AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

June 19, 2025, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

A. BCC Workshop Session Minutes of September 5, 2024, at 8:40 a.m.
BCC Regular Meeting Minutes of September 30, 2024, at 8:30 a.m.
BCC Workshop Session Minutes of October 3, 2024, at 8:30 a.m.
BCC Special Meeting Minutes of October 6, 2024, at 10:00 a.m.
BCC Special Meeting Minutes of October 31, 2024, at 8:30 a.m.
BCC Workshop Session Minutes of January 2, 2025, at 8:30 a.m.

- Motion to approve the minutes as presented.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. Motion to approve Resolution 2025-52, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and authorizing the expenditure of Law Enforcement Forfeiture Funds (State) pursuant to section 932.7055, Florida Statutes and (Federal) in accordance with the Comprehensive Crime Control Act of 1984; providing for authorization,

severability and for an effective date.

B. Motion to approve the operating amendments pertaining to Resolution 2025-52 as presented.

C. Motion to approve the ratification of the Spring State Grant E911 Hardware grant application in the amount of $359,841.42; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to accept and expend funds as provided for in the grant application and agreement.

D. Motion to approve the Florida 911 Region 6 Next Generation 9-1-1 Project Addendum 2 to the Memorandum of Understanding; subject to approval by the County Attorney and authorization for the County Manager or Chair to any necessary documents in furtherance thereof.

E. Motion to approve Resolution 2025-55, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving an agreement with Drug Free Hardee, Inc. for the administration of funds received pursuant to opioid settlement agreements; authorizing the expenditure of settlement funds for approved uses and in accordance with approved settlement and recipient agreements; approving and authorizing the County Manager or Chair to execute the necessary documents and authorizing acceptance and expenditure of funds in furtherance thereof; providing for authorization; and providing for an effective date.

F. Motion to approve the submission and acceptance of the Hardee County EDA grant application for design and engineering of Phase 9 Water and Wastewater Expansion 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.

G. Motion to approve the submission and acceptance of the Hardee County EDA grant application for Parks WiFi, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for the grant application and agreement.

H. Motion to approve the submission and acceptance of the Hardee County EDA grant application for Gateway Signs, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for the grant application and agreement.

I. Motion to approve the Operating Amendments as presented during the June 5, 2025, Hardee County Board of County Commissioners workshop.

J. Motion to approve the submission and acceptance of the Department of Homeland Security Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant application for six new firefighter positions in an estimated amount of $1,172,554 with a cash match estimate of $453,620 over the 36 month period; 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.

K. Motion to approve the submission and acceptance of the Department of Homeland Security fiscal year 2024 Fire Prevention and Safety (FP&S) grant application for a new fire extinguisher training system in the amount of $23,000 with an estimated cash match not to exceed 5%, 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.

L. Motion to approve the fixed asset transfers and disposals as presented by the Hardee County Clerk of Court.

M. Motion to approve Change Order 1 with Ajax Building Company, LLC for the Emergency Operations Center Facility in the amount of $70,000.90; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

8. PRESENTATIONS

9. BUSINESS AGENDA - Quasi-Judicial Items:

A. **Todd Miller, Community Development Director -** Special Exception 25-28 to Construct an Anaerobic Digester Facility

- Motion to approve Special Exception 25-28 to allow for the construction of a natural gas facility and anaerobic digestor for Johnson-Hardee Holdings LLC; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

10. BUSINESS AGENDA - Ordinances:

11. BUSINESS AGENDA - Action Items:

A. **Alisa Lee, Hardee County Tax Collector -** 2024 Tax Roll Recapitulation

- Motion to approve the 2024 Tax Roll Recapitulation as presented by the Hardee County Tax Collector.

B. **Michelle McCreery, Hardee County Sheriff's Office -** Amendment 1 to Emergency Communications Board for E911 State Grant Agreement

- Motion to approve amendment 1 to the State of Florida Department of Management Services Emergency Communications Board for E911 State Grant Agreement number S22-23-01-28, amending the agreement end date from March 24, 2025, to July 24, 2025; 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. **Tapanga Arana, Grants Coordinator -** CDBG Grant Agreement for Hardee County Fire Station No. 1

- Motion to approve the submission and acceptance of the State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program Agreement for the Hardee County Fire Station Number 1 in the amount of $23,992.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

D. **Tapanga Arana, Grants Coordinator -** CDBG Grant for Wauchula Hills Lift Station

- Motion to approve the submission and acceptance of the State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program grant agreement for Wauchula Hills Lift Station in the amount of $24,594.13; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

E. **Tapanga Arana, Grants Coordinator -** Addendum #1 to CFRPC Interlocal Agreement for the Revised Vulnerability Assessment Contract

- Motion to approve addendum #1 to the interlocal agreement between the Central Florida Regional Planning Council (CFRPC) and Hardee County to revise deliverable dates to align with the updated Vulnerability Assessment between Hardee County and the Florida Department of Environmental Protection; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

F. **Tapanga Arana, Grants Coordinator -** T-Mobile Hometown Grant Application

- Motion to approve the submission and acceptance of the T-Mobile Hometown Grant application for Pioneer Park playground renovations in the amount of $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.

G. **Tapanga Arana, Grants Coordinator -** Hurricane Milton Cash Match Waiver

- Motion to approve the submission and acceptance of the application for disaster assistance local match reduction or waiver and payment deferral application for FEMA Declaration Number DR4834FL in an estimated amount of $39,563; 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.

H. **Tapanga Arana, Grants Coordinator -** Mosquito Control Detailed Work Plan for 2025-2026

- Motion to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control grant for FY2025-26, in the amount of $55,963.64, authorizing matching funds in an amount not to exceed $9,546.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

I. **LaTicia Wilkins, Safety & Risk Manager -** Insurance Committee Recommendation

- Board discretion

J. **Christopher Simpron, Assistant County Manager -** Resolution 2025-50 - Award of ITB 25-008 for Repairs of Hardee County Bridges Damaged by Hurricane Ian

- Motion to approve Resolution 2025-50, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Invitation to Bid (ITB) number 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian; and

authorizing the County Manager to execute an agreement with the lowest responsive and responsible bidder Cobb Site Development, Inc. in an estimated amount of $437,212.83; providing for authorization; and providing for an effective date.

K. **Christopher Simpron, Assistant County Manager -** Resolution 2025-54 - Award of RFQ 25-006 to the Lunz Group

- Motion to approve Resolution 2025-54, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) 25-006 for professional architectural and engineering services for the Hardee County Sheriff's Department new administration building and authorizing the County Manager or Chair to execute the agreement with the Lunz Group; providing for authorization; and providing for an effective date.

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

A. **Terry Atchley, County Manager -** County Take Home Vehicle Policy

B. **Terry Atchley, County Manager -** 4 Day Work Week Discussion

14. COUNTY ATTORNEY

A. **Sarah Johnston, County Attorney -** Resolution 2025-53 - BOCC 2025 Meeting and Workshop Schedule

- Motion to approve Resolution 2025-53, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending 2025 Board of County Commissioners meeting and workshop schedule; providing for implementation, and providing for an effective date.

15. OTHER BUSINESS

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

17. REMINDERS

- July 4, 2025 - County Offices Closed for Independence Day
- July 14, 2025 - BOCC Workshop at 8:30 a.m.
- July 15, 2025 - BOCC Budget Workshop at 8:30 a.m.
- July 16, 2025 - BOCC Budget Workshop at 8:30 a.m.
- July 17, 2025 - BOCC Meeting at 8:30 a.m.

18. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: June 19, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Minutes for Approval

AGENDA SECTION: **MINUTES FOR APPROVAL**

SUBJECT:

BCC Workshop Session Minutes of September 5, 2024, at 8:40 a.m.
BCC Regular Meeting Minutes of September 30, 2024, at 8:30 a.m.
BCC Workshop Session Minutes of October 3, 2024, at 8:30 a.m.
BCC Special Meeting Minutes of October 6, 2024, at 10:00 a.m.
BCC Special Meeting Minutes of October 31, 2024, at 8:30 a.m.
BCC Workshop Session Minutes of January 2, 2025, at 8:30 a.m.

SUGGESTED ACTION:

- Motion to approve the minutes as presented.

ATTACHMENTS:

2024-09-05 Minutes BCC WKS.pdf
2024-09-30 Minutes BCC RM.pdf
2024-10-03 Minutes BCC WKS.pdf
2024-10-06 Minutes BCC HSM MILTON.pdf
2024-10-31 Minutes BCC SP.pdf
2025-01-02 BCC Minutes WKS.pdf

MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

September 5, 2024, at 8:40 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

Chairwoman Wyatt called the meeting to order at 8:42 a.m.

3. PUBLIC PORTION FOR NON-AGENDA ITEMS

Chairwoman Wyatt called for general public comment. None given.

4. BUSINESS AGENDA

A. Property Appraiser Presentation:

Hardee County Property Appraiser, Kathy Crawford, gave a presentation to the Board providing a general overview of the Property Appraiser's Office as well as answers to frequently asked questions such as "How is my property appraised?" and "Why are my property taxes higher than my neighbors?" She also highlighted information related to the tax base and annual comparisons and trends as well as upcoming legislation.

Property Appraiser Crawford explained that their purpose is to determine the value of both real and tangible property. She provided the meaning of "ad valorem" as "according to value." Ad valorem tax and property tax are synonymous.

Two segments that are taxed: real property and tangible personal property. Real property includes land, residential and commercial structures, extra property features like pools, carports, sidewalks, and fencing, etc. Tangible personal property includes business equipment (electronics, farming equipment, furniture, etc.); some of the higher valued tangible property in Hardee County include power plants and draglines.

How are tax bills assessed?
Tax bills are sent in November but are taxing for that calendar year beginning January 1st.
Special assessments are on the tax bill, but are taxed in advance following the cycle of October 1st through September 30th.

Site visits and inspections are conducted by the Property Appraiser's Office to determine what needs to be assessed and taxed regarding real property:

- Property must be inspected by an appraiser every five years; measurements and photos are only taken of the exterior of property
- Prearrangements are made for interior inspection of storm damage
- Sale of property for higher than appraisal value can also prompt an inspection
- When permits are pulled or issued, the property appraiser is notified

Tangible personal property is self-reported by business owners.

The sales comparison/market approach, income approach and cost approach are all used to determine value of property with three values established:

1. Just value or market value - it is required to assess at 100 percent of market value

2. Assessed value - the percentage changes from year to year
3. Taxable value equals assessed value minus exemptions

The Florida Statutes allow adjustments to the just value to create the assessed value:
1. Agricultural lands or green belt
2. Save Our Homes - examples of how homestead exemptions work was reviewed
3. Non-homestead capping - the cap for non-homestead properties is 10 percent

The burden of the tax-base is primarily carried by the assessed value of non-homestead properties: rental and commercial properties. Examples of exemptions on assessed value of properties: homestead, veterans (disabled only), standard (senior, affordable housing, non-profit, and conservation, etc.)

Property Appraiser Crawford presented a variety of charts to the Board, including one showing the certified taxable value of 2.56 billion; 43 percent of this amount is made up of tangible personal property. Utilities and mining make up a large portion of this, 43%. Tangible personal property assets are depreciating assets over time.

Regarding trends, Property Appraiser Crawford stated that there is a state of emergency when it comes to citrus; the citrus decline will significantly affect the tax base. The transitions into farming and sod will hold the tax base better than livestock. She shared charts showing the known changes in citrus and expressed that some of the transitions are still unknown.

