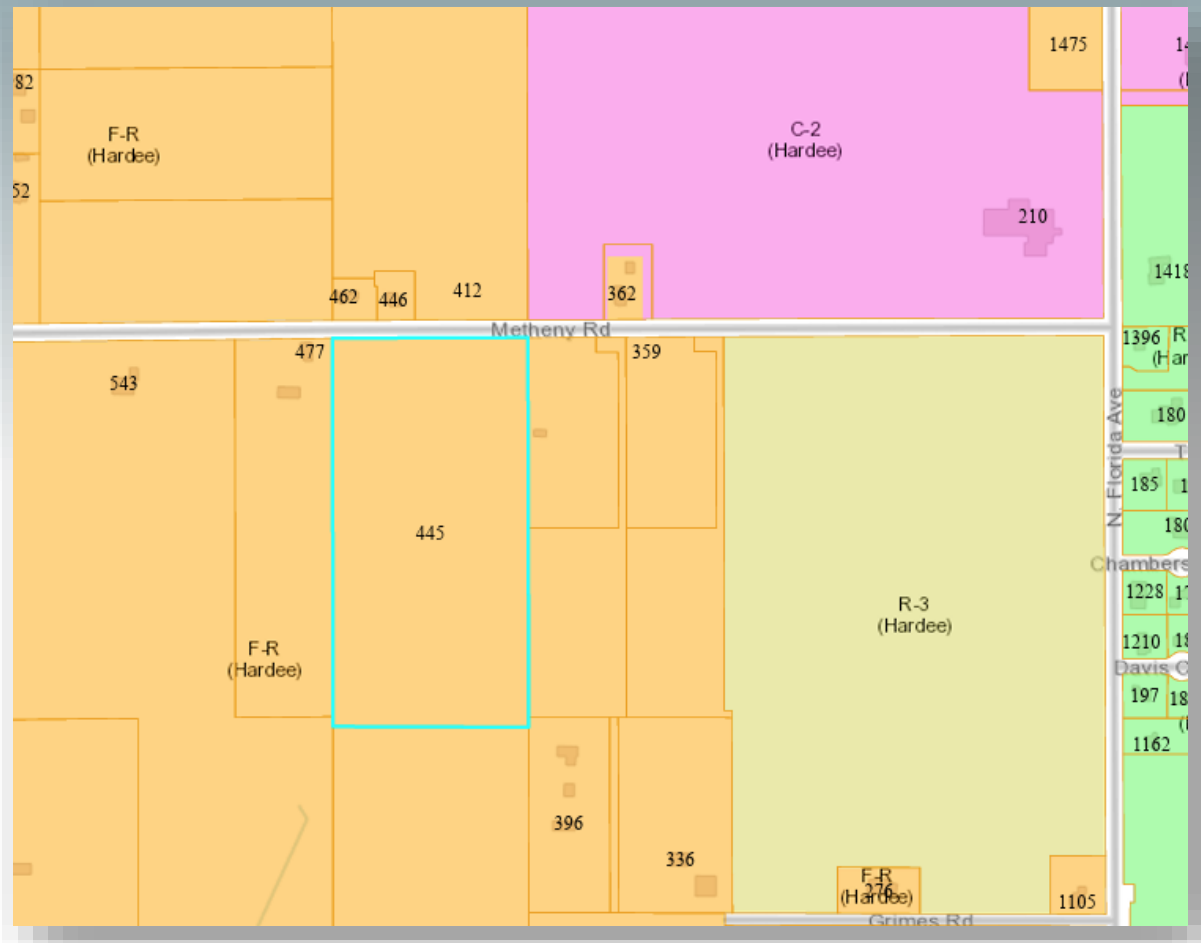
- Located in the F-R zoning district, TCN Future Land Use Category on the S side of Metheny Rd, W of N Florida Ave..