Property Appraiser Crawford informed the Board of a Constitutional Amendment that will soon be on the ballot regarding an annual inflation adjustment for homestead property taxes. In 2008, Florida allowed the second homestead exemption; the adjustment on the ballot will only pertain to this second exemption and would affect higher value properties. Hardee County will be protected from this because it is a fiscally constrained county; a state distribution will return any money taken from the County as a result of this adjustment.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Commissioner Flores inquired about the tangible taxes related to mining, what the industrial percentage used to be, and whether the economic side is increasing as a result of economic development. Property Appraiser Crawford noted that the properties owned by the IDA (Industrial Development Authority) are taxable as long as they are being leased and not unoccupied.

Commissioner Melendy expressed his appreciation for the information shared, noting that some of it was new information for him and important for the public to hear.

Chairwoman Wyatt encouraged those in need of more explanation to visit the Property Appraiser's Office to review your specific property and expressed her appreciation for the presentation.

B. Alpha & Omega Freedom Ministries, Inc. - Program Overview:

Ms. Chris Price, Secretary of Corp & Grant Writer for Alpha & Omega Freedom Ministries, Inc., presented a program overview to the Board.

Hannah's House is a local domestic violence shelter with an additional 17-unit apartment complex for homeless women and children. Alpha & Omega Freedom Ministries, Inc., is a faith based 501(c)3 that began as a counseling center in 1988. Hannah's House opened in 2007 and now has nine bedrooms and three bathrooms.

Services offered included case management, life skills training, parenting and domestic violence survivor education, counseling, financial budgeting, addiction small groups, nutritional education, social-emotional coping skills, and more depending on client needs. Clients are provided with clothing, food and shelter as well as support in getting an education and finding jobs.

The ministry functions as a result of donations and grants. Grants typically are for specific projects and not day-to-day needs. Utility bills and insurance are two big financial costs. Monthly costs to keep the ministry running are between $10,000 to $15,000. Alpha & Omega Ministries, Inc., is not funded by the State.

Chairwoman Wyatt thanked Ms. Price for the presentation and called for any questions or comments from the Board.

Commissioner Meeks said that she recently toured the facilities and was very impressed with the ministry and how it is run as well as the services offered to the community.

Commissioner Melendy noted that the services offered by this ministry are worthwhile and needed.

Commissioner George expressed her appreciation for the local nonprofits that benefit the lives of people in the County.

Commissioner Flores noted the difficulty of this type of work and the blessing the organization is to the community.

Chairwoman Wyatt expressed her agreement with what the other Board members shared and expressed her appreciation for the relationship between the Sheriff's Office and Alpha & Omega Ministries, Inc.

C. Review of the Acentria Presentation of July 26, 2024:

Clerk Rogers, Insurance Committee Chair, presented a review of the proposed Acentria insurance rates to the Board; it was noted that the dental and vision rates remained the same as last year. Clerk Rogers explained that the County submitted an ITN (Invitation to Negotiate) regarding the Agent of Record; this was finalized on May 13, 2024. Acentria was the only Agent of Record that presented. This year the County plans to go out for a bid on other insurance carriers.

Chairwoman Wyatt reminded the Board that they have seen the charts and there have been no changes in rates. She called for any questions or comments from the Board.

Commissioner Flores expressed surprise that the rates did not increase.

Clerk Rogers noted that Accentria worked to keep the rates the same after being awarded the Agent of Record.

Chairwoman Wyatt thanked Clerk Rogers for the presentation.

D. Hardee County Public Library Summer Program Update:

Library Services Manager, Regina Ussery, presented a summer program update to the Board. Manager Ussery began by recognizing the Friends of the Library and its directors and board members who make library programs possible throughout the year. Manager Ussery acknowledged and thanked her staff for their help in prepping, planning, and carrying out the programs.

Manager Ussery explained the summer goals of providing programs for all age groups, including adults and teens, as well as increasing the number of in-person programs offered by the library. Both goals were reached. Manager Ussery presented the final calendars showing the summer programs and noted that there was a minimum of two programs offered on each day that the library was open. This was the first year that a detailed program guide was offered.

Programming statistics: 95 in-person programs offered, which were attended by 1,995 people for the months of June and July, 5,032 people visited the library in June; 3,908 visited in July.
Circulation statistics: 3,855 items were checked out in June and July.

Chairwoman Wyatt thanked Manager Ussery for her presentation and called for any questions or comments.

Commissioner Flores and Commissioner Melendy offered their congratulations on meeting the goals.

Commissioner George asked for a comparison of numbers with last year. Manager Ussery noted that the numbers increased, and she can provide exact numbers at a later time.

Commissioner Meeks inquired as to who created the summer programming. Manager Ussery expressed it was a joint effort with staff.

Chairwoman Wyatt expressed her appreciation for the work done by library staff to encourage participation by all ages.

E. Proclamation Declaring September 2024, as "Suicide Prevention Month":

Ms. Maria Pearson, Drug Free Hardee, and Veterans Services Officer, Sarah Hager, presented a proclamation declaring September 2024, as "Suicide Prevention Month." The statistics listed on the chart are the actual Florida statistics. Ms. Pearson noted that t-shirts had been given to Board and audience members with the Suicide Prevention hotline phone number printed on them.

Ms. Hager read the proclamation.

Chairwoman Wyatt thanked Ms. Hager for the proclamation and noted that the Board would not be voting on the proclamation until the BOCC meeting at the end of the month. She expressed the importance of this issue and her appreciation for the attention drawn to it.

Chairwoman Wyatt called for questions or comments from the Board.

Commissioner Melendy noted the importance of the subject.

Commissioner Flores thanked Ms. Pearson and Ms. Hager for bringing this matter to the Board's attention and noted the sobering statistic that someone dies of suicide every 12 minutes.

Commissioner George expressed her thanks to Ms. Pearson and Ms. Hager.

Ms. Hager expressed a personal note regarding suicide prevention and the personal responsibility of everyone to help prevent this.

Chairwoman Wyatt recess the meeting at 10:02 a.m.
Chairwoman Wyatt reconvened the meeting at 10:12 am.

F. Central Florida Regional Planning Council (CFRPC) - Minor Subdivision Presentation:

Community Development Director, Todd Miller, reminded the Board of several recent discussions on the minor subdivision process in the Land Development Code; recent events have brought to light issues that need to be addressed and considered. He introduced Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRCP) and Mr. Jeff Schmucker, AICP, Planning Director, Central Florida Regional Planning Council (CFRPC).

CFRPC Director Codo-Salisbury walked through the presentation on minor subdivisions with the Board, noting first that the definition of a minor subdivision according to the current code is a subdivision of land on an existing roadway where no infrastructure improvements are required. A minor subdivision can consist of up to five parcels of land, including the parent parcel; if the parent parcel is 20 acres or greater, it can possibly be subdivided again in the future. In the current Land Development Code minor subdivisions are allowed in all zoning districts from one unit on five acres to one unit on a 7500 square foot lot.

CFRPC Director Codo-Salisbury reminded the Board of a previous discussion related to driveway cuts and congested roadways on collector roads when the minor subdivisions are made up of smaller lots. She highlighted some of the high-density area challenges for residents that County staff need to consider because of current or future high density. Several options to address this will be presented to the Board today.

A matrix of less-dense zoning areas along with maps was presented for zoning districts F-R to A-1, which include one acre to five acre lots.

Concept 1: allow minor subdivisions in the Agriculture Future Land Use areas of the County; mostly five-acre lots (but would allow for 7500 sq. ft. lots) and would allow an increase in the number of lots to 10 rather than five; this land use area is a majority of the County. This option would allow fewer minor subdivisions in higher density areas where infrastructure is planned for the future.

Concept 2: allow minor subdivisions in the F-R (Farm-Residential) Zoning District of one dwelling unit per acre through the A-1 Zoning District of one unit per five acres; the A-1 Zoning District would allow for an increase in the number of lots from five to ten; five lot splits would be maintained in the F-R, and in F-R one special approval would be needed to further subdivide the parent parcel.

Chairwoman Wyatt thanked CFRPC Director Codo-Salisbury for the information and invited comments and questions.

Commissioner Flores expressed concern regarding the 100 ft. road frontage on F-R 2.0 and F-R 2.5; he noted that not including F-R Zoning District in Concept 1 would not be desired. He asked if the County should consider increasing the road frontage for F-R districts in Concept 2. Commissioner Flores inquired about the cost of a road study regarding entrance ways and road frontage.

Assistant County Manager/Public Works Director Simpron stated his perspective regarding managing access on local roadways in higher density zoning areas, such as F-R. Traffic impacts are a bigger concern in higher density areas; it's important to see the cumulative effects on traffic when minor subdivisions are stacked. He noted that the costs of traffic impact studies range upwards of $2,000, but are related to the amount of area being influenced and considered.

Commissioner Flores noted that one and two acre lots are in higher demand in a rural community like ours and expressed concern about an increase in development costs for these areas regarding traffic studies and maintenance of roadways.

Assistant County Manager/Public Works Director Simpron noted that in large land areas with parent parcels above 20 acres, a landowner has the option of doing a major platted subdivision, which would allow for traffic studies. He also noted that cross-access easements are also an allowable option where only one or two driveways allow for 50-foot access easements for future development of lots within a parcel.

Commissioner Flores expressed that the goal is developing or creating more tax base, which requires finding ways for developers to create more homes and space for homes.

Chairwoman Wyatt invited CFRPC Codo-Salisbury to respond.

CFRPC Director Codo-Salisbury thanked the Board for their helpful feedback. She noted that as they are working on the Long-Range Transportation Plan Update, and the Comprehensive Plan Update roadway classifications are a consideration. She asked the Board for clarification regarding whether to limit minor subdivisions from F-R to A-1.

Chairwoman Wyatt called for any further questions or comments.

Commissioner Melendy commented on the impact growth and development have had on SR 66 and drivers as residents turn in and out of driveways. Commissioner Melendy inquired of Commissioner Flores as to what he could not support in Concept 1.

Commissioner Flores expressed that it was the restriction on minor subdivisions in F-R zoning. Commissioner Flores also noted that developers are responsible for checking with the State on driveway requirements on State highways. In that case, the requirements and restrictions (650 ft) are not given by the County, but the State.

Commissioner Flores inquired if it would be possible to ask the public (audience members) if anyone has a comment regarding the two concepts presented.

Chairwoman Wyatt inquired of CFRPC Director Codo-Salisbury if there had been a public workshop on this topic. CFRPC Director Codo-Salisbury noted that there had not been a public workshop or roundtable, but the CFRPC met with Mr. Colding knowing he works with minor subdivisions.

Chairwoman Wyatt called for audience input on this topic. None given.

Chairwoman Wyatt called for any further questions or comments from the Board and Director Todd Miller. None given.

County Manager Atchley inquired from the panel of CFRPC representatives and Director Miller as to the next steps in moving forward and whether they have the information they need to move forward. He asked what, if anything, is needed for CFRPC and County staff to continue working on this topic.

CFRPC Director Codo-Salisbury asked the Board to work through the bullet points on Concept 2. She specifically asked for a consensus and feedback on limiting minor subdivisions to only F-R 1 and A-1 Zoning Districts.

Commissioner Flores noted that the bigger concern is the higher density areas. He noted the points he agrees with and supports in Concept 2. He agreed that minor subdivisions in higher density areas need to stop; consideration needs to be made for how to incorporate F-R 2 and F-R 2.5 moving forward.

CFRPC Director Codo-Salisbury noted that staff would work with Director Simpron in consideration of these things. She provided a recap of the points discussed: minor subdivisions would continue in the least dense zoning districts, increasing the number of lots allowed in 5-acre A-1 zoning, allowing up to five lots in each minor subdivision for F-R 1 to F-R 2.5.

Commissioner Melendy asked if the proposed option is more or less restrictive than where it started. CFRPC Director Codo-Salisbury responded that it is both and explained why: F-R 1 to A-1 would be the limit for districts that allowed minor subdivisions (more restrictive); 1-to-3-acre lot options would remain the same.

Commissioner Flores inquired if there are restrictions on changing zoning specifically to R-3 and noted that in the past this zoning might be allowed without infrastructure in place. He talked through the option of Concept 2 and how the zoning might change if it was currently R-3, but someone wanted to build a minor subdivision with one acre lots.

Community Development Director Miller responded to this inquiry, noting that a rezoning back to F-R would make sense in areas where there are no utilities, and someone would like to build a minor subdivision.

Commissioner Melendy noted that allowing up to 10 lots in a minor subdivision is less restrictive than the current guidelines. He confirmed that half acre lots would not allow for minor subdivisions, but one acre lots would. CFRPC Director Codo-Salisbury confirmed that any lots under five acres in size are limited to minor subdivisions of up to five lots. Only the 5-acre lot parcels in A-1 zoning are eligible for up to 10 lots in a minor subdivision. One acre lots are not A-1 zoning as there must be a minimum of five acres for this zoning district.

Chairwoman Wyatt called for any further questions or comments.

Commissioner Meeks inquired if the goal was accomplished in the minor subdivision conversation. Commissioner Melendy responded no. CFRPC Director Codo-Salisbury noted that perhaps they are a quarter of the way.

Commissioner Flores expressed a desire to understand Commissioner Meek's question and noted that given the proposed concepts and options the *Barkdoll Subdivision* would not have been eligible for minor subdivision. Commissioner Meeks referenced the original concern of stacking subdivisions.

Chairwoman Wyatt noted this is still a work in progress. CFRPC Director Codo-Salisbury noted that with the Comprehensive Plan Update, data and analysis will be presented to the Board, which combined with the Land Use Map and infrastructure will help inform the Board and give them confidence.

Chairwoman Wyatt confirmed with County Manager Atchley that nothing further is needed from the Board today to continue to move forward. She thanked CFRPC Director Codo-Salisbury for the presentation, concepts presented, and subsequent discussion.

G. Medical Marijuana Dispensaries - Direction from Board to Return to Planning and Zoning:

County Manager Atchley informed the Board that Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRCP), and Mr. Jeff Schmucker, AICP, Planning Director, Central Florida Regional Planning Council (CFRPC), would continue in discussion with them regarding Florida Statute 381.986, which gives jurisdictions the ability to ban medical marijuana dispensaries or to permit them. Representatives from CFRPC will give a presentation to the Board regarding this topic as well as how it is being handled in other areas with the goal of gaining Board direction and consensus on how to move forward in response to the options presented.

CFRPC Director Codo-Salisbury informed the Board that medical marijuana treatment centers are regulated by the State in the form of large-scale facilities where low THC medical marijuana is cultivated, processed, transported, and dispensed. The Medical Marijuana Treatment Center Dispensaries are facilities where purchases can be made with a prescription. OTC (over the counter) CBD products can be purchased by anyone 21 or older as long as they do not contain more than 0.5mg THC per serving or 2 mg total of THC per package. CBD products sold over the counter are not regulated by medical marijuana dispensing laws.

CFRPC Director Codo-Salisbury noted that according to the Florida State Statute a medical marijuana dispensing facility cannot be closer than 500 feet from the real property of any school. State requirements provide additional criteria regarding surveillance and alarm systems as well as hours of operation and employees; all employees must be over 21 years old and at least two employees must be on-site 24 hours a day.

Local governments have the option of allowing or banning dispensaries, allowing them with the same criteria as pharmacies or allowing them with additional criteria. Currently the cities of Bowling Green and Zolfo Springs ban medical marijuana dispensaries; the City of Wauchula allows them with the same criteria as pharmacies. CFRPC Director Codo-Salisbury provided data related to surrounding counties. County governments cannot place limits on the number of dispensaries if they do not ban them. Local governments may regulate the location according to zoning districts.

County Manager Atchley noted that the purpose of this presentation is to gain direction from the Board on whether to pursue any of the three options presented.

Chairwoman Wyatt called for questions or comments from Commissioners.

Commissioner Flores inquired if pharmacies could sell medical marijuana.

County Attorney Johnston affirmed that only dispensaries are authorized as it is regulated by the State. If the County does not ban them, they need to be treated the same as pharmacies, but this does not preclude the Board from enacting legislation on pharmacies. Location requirements and additional requirements can be put on pharmacies to include medical marijuana dispensaries.

Commissioner Flores clarified if the employees of medical marijuana dispensaries have the same requirements as pharmacists. County Attorney Johnston noted that there is likely a doctor or pharmacist on staff, but not all employees meet this criterion.

Commissioner Melendy commented that he lacks experience with this topic, but expressed that it has not been communicated to society in general what medical marijuana dispensaries are even though voters chose it. He questioned whether Hardee citizens are driving to other counties to access these facilities. He expressed support for Option 2 that restricts locations consistent with other requirements like pharmacies. He asked if the 500 feet distance from a school is the only requirement.

County Attorney Johnston noted that any further restrictions would have to be applied to pharmacies.

Commissioner Meeks expressed support for Option 2. She noted that people cannot access the building without a card. Commissioner Melendy noted that the purpose is medicinal.

Commissioner George expressed support for Option 2 and stated personal experience for use as pain relief.

Commissioner Flores noted his initial feeling is Option 3 to ban the dispensaries, but expressed that he knows it is and can be used as pain relief. He explained that his thought behind choosing Option 3 is because the City of Wauchula already allows it and therefore, the County does not need to.

Chairwoman Wyatt expressed her preference for Option 3 and Commissioner Melendy inquired as to why it should be banned.

Commissioner Flores expressed that recreational use marijuana has typically had a negative connotation and allowing recreational use is the step that follows medical use. He noted that citizens who need it have access to it through the City of Wauchula.

Chairwoman Wyatt noted all the requirements associated with medical dispensary facilities and stated that these are in place because of the crime associated with misuse of marijuana. Allowing these facilities in the County opens the door for this crime. She noted the ease of obtaining a card, the lack of requirements from doctors for obtaining the card, and the misuse of medical marijuana. She also expressed concern regarding the number of facilities multiplying quickly.

Commissioner George expressed her disagreement, noting that liquor stores have the same requirements and CBD is not fentanyl; it is a legal substance. She noted that the numbers of stores are higher in other counties relative to population and expressed that if a person has legal access to marijuana, then they should have access to it.

Commissioner Flores expressed his understanding of the security systems needed and similar concerns to Chairwoman Wyatt.

Chairwoman Wyatt noted that a liquor store is not required by the State to have the same security.

County Attorney Johnston advised that some of the security requirements are related to the fact that medical marijuana dispensaries are a cash only business because it is still illegal federally. Some of the criminal concerns related to the amounts of cash being handled and not the substance. She does not have information on crime statistics for dispensaries in surrounding counties.

Commissioner Meeks expressed her understanding that marijuana can be a gateway drug, but noted that the local tobacco shops who are selling unhealthy substances do not have regulations. She noted that some of the dispensaries give back to the community; a dispensary in Highlands County is the largest contributor to a local food bank.

Commissioner Meeks confirmed with County Attorney Johnston that the legalization of marijuana will be on the ballot for November. She inquired as to how legalization would affect the dispensaries. County Attorney Johnston advised that if marijuana was legalized, then restrictions and regulations would likely be adapted and changed.

Commissioner Meeks asked if any citizens have inquired about opening a medical marijuana dispensary. County Manager Atchley affirmed that there have been inquiries.

Commissioner Flores expressed that he would like to hear the opinion of the public on this subject. He inquired if there is a processing plant in Hardee County. Chairwoman Wyatt stated there is a plant in Zolfo Springs.

Chairwoman Wyatt inquired about Sheriff Crawford's input.

Commissioner Melendy stated that some of the information being shared in this meeting is new to him. He expressed that he had viewed it as a medicine viewed by a doctor and had not considered the moral implications, but appreciated the discussion.

Hardee County Sheriff, Vent Crawford, stated that medical marijuana is a helpful drug if it is not abused. He compared it to other helpful drugs that can be abused by people and affirmed that it is a gateway drug. He noted that if recreational marijuana is legalized in the State of Florida in November it will bring about more jobs for the Sheriff's Office because more deputies will be needed due to abuse of drugs. If used as prescribed, medical marijuana helps people, but the reality

of a gateway drug is a concern. He noted that the City of Wauchula has already allowed for the sale of medical marijuana in the county and citizens are not required to drive to another county for purchase.

Chairwoman Wyatt called for any questions for Sheriff Crawford. None noted.

Chairwoman Wyatt called for public comment.

The following persons addressed the Board:

Ms. Maria Pearson of Drug Free Hardee
Mr. Tim Wells
Ms. Sandy Scott

County Manager Atchley noted that any of the three options for consideration would require an amendment to the Land Development Code, which would require being brought before the Planning and Zoning Board as well as a public hearing before a final decision by the Board. Staff are looking today for guidance from the Board; it currently seems the majority consensus is Option 2. If that is not the case, what is the consensus?

Commissioner Meeks noted that as a commissioner you must vote based on rules and regulations rather than your heart. She noted the two sides of this issue: creating jobs and providing a service while not wanting to create a gateway path. If the vote is based on morals, she would go with Option 3.

Commissioner Melendy expressed his view that this is a medicine prescribed to someone who has been evaluated by a certified physician who prescribes it for a specific purpose.

Commissioner Flores stated again why he believed Option 3 was the best for the County.

Commissioner George weighed in on the discussion by stating again her preference for Option 2, but the consensus of the Board is Option 3.

County Manager Atchley noted that staff would move forward with the Planning and Zoning Board to implement a ban on medical marijuana dispensing facilities to be considered by the Board at a later date.

Chairwoman Wyatt recessed the meeting at 12:07 p.m.
Chairwoman Wyatt reconvened the meeting at 12:17 p.m.

H. Tri-County Human Services - In-Kind Lease Agreement Renewal:

Purchasing Director, Carmen Soles, presented the Tri-County Human Services In-Kind Lease Agreement renewal to the Board. The current lease ends on September 30, 2024; a renewal process needs to be approved and signed by the Board.

Chairwoman Wyatt called for questions or comments from the Board. She inquired if the Public Liability All-Risk insurance is implemented after the lease agreement is signed.

County Attorney Johnston explained that the actual lease agreement would be modified to confirm in-kind services and to clarify insurance requirements, etc. The business terms will remain the same.

Chairwoman Wyatt inquired as to when an inspection on the office space was last completed. Director Soles noted that she will obtain this information and get back to the Board.

Commissioner Flores inquired about whether Tri-County Human Services is a non-profit organization. Director Soles confirmed this to be true.

I. Budget Amendments:

Budget Manager, Diane Moore, presented a budget amendment to increase the County Attorney Professional Services line item by $50,000. The budget approved for this line for this fiscal year was $90,000 and to date $45,600 has been transferred to this line from other lines. The budget balance on this line is $135,600 and the year-to-date attorney fees are $132,943. Additional funds are needed to complete the fiscal year.

Chairwoman Wyatt called for questions or comments from the Board.

Commissioner Flores asked if adjustments have been made to next year's budget.

County Manager Atchley explained that the proposed budget has been increased to $150,000, but this may need to be amended before final approval. Staff are anticipating the need for these services to increase as more appropriations and grant opportunities are realized.