Hardee County FLORIDA

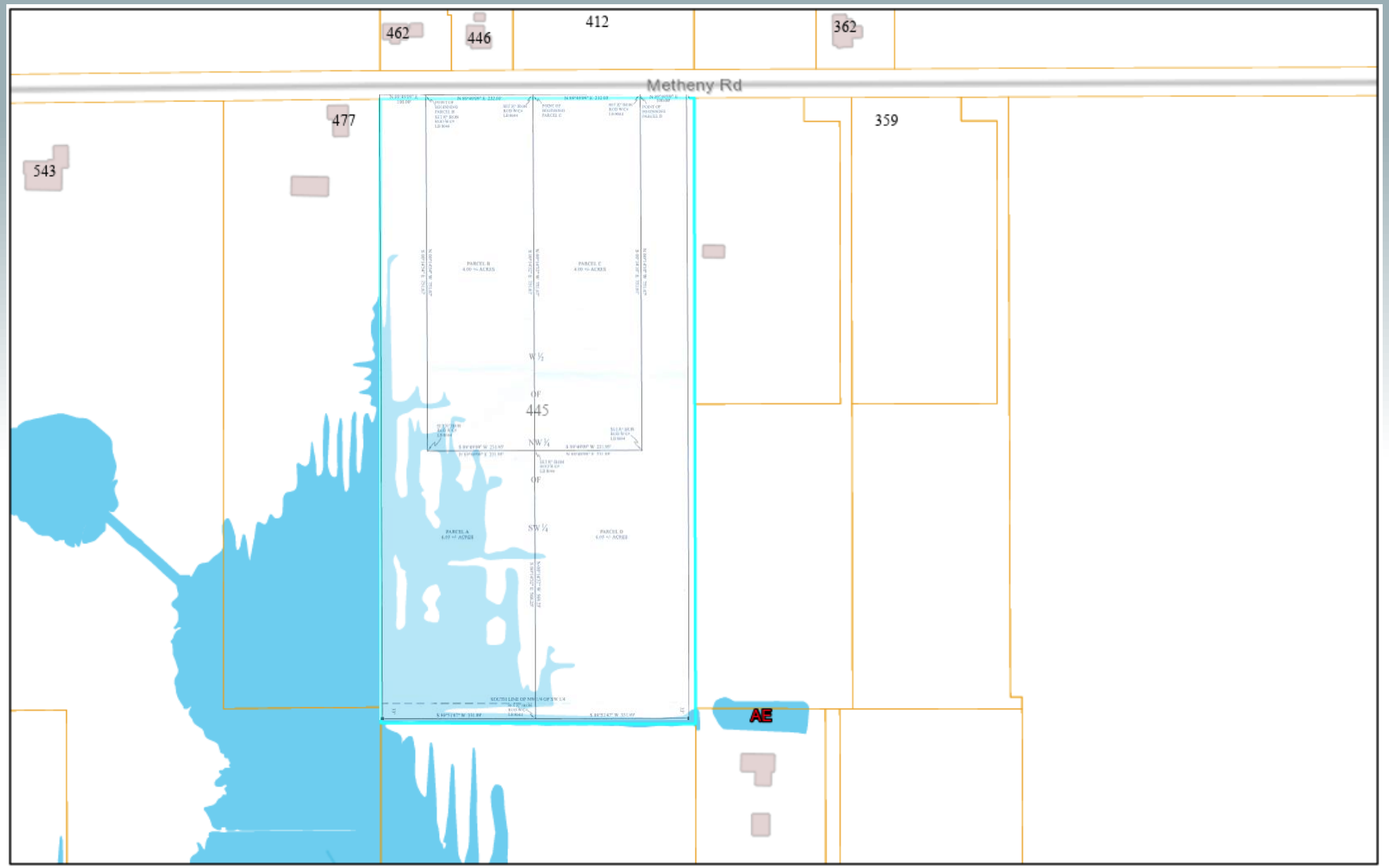
REQUIREMENTS

	Required	Property
LOT/PARCEL SIZE	1 +/- acres	4.0 +/- acres (Lots B and C) 6.05 +/- acres (Lots A and 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	100 ft (Lots A and D) 232.03 ft (Lots B and C)



Hardee County
FLORIDA

FLOOD MAP



Hardee County
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SUBDIVISION MAP



Hardee County
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CONCLUSION

- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the ULDC.

- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	Development Overlay Discussion
SUGGESTED ACTION:	

AGENDA ITEM NO. 10.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	October 2, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	Resthaven Discussion
SUGGESTED ACTION:	