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

J. Fixed Assets Transfer and Disposal:

Budget Manager, Diane Moore, presented the following assets transfers and disposals to the Board:

2023-2024 REQUEST HARDEE COUNTY BOCC APPROVAL OF TRANSFERS/DISPOSALS OF COUNTY ASSETS - PAGE 1

SEPT 5, 2024 BOCC WORKSHOP
SEPT 26, 2024 BOCC MEETING

PRC #	DESCRIPTION	FROM	TO	DISPOSED
B-20-301	CARPET - COUNTY MANAGER'S OFFICE	FACILITIES		X
	This is not fully depreciated as it was just replaced in 2020.			
103	2014 FREIGHTLINER	ROAD & BRIDGE	FLEET MAINTENANCE	AUCTION
104	2014 FREIGHTLINER	ROAD & BRIDGE	FLEET MAINTENANCE	AUCTION
111	2014 INTERNATIONAL PROSTAR	ROAD & BRIDGE	FLEET MAINTENANCE	AUCTION
	None of the above assets are fully depreciated			

Amanda Roberts - Fixed Asset Specialist

Commissioner Flores inquired if the dump trucks are inoperable. County Manager Atchley confirmed that all three trucks need major repair work of more than $50,000 each for repairs.

Commissioner George asked about the status of equipment and if the County still has pieces of surplus to auction. County Manager Atchley noted that there are small pieces still to be disposed of; he noted that two of the three dump trucks would be replaced in September pending Board approval. The majority of surplus or broken equipment has been handled.

K. Resolution 2024-47 - Fee Schedule:

Budget Manager, Diane Moore, and Assistant County Manager Baber presented Resolution 2024-47 to the Board.

Assistant County Manager Baber opened the discussion by referencing last month's budget presentation and workshop, noting the list of fees and recommended staff changes that were presented. The budget has been built off this fee schedule; one new fee will be presented today.

Budget Manager Moore presented Resolution 2024-47, noting the new fee schedule would become effective October 1, 2024. She listed the departments that are requesting changes; total revenue generated from charges for services is $8.42 million, which amounts to 5.38 percent of the total FY 2024-2025 Budget. The new fee being added to the schedule is a $25 authorization user fee for the medical examiner.

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

Commissioner Flores asked about the driveway permits listed under the Road & Bridge Department as new fees. Assistant County Manager/Public Works Director Simpron noted that these fees are specific increases for services connected to currently existing fees.

Commissioner Flores inquired about the campsite fees for Pioneer Park, noting the daily versus monthly fees. He clarified if patrons could remain at a campsite for an entire month or if they must move after 14 days. Assistant County Manager Baber confirmed a stay of one month; state parks are limited to 14 days. All county parks follow the same rate fee structure.

Commissioner Flores inquired about increases to fees related to Emergency Medical Services (EMS). He noted the number of EMS fees that are already being written off each year and questioned whether this increase would be an increase in what needs to be written off.

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, noted that a billing clerk position for Fire Rescue had been added to help recoup some of the fees through collections. The increases in fees were recommended by the third-party billing company related to both comparables as well as increased costs of business.

Commissioner Flores inquired about the static fees for mining operations and permits. Assistant County Manager Baber noted that staff and County Attorney Johnston explored options for increasing fees, but due to Hurricane Ian and an 18-month extension by the governor, these mining department fees cannot be increased at this time. County Attorney Johnston noted that Senate Bill 250 has been extended for an additional year, which means a freeze on any fees that relate to development. Commissioner Flores noted that mining is not the same type of development and the desire to spread the burden of fees fairly.

Chairwoman Wyatt called for any further questions or comments.

Commissioner Meeks inquired about the cart fees for Hardee Lakes Park and the difference between golf cart fees and UTV fees if the speed limits are the same for both as well as the areas in which they can be ridden.

Commissioner Flores noted a similar concern and proposed making the fee a flat fee of $10 per day rather than the current $5 for golf carts and $20 for UTVs; this could potentially increase use of the park rather than discourage it due to cost.

County Manager Atchley expressed that staff can consider this adjustment if this is the consensus of the Board.

Assistant County Manager Baber inquired about a potential adjustment to the annual rate as well. Commissioner Flores affirmed that an annual flat fee of $100 would be fairer and that drivers will likely be more responsible now that certain trails are not available.

Commissioner Melendy expressed that the fees are voted on and discussed annually and there is a reason for the current set fee schedule. He noted that many fees are being increased substantially.

Assistant County Manager Baber noted that the fee schedule was compared to surrounding areas and counties in an attempt to bring the County in line and up to date. He noted his support for Commissioner Flores' suggestions if this is the consensus of the Board.

Chairwoman Wyatt expressed her support for a flat $10 daily fee and a $100 annual fee at Hardee Lakes Park for carts and ATVs/UTVs.

Commissioner Meeks inquired about the basis for the utility/water/wastewater fees. Assistant County Manager Baber noted these are the current rates.

Chairwoman Wyatt inquired about the soccer and baseball fields and the cost of maintenance related to the fields. She noted the electric light fee of $40. County Manager Atchley stated that the project should be completed this week for the installation of new lighting for these fields. Assistant County Manager Baber noted he can compile the data for the cost to maintain these fields.

Chairwoman Wyatt inquired about the Hardee Lakes Park fees for facility rentals. Assistant County Manager Baber stated that the picnic areas are free to the public, but can be reserved for a fee to ensure their availability for use.

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

Commissioner Flores asked to be excused from the meeting due to a scheduling conflict.

L. Medical Director of Hardee County Fire Rescue - Renewal of professional services with Dr. Edwin Pigman:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, informed the Board that Dr. Edwin Pigman has been the Medical Director for 15 years; his position is up for renewal on October 15, 2024. The position of Medical Director is required by Florida State Statute. Staff recommend continuing services with Dr. Pigman. Chief Dasher noted this is a good financial situation for the County as Dr. Pigman only charges $1,000 per month for his services; this amount has been static for some time. A fee increase of $500 per month, bringing the total to $1,500 per month has been proposed.

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

M. Hardee County Jail Change Order 1:

Capital Projects Manager, Bobby Keene, presented a change order regarding the roof replacement for the Hardee County Jail. This change order adds the gutter replacement to the project; it was initially left out due to costs. With recent cost savings on the HVAC Project, there are funds available to spend on the gutter replacement. The current contractor was the lowest bidder; mobilization costs are saved by using the current contractor. Staff recommended approval of the change order.

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

N. Wauchula Hills Water Treatment Plant Phase 8 Genset Request:

Capital Projects Manager, Bobby Keene, presented the Phase 8 Genset Request to the Board, noting that the current Genset for circuitry in the water and wastewater facility will be insufficient to provide for the amperage load following upgrades to the system. The County would like to move forward with installing a 400kW Genset that will triple the amount of amperage provided by the generator for emergency services. The cost of the project will be $151,303, which will be cost savings of approximately $500,000 by utilizing the current automatic transfer switch.

Staff are recommending the project be awarded to Mid Florida Diesel, Inc., with the Hernando County contract to procure and install the generator for the water treatment plant.

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

Commissioner Melendy inquired about a time frame for the project. Manager Keene noted that the project would move forward as soon as possible, but procuring the generator could take six to ten months.

Commissioner Melendy inquired if the project is part of the current fiscal year's budget. Manager Keene responded that the project falls in the current year's budget as funded by legislative appropriations and water quality improvement grants.

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

O. Road Closure for Manuel Road:

Right of Way Agent, Tara Holton, presented a request for a partial road closure on Manuel Road. Mosaic Fertilizer, LLC, (Mosaic) has petitioned the Board for the closure of approximately 1,522 feet of Manuel Road for the purposes of agriculture. Upon approval, the County would no longer be responsible for maintenance of this road.

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

Commissioner Melendy inquired about the County maintenance of the remaining portions of Manuel Road. The Board and staff reviewed the map and noted there is room for a turn-around; Mosaic owns all surrounding parcels on Manuel Road.

Chairwoman Wyatt noted there is a letter from PRECO (Peace River Electric Cooperative) and CenturyLink detailing their support for the request.

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

P. Interlocal Agreement with the City of Wauchula for Information Technology (IT) Support Services:

Assistant County Manager Baber presented an updated agreement for IT support services with the City of Wauchula. The previous interlocal agreement for $32,000 was for both IT and GIS work. However, the City of Wauchula has an opportunity to receive their GIS services via a Florida Municipal Power Agency at a cheaper rate. The current interlocal contract with the County for IT support services will be $22,000 annually. The County has no objection to this opportunity.

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

Q. Hardee County Health Department 2024/2025 Core Contract Renewal:

County Manager Atchley presented the annual core contract with the Florida Department of Health for the Hardee County Health Department. There are no substantial changes to the contract.

Ms. Kristin Casey, Operations & Management Consultant Manager for Hardee County Health Department, informed the Board that the only change to the core contract is a reduction in the number of staff from 36 to 30.

Ms. Casey noted that the Fee Resolution is also being presented to the Board and has not been brought before the Board since 2016/2017. The Department of Health internally reviews the fee resolution annually, but no changes have been necessary until now. The fees that are being changed are user fees, which will only impact those who are utilizing the specific services.

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

Chairwoman Wyatt clarified that the core contract must be renewed annually. Ms. Casey affirmed that the fee schedule does not need to be brought before the Board unless changes are proposed.

Commissioner Melendy inquired about the specific fee changes that are being proposed and asked for a record of these before the business meeting.

Ms. Casey affirmed that an itemized schedule would be provided to the Board, and she identified some of the proposed changes. She noted that the lowest increased amount is $5, but does not exceed $100 and the average increase is $50.

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

5. REMINDERS

- September 10, 2024 - BOCC Budget Workshop beginning at 5:05 p.m.
- September 15 - 19, 2024 - FAC Innovation and Policy Conference
- September 24, 2024 - Final Budget Hearing beginning at 5:05 p.m.
- September 26, 2024 - BOCC Meeting beginning at 8:30 a.m.

Assistant County Manager Baber introduced Ms. Savannah Moran as a new Hardee County team member and updated the Board on her responsibilities and position.

County Attorney Johnston noted that based on the discussion related to medical marijuana dispensaries there would be a Zoning and Progress Resolution presented at the September 26th meeting. This will pause the process while regulations are being developed.

Chairwoman Wyatt called for any further comments. None noted.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 1:14 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

September 30, 2024, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

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

Commissioner Flores requested to remove Consent Agenda Item E, Resolution 2024-47 for further Board discussion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve the Consent Agenda with the change of moving Item E from the Consent Agenda to the Regular Agenda.

Chairwoman Wyatt called for public comment. None given.

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

Chairwoman Wyatt inquired if County Manager Atchley had a preference on where to move Item E in the Agenda. He suggested either the beginning or end of the regular business items. Chairwoman Wyatt moved Item E: Resolution 2024-47 to Section A as A1 following Community Development Director, Todd Miller.

4. MINUTES FOR APPROVAL

A. BCC Regular Meeting Minutes of 04/18/2024, at 8:30 a.m.
BCC Workshop Session Minutes of 05/02/2024, at 8:30 a.m.
BCC/Planning and Zoning Board Joint Meeting Minutes of 05/09/2024, at 8:30 a.m.

Motion by Commissioner Melendy and second by Commissioner George to approve the minutes as presented.

Chairwoman Wyatt called for any public comment. None given.

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

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chairwoman Wyatt called for general public comment. None given.

6. PROCLAMATIONS

A. Proclamation declaring October 2024, as "Domestic Violence Awareness Month":

Hardee County Sheriff, Vent Crawford, introduced Missy Sperry to read the proclamation recognizing October 2024, as "Domestic Violence Awareness Month."

Chairwoman Wyatt noted that the date on her copy of the proclamation read September 26, 2024, rather than September 30, 2024. County Attorney Johnston affirmed that this would need to be changed.

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

Commissioner Melendy thanked Sheriff Crawford and Ms. Sperry for bringing the proclamation before the Board.

Motion by Commissioner Flores and second by Commissioner Melendy to approve the proclamation declaring October 2024, as "Domestic Violence Awareness Month."

Chairwoman Wyatt called for any public comment. None given.

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

7. CONSENT AGENDA

Motion by Commissioner Melendy and second by Commissioner Meeks to approve the Consent Agenda as presented.

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

A. To ratify the proclamation declaring September 2024, as "Suicide Prevention Month" as presented by Maria Pearson and Sarah Hager during the September 5, 2024, workshop.

B. Board approval of the in-kind lease agreement renewal between the County and Tri-County Human Services, Inc., in substantially the attached form, subject to approval by the County Attorney and authorization for the Chair to sign any necessary documents, in furtherance thereof.

C. Board approval of the budget amendments as presented on September 5, 2024.

D. Board approval of the fixed assets transfer and disposal as presented on September 5, 2024.

Consent Agenda Item E removed for Board discussion:

~~E. Board approval of Resolution 2024-47, a resolution of the Board of County Commissioners of Hardee County, Florida, updating the Hardee County Fee Schedule for the implementation, administration and enforcement of the County Code of Ordinances; providing for authorization, and for an effective date.~~

F. Board approval of the renewal of professional services with Dr. Edwin Pigman for the Medical Director of Hardee County Fire Rescue in substantially the attached form, subject to approval by the County Attorney and authorization for the Chair to sign any necessary documents, in furtherance thereof.

G. Board approval of the Hardee County Jail Roof Replacement Change Order 1 with Team Craft to facilitate the addition of shop-form gutters and downspouts; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

H. Board approval of the Wauchula Hills Water Treatment Plant Phase 8 Genset Request Proposal from Mid Florida Diesel, Inc., for a 400kw generator in the amount of $151,303; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

I. Board approval of the Interlocal Agreement between the County and the City of Wauchula for Information Technology (IT) Support Services in substantially the attached form, subject to approval by the County Attorney and authorization for the Chair to sign any necessary documents, in furtherance thereof.

J. Board approval of Resolution 2024-81, a resolution of the Hardee County Board of County Commissioners of Hardee County, Florida, establishing the fee schedule for the Hardee County Health Department; providing for authorization, and providing for an effective date.

8. PRESENTATIONS

A. Recognition of Hardee County's Amateur Radio Emergency Services Operators:

Emergency Management Director, Lane Schneider, recognized two members of the Amateur Radio Emergency Services Team: Mr. Darrell Davis and Mr. Michael Douglas. Director Schneider noted that these men have been in service to the County for 20 years and were beneficial to the County during Hurricane Ian for communication between the Emergency Operations Center and the Special Needs Shelter when the cell-phone service went down.

Director Schneider presented plaques recognizing Mr. Darrell Davis and Mr. Michael Douglas for their dedication and service to Hardee County.

Chairwoman Wyatt, on behalf of the Board, thanked Mr. Davis and Mr. Douglas for their service.

Mr. Darrell Davis addressed the Board.

Chairwoman Wyatt noted that the Amateur Radio Emergency Services Team is looking for volunteers.

9. BUSINESS AGENDA - Quasi-Judicial Items:

No items were presented.

10. BUSINESS AGENDA - Ordinances:

A. Ordinance 2024-06 - Utility Ordinance Final Public Hearing:

Utilities Operations Manager, Evelyn Guffey, along with Utilities Superintendent, Bobby Keene, requested approval of the second and final reading of the Utility Ordinance. Manager Guffy noted that the ordinance was presented at the June 18, 2024, BOCC Workshop Meeting; first reading took place at the August 15, 2024, BOCC Meeting; it was posted in the Herald Advocate on September 12, 2024, and to the County website as well as submission of the Business Impact Statement to the 33 businesses on the utilities system.

County Attorney Johnston noted there are a few things she needs to cover for the record. She read into the record the changes made between first and second readings, including chapter number, updating references to departments, and other non-substantive changes.

Chairwoman Wyatt inquired if the motion on the agenda is sufficient. County Attorney Johnson affirmed this to be true.

Utilities Superintendent Keene read the motion into the record.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve Final Public Hearing of Ordinance 2024-06, an ordinance of the Board of County Commissioners of Hardee County, Florida, repealing and replacing an ordinance in conflict therewith and creating Chapter 14 of The Hardee County Code of Ordinances "Water and Sewers" to update the water and wastewater utility regulations and provide for the

imposition of penalties and administrative fines, civil citations and hearing procedures and lien imposition and release guidelines; providing for repeal, conflicts, severability, codification, and for an effective date.

Chairwoman Wyatt called for any public comment. None given.

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

B. Ordinance 2024-07 - Minor Subdivision Amendments:

Community Development Director, Todd Miller, and Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRPC), presented the first reading of Ordinance 2024-07, Minor Subdivision Amendments. Director Miller noted the ongoing discussion related to this topic, including the discussion at the recent workshop, and the minor changes made because of that discussion.

CFRPC Director Codo-Salisbury presented a brief overview of the proposed amendments along with the Planning and Zoning Board recommendation. She outlined the definition of minor subdivision as a subdivision of land on an existing roadway where no infrastructure improvements are required. According to today's regulations, a minor subdivision can consist of up to five parcels of land, including the parent parcel; if the remaining parent parcel is 20 acres or greater it can stand alone and potentially be eligible for future subdividing. CFRPC Director Codo-Salisbury presented several examples of minor subdivision options via PowerPoint, noting that currently, minor subdivisions are allowed in all zoning districts; the proposed amendments would allow minor subdivisions in the 5-acre A-1 Zoning Districts down to the F-R 1-acre lots. Minor subdivisions going forward would not be allowed in zoning districts smaller than 1-acre lots.

The proposed language would allow minor subdivisions in Farm-Residential (F-R) as 1-acre, 2-acre, and 2.5-acre lots and in the A-1 Zoning Districts. Additional language has been added to allow up to 10 lots in the Agriculture Zoning District; all minor subdivision lot splits in the Farm-Residential district would cap at five. CFRPC Director Codo-Salisbury presented a zoning map to the Board highlighting where minor subdivisions would be allowed in the County.

The Planning and Zoning Board held a public hearing on September 5, 2024, proposed changes and recommended approval with the change of no further lot splits being allowed in the F-R district after the first lot split unless special approval was given.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Commissioner Flores expressed support for the proposed amendments. He questioned if the changes to the Board in November should be considered in making this decision now.

Chairwoman Wyatt commented that none of the potential Board candidates attended the meeting to provide their input. Commissioner Meeks expressed a similar opinion, noting that their input could have been provided during public comment if so desired.

Commissioner George stated that any of the decisions made by the Board could be questioned or disagreed with by incoming Board members and therefore, the current Board should move forward with making decisions.

County Manager Atchley reminded the Board that the timeline process for this discussion and the decision was made available to the public.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve the first reading of Ordinance 2024-07, an ordinance of Hardee County, Florida, relating to minor subdivisions, amending the Unified Land

Development Code, Article 9, application review and decision making; by amending Section 9.11.05, Minor Subdivisions, of; clarifying requirements for minor subdivisions; providing for conflicts, severability, codification; the administrative correction of scrivener's error, and an effective date.

Chairwoman Wyatt called for public comment. None noted.

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

11. BUSINESS AGENDA - Action Items:

A. Evaluation and Appraisal Report of the Hardee County Comprehensive Plan:

Community Development Director, Todd Miller, reminded the Board that the County is due for the Evaluation and Appraisal Report (EAR) as well as an update to the Comprehensive Plan and staff would like to consult with the Central Florida Regional Planning Council (CFRPC) to help with these reports and updates.

Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRCP), explained that every seven years the State requires a review of Comprehensive Plans in the form of an Evaluation and Appraisal Report. She noted that this is a horizon year for the County; the current plan goes until the year 2030, and staff are looking to update the plan to the year 2050.

CFRPC Director Codo-Salisbury informed the Board that the Evaluation and Appraisal Report is being completed pursuant to Florida Statutes along with a prepared affidavit stating that the County will update the plan to be consistent with Florida Statutes. She outlined some of the documents and pieces that will come before them in the upcoming year, including data and analysis, looking at 10-and 20-year horizons, community engagement events in upcoming months, drafting amendments in workshops next spring and summer in preparation for an adoption of the plan next fall.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Chairwoman Wyatt clarified the Florida Statute number.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve the agreement between the County and the Central Florida Regional Planning Council for Evaluation and Appraisal Report of the Hardee County Comprehensive Plan in substantially the attached form, subject to approval by the County Attorney and authorize for the Chair to sign all necessary documents, in furtherance thereof.

Chairwoman Wyatt called for any public comment. None given.

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

Consent Agenda Item E Removed for Board Discussion:

A1. Resolution 2024-47, Hardee County Fee Schedule:

Chairwoman Wyatt noted that this agenda item was formerly Item E on the Consent Agenda, but Commissioner Flores asked for it to be moved for further discussion. She invited Commissioner Flores to speak.

Commissioner Flores noted that Resolution 2024-47 was reviewed at the recent budget workshop, but he has a few questions related to it. He expressed that he continues to hear from the public about the increase in fees. Commissioner Flores noted that EMS fees increased to $815 and $850, but the County already has a big write-off

each year where EMS fees are concerned; in comparison to other counties Hardee seems to be higher than others. Should this fee under Appendix C1: Emergency Medical Services be reviewed?

Chairwoman Wyatt inquired of Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, that these fees were investigated by staff. Chief Dasher explained that County fees are typically compared to Desoto or Dixie counties. He noted that Manatee County is not comparable because those fees are for EMS only and not Fire Rescue. The recommendations came from the billing company that pulls from like counties. Chief Dasher noted that historically Hardee County has been on the low end of fees; checks are expected soon that will help decrease the write-offs.

Chief Dasher noted that years of not raising fees are now impacting the County and being felt in significant ways.

Chairwoman Wyatt called for additional comments.

Commissioner George inquired as to when was the last time when fees were raised. Staff were unable to give an exact response during the meeting. Commissioner George inquired if staff are working with a collection agency or in-house. Director Dasher noted that the former position of billing coordinator is being reinstated to help recoup fees. He noted the need for an internal set County policy regarding collection of fees along with the advantage of having a staff member dedicated to collection of fees.

Chief Dasher highlighted the increase in costs for medical supplies and general expenses of operation, i.e., tires for ambulances.

Commissioner Flores inquired about the fees related to use of Hardee Lakes Park and driving in a golf cart versus driving in a car. Parks Superintendent, Ben Willis, noted that the entrance fee is not charged to people who drive in a golf versus if it is brought in on a trailer.

Chairwoman Wyatt called for any additional questions or comments on this item. None noted.

Chairwoman Wyatt expressed her support for the increase in fees related to EMS services.

Chairwoman Wyatt opened the floor for a motion.

Motion by Commissioner Meeks and second by Commissioner Melendy to approve Resolution 2024-47, a resolution of the Board of County Commissioners of Hardee County, Florida, updating the Hardee County Fee Schedule for the implementation, administration and enforcement of the County Code of Ordinances; providing for authorization, and for an effective date.

Chairwoman Wyatt called for public comment.

The following person addressed the Board:

Mr. Andrew Smith

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

B. Resolution 2024-84 - Zoning in Progress for Medical Marijuana Dispensaries:

Community Development Director, Todd Miller, reminded the Board that this topic was discussed at the previous BOCC Workshop Session. CFRPC (Central Florida Regional Planning Council) staff presented options related to medical marijuana dispensaries; one of the options was to ban these dispensaries in the unincorporated parts of the County. This was the chosen course of action, but to address applications that might be submitted before the public hearing process is completed a Zoning in Process Ordinance is needed.

Director Miller noted that the Planning and Zoning Board will be hearing the medical marijuana ban ordinance at their meeting on Thursday evening October 3, 2024. The County Attorney has drafted a Zoning in Progress Ordinance.

County Attorney Johnston advised that the Zoning in Progress Ordinance essentially puts a pause on applications and notifies the public that amendments are being drafted related to this topic.

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

Commissioner Flores confirmed that if someone makes an application, no decision is made until the process is completed. County Attorney Johnston affirmed this and added that an appeal process is available to the applicant as well.

Commissioner Flores asked for clarification of the language related to the appeal process. County Attorney Johnston responded to this question, noting it is criteria for the County Manager to base his decision on regarding whether an appeal is subject to the Zoning in Progress Ordinance. She explained the process for applications while the ordinance is being drafted and approved.

Commissioner George inquired if the application would be processed if someone came in to apply for a medical marijuana dispensary without the resolution in place. County Attorney Johnston affirmed that it would.

Motion by Commissioner Melendy and second by Commissioner Meeks to approve Resolution 2024-84, a resolution of the Board of County Commissioners of Hardee County, Florida, declaring zoning in progress for preparation of amendments to the county's Unified Land Development Code, applicable to all applications for medical marijuana treatment centers and medical marijuana dispensaries; providing for conflict, authorization, and for an effective date.

Chairwoman Wyatt called for public comment. None given.

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

C. State of Florida and Hardee County Next Generation Core Services (NGCS) Implementation Project:

Hardee County Sheriff, Vent Crawford, and Hardee County Sheriff's Office 911 Coordinator, Michelle McCreery, presented the Next Generation Core Services Project to the Board.

Ms. McCreery informed the Board of a grant application for Next Generation Core Services. State appropriations funding through the Department of Management Services (DMS) has been allocated for the implementation of these services, which will cover the first two years. She noted that the application includes amendment to the grant as the State will cover the three years following the two that are covered by DMS for a total of five years of Next Generation Core Services.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner Melendy to approve the submission and acceptance of the State of Florida Department of Management Services Grant for Next Generation Core Services (NGCS) Implementation Project for 911 equipment and services in the amount of $61,612.14, 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.

Chairwoman Wyatt called for public comment. None given.

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

D. State Prepaid Wireless Grant Agreement S26-24-07-05 between the Florida Department of Management Services and Hardee County for 911 System Upgrades in the amount of $186,614.40:

Hardee County Sheriff, Vent Crawford, and Hardee County Sheriff's Office 911 Coordinator, Michelle McCreery, presented the State Prepaid Wireless Grant Agreement S26-24-07-05 to the Board. This agreement was explained by Ms. McCreery during the previous agenda item.

Motion by Commissioner Meeks and second by Commissioner Flores to approve the submission and acceptance of the Florida Department of Management Services Grant, in the amount of $186,614.40 for the 911 System Upgrades, 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.

Chairwoman Wyatt called for public comment. None given.

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

E. Fiscal Year 2023/2024 Budget Reconciliation:

Hardee County Sheriff, Vent Crawford, presented to the Board the budget reconciliation for Fiscal Year 2023/2024. This budget reconciliation accounts for grants and revenue received by the Hardee County Sheriff's Office during the past year and amends the budget for FY 2023/2024.

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

Motion by Commissioner Meeks and second by Commissioner George to approve the Hardee County Sheriff's Office Fiscal Year 2023/2024 Budget Reconciliation as presented, and authorizing the related budget amendments, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

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

F. Law Enforcement Trust Fund Allocations:

Hardee County Sheriff, Vent Crawford, presented to the Board an itemized request for $25,000 allocating funds to the Law Enforcement Trust Fund.

Chairwoman Wyatt recused herself from this agenda item due to her work with Drug Free Hardee and left the dais.

Vice-Chairman Melendy assumed the Chair.

Vice-Chairman Melendy called for any questions or comments from the Board. None noted.

Motion by Commissioner Meeks and second by Commissioner Flores to approve the law enforcement trust fund allocations as presented, authorizing the related budget amendments, in furtherance thereof.

Vice-Chairman Melendy called for public comment. None noted.

Motion carried 4 to 0.
Ayes – Meeks, Flores, Melendy, and George
Abstain – Wyatt

Chairwoman Wyatt returned to the dais and resumed the Chair.

G. Resolution 2024-79 - Road Closure for Manuel Road:

Right of Way Agent, Tara Holton, presented an application from Mosaic Fertilizer, LLC, as Resolution 2024-79 to the Board for the vacation and closure of a portion of Manuel Road. Right of Way Agent Holton outlined the specific location of the portion of the road, noting that the properties will be used for the purposes of agriculture. Hardee County would no longer be responsible for the maintenance of this portion of Manuel Road.

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

Motion by Commissioner Meeks and second by Commissioner Flores to approve Resolution 2024-79, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition to vacate a portion of Manuel Road, as more particularly described herein, subject to the conditions set forth herein, providing for authorization, severability, and for an effective date.

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

H. Resolution 2024-80 - 4-H Livestock Barn Grant Opportunity:

General Services Director, Lorie Ayers, presented Resolution 2024-80, a grant application for the purpose of building a 4-H livestock barn. This barn would provide opportunities for students to raise an animal through the 4-H Program even if they do not have space at home to house the livestock. The grant is a cash match, and the match would be provided by the Soil and Water Board.

Chairwoman Wyatt called for questions or comments from the Board.

Commissioner Meeks expressed her support for the opportunity, noting that many students would like to show an animal, but live in areas where they cannot house an animal. Commissioner Flores affirmed this to be true and related a personal experience.

Commissioner Melendy affirmed the need for a barn for students who would like to show animals. He inquired about the location.

County Manager Atchley noted that the Hardee County Fair Board has been in communication with the Soil and Water Board and the barn will be located within the fairgrounds near the extension office and accessible through the parking lot at the extension office.

Commissioner George expressed her appreciation for the grants department.

Director Ayers acknowledged the work that all of Team Hardee does to acquire grants. County Manager Atchley noted the continuity of departments working together to coordinate and obtain grants.

Commissioner Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve Resolution 2024-80, the resolution of the Board of County Commissioners of Hardee County, Florida, approving the submission of a grant application to the Florida Department of Agriculture and Consumer Services for Agricultural Education and promotion facility, and to match the awarded funds in the amount not to exceed fifty thousand dollars ($50,000); providing for authorization, and providing for an effective date.

Chairwoman Wyatt called for public comment. None noted.

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

I. Collective Bargaining Contract Between Hardee County and IAFF, Local 3471 for 2024-2027:

Safety & Risk Manager, LaTicia Wilkins, presented the collective bargaining contract between Hardee County and IAFF Local 3471, a three-year contract for 2024-2027.

Chairwoman Wyatt called for any questions or comments.

Commissioner Melendy expressed his appreciation for those who worked together on this contract. Commissioner Flores noted the ease and smoothness of this contract process between the Union and the Fire Department.

County Manager Atchley expressed publicly his appreciation for the cooperation of leadership from both the fire department and the union. He acknowledged the hard work involved in this process.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve the Hardee County and the IAFF Local 3471 Collective Bargaining Contract for 2024-2027, authorizing the County Manager to sign all necessary documents, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

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

Chairwoman Wyatt recessed the meeting at 10:00 a.m.
Chairwoman Wyatt reconvened the meeting at 10:10 a.m.

J. South Florida State College Lift Station Generator Grant Modification #1:

Capital Projects Manager, Bobby Keene, and Utilities Operations Manager, Evelyn Guffey, presented Modification #1 to the South Florida College Lift Station Generator Grant. Manager Keen noted that the Florida Department of Emergency Management, County staff, and the Local Mitigation Strategy group worked together to complete the necessary steps to obtain this grant funding; during this process prices have increased slightly requiring a modification to the grant, increasing the amount to $69,425.10. The 10 percent cash match will subsequently increase to $7,713.90. Staff are recommending approval and authorization to expend the funds within the current fiscal year budget.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve the submission and acceptance of Modification #1 to the South Florida State College Lift Station Generator Grant with the Division of Emergency Management, authorizing the County Manager or Chair to sign the necessary documents, in furtherance thereof, and to expend funds as provided for the grant application and agreement.

Chairwoman Wyatt called for public comment. None given.

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

K. Modification #1 to the Vandolah Wastewater Plant Generator Grant Agreement with the Division of Emergency Management:

Capital Projects Manager, Bobby Keene, and Utilities Operations Manager, Evelyn Guffey, presented a grant agreement to the Board for Modification #1 to the Vandolah Wastewater Plant Generator Grant. Manager Keene

noted that this grant modification for the installation of a generator is similar to the previous one in that the cost has increased due to the length of time passed; the new price is $89,351.79 with a 10% cash match for the County of $9,410.00. Staff are recommending approval of this request.

Chairwoman Wyatt called for questions or comments. None noted.

Chairwoman Wyatt called for a motion.

Motion by Commissioner George and second by Commissioner Melendy to approve the submission and acceptance of Modification #1 to the Vandolah Wastewater Plant Generator grant agreement with the Division of Emergency Management, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for the grant application and agreement.

Chairwoman Wyatt called for public comment. None given.

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

L. Vandolah Wastewater Treatment Facility Generator Award to Mid-Florida Diesel, Inc.:

Capital Projects Manager Bobby Keene presented a request to award Mid-Florida Diesel, Inc., the installation of the Vandolah Wastewater Treatment Facility generator. This award utilizes the piggyback contract with Hernando County for the purchase of a 100kW Genset (generator set) generator; the total price of the generator is $98,761.00 with a 10% cash match of $9,410.00. Staff are recommending approval of this award to Mid-Florida Diesel, Inc.

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

Motion by Commissioner Meeks and second by Commissioner Flores to award the 100kW generator at Vandolah Wastewater Treatment Facility to Mid-Florida Diesel by PO in accordance with the piggyback contract with Hernando County in an amount not to exceed $94,100, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the agreement.

Chairwoman Wyatt called for public comment. None given.

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

M. South Florida State College Lift Station Generator Award to Mid-Florida Diesel, Inc.:

Capital Projects Manager, Bobby Keene, presented a request to the Board to award Mid-Florida Diesel, Inc., the installation of a 30kW generator at the South Florida State College Lift Station. This award also utilizes the piggyback contract with Hernando County. Manager Keene noted that the cost savings to the County for this generator are $73,064.45 with a 10% cost match to the County.

Chairwoman Wyatt called for questions or comments from the Board.

Commissioner Melendy inquired as to the cost savings amount for the County.

Manager Keene explained that the savings are calculated based on the total project cost minus the 10% cash match of $7,713.00 that is the County's responsibility.

Commissioner Melendy asked for further explanation regarding what is being received by the County. Manager Keene noted that the County is receiving a generator, pad to put it on, complete installation, automatic transfer switch, and warranties, etc.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner George to award the 30kW generator at South Florida State College Lift Station to Mid-Florida Diesel by PO in accordance with the piggyback contract with Hernando County in an amount not to exceed $77,139.00, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the agreement.

Chairwoman Wyatt called for public comment. None given.

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

N. Wauchula Hills Subdivision Lift Station Generator Award to Mid-Florida Diesel, Inc.:

Capital Projects Manager, Bobby Keene, presented a request to the Board to award Mid-Florida Diesel, Inc., the installation of a 50kW generator at Wauchula Hills Subdivision Lift Station. This award utilizes the piggyback contract with Hernando County. Manager Keene noted that this project would include fence modifications that are provided for in the cost; the total cost will be $87,223.63. The cost share for this project is a split of 67/33 percent as the monies came from a grant from Hurricane Ian. The cost to the County will be 33 percent of this project. Staff are requesting approval of this request.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to award the 50kW generator at Wauchula Hills Subdivision Lift Station to Mid-Florida Diesel by PO in accordance with the piggyback contract with Hernando County, in an amount not to exceed $83,506.00, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the agreement.

Chairwoman Wyatt called for public comment. None given.

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

O. Resolution 2024-47 - Utilities Rates Increase for Hardee County Utilities Customers:

Utilities Operations Manager, Evelyn Guffey, presented to the Board the increase in utility rates for Hardee County. She noted that the rates study with Florida Rural Water was presented in February 2024; rates have not been increased in nearly 20 years. Staff are now requesting final approval of the rates.

Capital Projects Manager, Bobby Keene, reviewed some of the specific fees for the Board.

Chairwoman Wyatt expressed appreciation for the work done by this department.

Chairwoman Wyatt called for any further questions or comments.

County Manager Atchley clarified that the agenda item approved earlier in this meeting was related to a Utilities Ordinance and not the rates being presented on this item. He reviewed and highlighted the work done to accomplish the rates study and subsequent increase in rates.

Chairwoman Wyatt also noted that rates have not increased in 20 years and the County has been losing over $70,000 per month because of utility rates.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Meeks to approve Resolution 2024-47, a resolution of the Board of County Commissioners of Hardee County, Florida updating the Hardee County Fee

Schedule for the implementation, administration and enforcement of the County Code of Ordinances; providing for authorization, and for an effective date.

Chairwoman Wyatt called for public comment.

Commissioner Flores expressed his thanks and appreciation for the work done to accomplish what is needed for the utilities department. He noted that the rate increase has been a long time coming. He inquired if there has been any feedback from the public on the increase. Staff noted that there has been no feedback submitted.

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

12. APPOINTMENTS

A. Board Discussion – Appointment of One Citizen Member to the Value Adjustment Board:

County Manager Atchley reminded the Board that at the previous BOCC meeting it was discussed that a homesteaded citizen needs to be appointed to the Value Adjustment Board as a citizen member. County Manager Atchley noted that staff have been unsuccessful in finding a potential candidate for this board.

Commissioner Flores noted that he too has been looking for a potential candidate and hopes that he has found someone, but this person has not yet committed. He acknowledged that the Value Adjustment Board needs to begin meeting in two days on Wednesday, October 2nd, so finding a candidate soon is important.

Chairwoman Wyatt expressed that she too has been looking for a potential appointee, but schedules are making it difficult to find someone.

County Manager Atchley noted that the Value Adjustment Board should have a quorum for Wednesday's meeting, but stressed the importance of adding a homesteaded citizen to the board as soon as possible.

13. COUNTY MANAGER NON-CONSENT

County Manager Atchley distributed the PRR (Personnel Rules and Regulation Policy) to the Board; he explained that the Management Team has been meeting for months. This item needs to be updated, and the proposal is being given to the Board now, so they have time to review it before a future discussion.

County Manager Atchley informed the Board that on October 25, 2024, at 9:00 a.m. county staff will host the community for a ribbon-cutting and grand re-opening of the Pioneer Park Animal Refuge.

Chairwoman Wyatt commended the staff for all the work they have done to repair and reopen the Pioneer Park Animal Refuge.

County Manager Atchley noted that multiple jobs are currently posted on the County website, and multiple positions have recently been filled. He noted that today South Florida State College is hosting a job fair and County HR (Human Resources) as well as Fire and Rescue are working at the job fair to promote Hardee County.

14. COUNTY ATTORNEY

County Attorney Johnston informed the Board that they will be receiving emails from her in the near future regarding updating policies and procedures as well as orientation of new members.

15. OTHER BUSINESS

No other business was presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

No comments were made.

17. REMINDERS

Chairwoman Wyatt reviewed the following reminders:

- October 3, 2024, at 8:30 a.m. - BOCC Workshop
- October 17, 2024, at 8:30 a.m. - BOCC Meeting
- October 31, 2024, at 8:30 a.m. - Economic Development Authority Meeting
- October 2, 2024, at 3:00 p.m. - Value Adjustment Board Meeting

18. ADJOURNMENT

With no further business, the meeting adjourned at 10:37 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

October 3, 2024, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chairwoman Wyatt called for public comment.

The following person addressed the Board:

Tourism & Marketing Manager, Lacey Webb

4. BUSINESS AGENDA

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

Community Development Director, Todd Miller, introduced Ms. Jennifer Codo-Salisbury, Executive Director of the Central Florida Regional Planning Council (CFRPC).

CFRPC Director Codo-Salisbury reminded the Board of the previous discussion on medical marijuana dispensing facilities at the September 3, 2024, BOCC Workshop Session. The Board's consensus at that meeting was to support a ban on such facilities per the following ordinance:

> ORDINANCE 2024-10: Ordinance 2024-10 includes the provision to ban medical marijuana treatment center dispensing facilities consistent with Florida Statutes 381.986(11)(b)(1). It proposes to add language to Article 2 General Regulations for all zoning districts to address this ban.
>
> Article 2 – General Regulations for all Zoning Districts:
>
> 2.20.00 Medical Marijuana Treatment Center Dispensing Facilities:
>
> (A) Prohibition. Consistent with Florida Statutes 381.986(11)(b)(1), Hardee County bans Medical Marijuana Treatment Center Dispensing Facilities within unincorporated Hardee County. The County shall not accept, process, or approve any request or application for a development order, building permit, or other approval associated with a proposed Medical Marijuana Treatment Center Dispensing Facility.
>
> (B) Definition. For purposes of this section, the term "Medical Marijuana Treatment Center Dispensing Facility" means any facility where medical marijuana, or any product derived therefrom, is dispensed.

CRPC Director Codo-Salisbury informed the Board that the ordinance will go before the Planning and Zoning Board and then come back to the County Commission for the first and second reading.

Chairwoman Wyatt called for any questions or comments.

Commissioner George expressed that she is opposed to this ordinance and does not believe there is a reason to ban medical marijuana dispensaries from the County and doing so limits business and opportunity.

Commissioner Melendy inquired about the timeline for the ordinance to go before the Planning and Zoning Board and the BOCC. Staff responded that the Planning and Zoning Board Meeting will take place tonight (October 3, 2024) and the ordinance will be presented at the regular BOCC meeting on October 17, 2024, for the first reading. November 19, 2024, will be the second reading following the normal course of business. Three new commissioners will be voted in between the first and second readings.

Commissioner Melendy noted that the timing is odd given that the new commissioners will finalize the vote. County Manager Atchley noted that the Board can change the timeline for this at their discretion.

County Attorney Johnston expressed that there are advertising deadlines, but she is unsure of those dates.

Commissioner Meeks expressed a desire to see both the first and second readings approved by the current commission.

County Manager Atchley noted that the Board can schedule a special meeting for this purpose. November 19, 2024, is the date for the swearing-in of newly elected commissioners and November 21, 2024, would be the regularly scheduled business meeting.

Commissioner Melendy expressed that scheduling a special meeting to move it up may give the wrong impression to the newly elected commissioners. He would prefer to keep the normal schedule.

Commissioner Flores expressed his comfort with the discussion and decision regarding this agenda item and agreed with Commissioner Melendy that it is not necessary to move the meeting up in order to vote with the current board.

Chairwoman Wyatt called for any further questions or comments.

Commissioner Meeks expressed that she is okay with letting the meetings and voting proceed according to the normal schedule.

B. Ordinance 2024-08 - Torrey Community Overlay:

Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRCP), along with Mr. Jeff Schmucker, AICP, Planning Director, Central Florida Regional Planning Council, presented Ordinance 2024-08, Torrey Community Overlay.

CFRCP Director Codo-Salisbury reminded the Board that the concepts of overlays and how they apply to the County were discussed at a workshop in June. She noted that the Land Development Code does not regulate use of property; the language being presented today would put a placeholder in the Land Development Code for special areas of the County that might be conducive to an overlay as well as a specific concept for the Torrey Community.

CFRCP Director Codo-Salisbury presented basic information to the Board regarding an overlay and how it allows for looking holistically at an area, opportunities for non-residential areas, design of access, and drainage, etc. She informed the Board of a community workshop that was held on Tuesday, October 1, 2024, regarding the Torrey Community where citizens were asked what they want to see for the future of the community. Maps were presented of the area to the Board both with and without the future land use overlay, and CFRPC Director Codo-Salisbury

noted that there is quite a bit of undeveloped land in this community. Zoning districts related to the U.S. Highway 17 corridor in this area were discussed.

Community workshop discussion items included drainage issues, the narrowness of roads, road safety and walkability, design for roads, and commercial development to connect businesses along U.S. Highway 17 as well as types of potential businesses.

CFRPC Planning Director Schmucker added that parks, recreation, and open spaces were also discussed during the community workshop with citizens expressing a desire to maintain a rural character to the residential and non-residential spaces.

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

Commissioner Melendy clarified if the community workshop was focusing on points of discussion or suggestions for change. CFRPC Director Codo-Salisbury responded noting that staff were facilitating a discussion by acting as scribes and will revisit these topics as comprehensive plan update and traffic studies are considered. The text being presented today is related to the immediate potential for growth regarding new road construction, available right of way, and sidewalks, etc.

Commissioner Melendy asked for clarification regarding how the suggestions for outdoor storage compare to current regulations. CFRPC Director Codo-Salisbury noted that CFRPC and staff brought this idea to the table at the workshop and invited Community Development Director Miller to share how these suggestions compare to the current code. Director Miller noted that the County has only recently made outdoor storage and screening a part of code; staff will work with new developments to plan out their site and how to comply with codes.

Commissioner Melendy asked if there was any negative or opposing discussion at the community workshop. Director Miller noted that concerns and issues were pointed out, but he did not remember any opposing views to staff suggestions for regulations.

Commissioner Flores noted the importance of this area of the County regarding future development and expressed his support and excitement for plans for the future.

Chairwoman Wyatt echoed her agreement and inquired about the timeline for the red light. Director Simpron noted the proposed letting date of May 2025, which would mean a signal in place by the end of 2025 or early 2026.

Chairwoman Wyatt commented about Innovar Structures and the lack of a buffer on the U.S. Highway 17 corridor; she appreciates that this is being taken into consideration now in an ordinance.

Chairwoman Wyatt inquired about the date for the next community workshop. CFRPC Staff noted that a follow-up meeting has not been set yet. The current discussion content will be the foundation for the overlay ordinance. The next workshop will include results from some of the traffic analysis as well as being a “working workshop” involving looking at the maps and more.

Commissioner Flores inquired as to whether this topic could be open to public comment. Chairwoman Wyatt responded that public comment on this topic would take place later in the meeting.

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

C. Ordinance 2024-09 - Comprehensive Plan Amendment:

Community Development Director, Todd Miller, presented Ordinance 2024-09, a Comprehensive Plan amendment. The applicant, Mr. William Paul Wilkerson, is requesting a small-scale comprehensive plan amendment to change the future land use designation on his 2.16-acre parcel. The property is located on State Road 62 west of Barkdoll Road.

Director Miller provided a history of the property for the Board, noting that the 2.16-acre parcel had been split from a larger parcel for the applicant's son to build a home on the newly created parcel. The son does not want to live in the home on this parcel so the applicant would like to sell it, but wants to keep some of the acreage of family land. Therefore, they are proposing a change to the future land use of the parcel from Agriculture to Residential Mixed Use; the eastern boundary of the parcel currently adjoins land that has a future land use of Residential Mixed Use.

Chairwoman Wyatt called for questions or comments from the Board.

Commissioner Flores noted that he had previously spoken with the owners to find a workable solution. The parcel is close to U.S. Highway 17, State Road 62, and Polk Road; he proposed that the County needs to reconsider the future land use map of this entire area because agriculture may not be the best or most realistic option for a future land use. He confirmed with Director Miller that the current request is to change only this one acre and reiterated that perhaps all the land along this corridor from Polk Road to U.S. Highway 17 needs to be rezoned.

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

D. Fixed Asset Transfer and Disposal:

Budget Manager, Diane Moore, reviewed the items being disposed of at auction along with the items being transferred within the County from one department to another:

2023-2024 REQUEST HARDEE COUNTY BOCC APPROVAL OF TRANSFERS/DISPOSALS OF COUNTY ASSETS - PAGE 1

OCT 3, 2024 BOCC WORKSHOP (FY24)
OCT 17, 2024 BOCC MEETING

FIXC #	DESCRIPTION	FROM	TO	DISPOSED
287-B	2015 HOMEMADE TRAILER W/ CANOES	PARKS/REC		AUCTION
288-B	2015 TRAILER	PARKS/REC		AUCTION
8-B	2006 FORD F450 SUPER DUTY BRUSH TRUCK	FIRE CONTROL	FLEET MAINTENANCE	AUCTION
8-BA	BRUSH TRUCK BED W/ 8-B	FIRE CONTROL	FLEET MAINTENANCE	AUCTION
168-A	2011 FORD EXPLORER	PROPERTY APPRAISER	FLEET MAINTENANCE	
100-1	BOOM ATTACHED TO BUCKET TRUCK 100	ROAD & BRIDGE	FLEET MAINTENANCE	
	ASSET 100 TRANSFERRED IN JUNE 2004			

Amanda Roberts - Fixed Asset Specialist

Chairwoman Wyatt called for questions and comments from the Board.

Commissioner Flores inquired about the trailer and canoes that are being disposed of at auction; he noted that it had been discussed whether to use these canoes as rentals at Hardee Lakes Park. County Manager Atchley noted that the canoes had previously been deemed surplus, the canoes have already been sold at auction, and this request is just for the trailer. It is the

County's intent in the future to try and have canoes, whether at Hardee Lakes Park or Pioneer Park, if there was adequate staff for this type of activity. They discussed the potential of outsourcing this type of activity in the future.

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

E. County Policies, Rules and Regulations Manual (Employee Handbook):

County Manager Atchley reminded the Board of the process that staff have engaged in as they have worked on this manual and took the time to commend staff for their teamwork and contributions to the project. He noted that around 15 different staff members have been a part of the process.

Human Resources Manager, Stephanie Wilkerson, and Safety & Risk Manager, LaTicia Wilkins, presented the updates to the employee handbook section "Rules and Regulations." Manager Wilkerson noted that there is a list of the changes that have been made to the manual located in Section 1, on page 1. Some of the changes highlighted include:

- Section 4.4, page 14: the probation period has been changed from three to six months.
- Section 15, page 36-37: additions to the handbook regarding comp-time, flex time, and break time
- Section 17, pages 40-41: changes related to leave including the buy-back policy

Director Baber noted that the buy-back policy was brought before the Board in January 2024; it has been well received by employees and does not include union employees (specifically the fire department).

- Sections 18, 20, 21, 22, 27, 29: streamlined and clarified verbiage
- Section 40, page 96 was added addressing social media

Director Baber noted that the handbook is not meant to be only a list of what not to do, but also a resource for employees to use to find information they need regarding County employment.

Chairwoman Wyatt called for any questions or comments.

Commissioner George inquired about the increase of probation time from three to six months. Director Baber noted that 90 days (three months) is often when staff are just getting to know an employee's strengths and weaknesses and what they are capable of. The increase in time allows staff to determine if the employee is a good fit; it also affects vacation accrual and use of leave time as well as increased oversight for the County staff.

Commissioner George expressed concerns related to an employee needing to work six months before being eligible for benefits. Director Baber noted that the manager or department head can offer the vacation time to the employee within the 6-month time frame, but the vacation or sick leave cannot be taken in monetary form should the employee leave. Health benefits are not affected by this change.

Safety & Risk Manager Wilkins noted that the 6-month probation period is more of an evaluation of job performance over that time period related to the training process. County Manager Atchley provided some examples of how this has benefited the County and its employees recently.

Commissioner George inquired about the note in Section 1 where the County Manager is allowed to make changes to the employee handbook as necessary. She expressed concern about the responsibility given to the County Manager. County Attorney Johnston noted that this is Florida law and within the bounds of the County Manager's job description.

Commissioner Flores inquired about the market standard for a probation period and questioned whether six months would discourage potential employees. Director Baber noted surrounding areas were looked along with the City of Wauchula, which also has a 6-month period; the fire department time frame is one year.

Director Baber noted that employees begin receiving medical benefits on the first day of the month following 30 days of employment.

Commissioner Melendy inquired if current employees will sign the new manual. Director Baber noted that new employees will sign the manual, but if current employees receive a promotion, they will begin the 6-month probation period per the handbook.

Commissioner Melendy inquired about resignation under the potential threat of dismissal and the payout. County Staff responded to this inquiry. If employees are terminated for a justifiable cause, they are potentially not eligible for the payout if the situation is very egregious.

Chairwoman Wyatt inquired about smoking, vaping, dipping, and chewing in County vehicles. Staff noted that this is referenced in Miscellaneous Section 40 on page 92 and states in a non-assigned vehicle this is prohibited. Commissioner Meeks clarified with staff that the manual will prohibit these activities in any County vehicle.

Chairwoman Wyatt noted that she has been questioned about the County Manager's use of his county vehicle even on weekends. She explained that she needed to inform citizens that he is on-duty 24/7 and therefore, uses his county vehicle, but she would like the manual to state this in the policies and procedures for clarification.

Chairwoman Wyatt thanked the team for their work on this manual and noted that the process was begun under the previous human resources manager. She called for any further questions or comments. None noted.

Chairwoman Wyatt recessed the meeting at 9:54 a.m.
Chairwoman Wyatt reconvened the meeting at 10:04 a.m.

F. Resolution 2024-83 - Waiver and Amendment of the Alternative Reclamation Schedule for South Pasture Mine Reclamation Units SP-CB-01 and SP-PB-03:

Mining Coordinator, Deb Butler, presented Resolution 2024-83, noting it is an extension of time limits for the alternative reclamation schedule. She explained that current Resolution 2020-16 was for an amended reclamation plan and this extension only applies to two of the four units in that schedule: SP-CB-01 and SP-PB-03. The reason for the application and extension until December 31, 2026, is only due to administrative permitting time constraints as the reclamation is scheduled to be completed on time.

Chairwoman Wyatt confirmed that the reclamation will stay on schedule. Mining Coordinator Butler confirmed this to be true.

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

G. Hardee County Pavement Management Plan (PMP):

Assistant County Manager/Public Works Director, Christopher Simpron, presented the results of the Hardee County Pavement Management Plan (PMP) to the Board along with Kimley Horn Pavement Management Consultant, Kevin Stone. Director Simpron reminded the Board that the preliminary results were presented in June 2024.

Director Simpron provided an overview of the Pavement Management Plan, noting it aligns with the County Strategic Plan's goal of developing a safe and efficient transportation system in Hardee County. He noted the desire of staff to become more proactive rather than reactive to roadway maintenance. Currently, the County has approximately 500 miles of centerline miles of publicly maintained roadways: 400 paved and 100 unpaved.

The Pavement Management Plan Program aims to aid pavement management decisions supported by scientific and analytic data; this data allows the County to develop a short-term and long-term Capital Improvement Plan based on the life-expectancy of roadways. The goal of the Pavement Management Plan Program is to help maximize the limited budget by implementing the most cost-effective maintenance approach on roadway segments by evaluating and deciding which roadway segments should receive maintenance based on current conditions thereby eliminating guessing as to how and when to prioritize specific roadways.

Mr. Stone gave a presentation to the Board of the Pavement Management Plan highlighting the importance of data in making objective decisions regarding road maintenance and rehabilitation. The PMP emphasizes quality of road maintenance over quantity with the goal of having a prioritized Capital Improvement Plan that functions based on a budget that also leverages funding opportunities. Mr. Stone highlighted the fact that road management of pavement utilizing lower cost treatments for roads of higher quality pavement conditions will benefit financially in the long run.

Mr. Stone presented data based on the assessment of road conditions using the Pavement Condition Index (a score of 0 to 100 based on the following inputs: distresses, types, severity, and quantity). He noted that the majority of Hardee County's roads are in the fair and better categories that need to be maintained so the quality does not deteriorate. Findings of the study noted that roads paved with chip seal and millings deteriorate at a significantly quicker rate than roads paved with other higher quality types of asphalt. Mr. Stone asked if any of the Board had any questions.

Commissioner Melendy inquired about the costs related to different road qualities and PCI (Pavement Condition Index). Mr. Stone responded while detailing how much repairs typically cost for road surfaces and frequency. Asphalt pavement typically lasts 20 years; chip seal roads need to be reconstructed two times to three times faster. Director Simpron noted that the factor to consider is rate of failure.

Commissioner Flores confirmed that the deterioration factors in usage of the road. Mr. Stone affirmed that traffic is one of the data points considered including bus and trucking routes.

Chairwoman Wyatt inquired about the process for applying chip seal and how proper application and compaction impact the road. Director Simpron affirmed that when the County switched from contracted crews to in-house repairs, the quality decreased. Chairwoman Wyatt inquired about the number of roads in poor and bad condition. Mr. Stone stated that information is not in the presentation, but he can provide it; approximately 20 percent of the roads are in poor or bad condition. More than 50 percent are in fair or good condition. Director Simpron noted that this data is useful for SCRAP (Small County Road Assistance Program) and SCOP (Small County Outreach Program) funding.

Mr. Stone explained that to prioritize a project list it is necessary to first determine a budget by assigning unit costs (full project costs), then consider where the project is within the range of needed repairs and how long a project can wait before it would be a significant repair. He reviewed other factors that go into the prioritization equation. A budget of $6 million (spread across different treatment types) will allow the County to maintain the current roadway conditions. A budget of $12 million would allow for an increase of five to ten PCI (Pavement Condition Index) points over the next five years.

Commissioner Flores confirmed that the $6 million budget is annual and is not spread over a period of years. Director Simpron affirmed that the amount is annual, but noted that DOT (Department of Transportation) SCRAP and SCOP funding averages $3 million to $4 million per year.

County Manager Atchley noted that this pavement study means the County now has scientific data to plan for future SCRAP and SCOP funding applications and will be applying for the right roads to make sure the worst roads are being addressed. Smaller projects can hopefully be paid for by the County budget.

Commissioner Flores expressed concern about the budget noting that funding is a major issue.

Mr. Stone noted that the Pavement Management Plan is an asset when applying for funding as it provides real data.

Director Simpron expressed the need to be proactive with FDOT (Florida Department of Transportation) in stating the needs for County roads; he noted that applications are currently limited to two per County to fund roads that are in the pipeline.

Mr. Stone reviewed the data collected on unpaved roads in Hardee County and explained the factors involved in their analysis/visual assessment: how fast you can drive, ride quality, drainage, grating, access issues, etc. He noted that most of these roads scored in the three to four range on a scale of one to four (four being the highest). Prioritization of

unpaved road repairs looks at connectivity, bus routes, and daily use (AADT - Average Annual Daily Traffic). To pave all unpaved roads at full construction up to FDOT standards, it would cost approximately $1.5 million per mile.

Chairwoman Wyatt thanked Mr. Stone for the presentation and called for any questions or comments from the Board.

Director Simpron explained the process for how AADT is determined for a road and explained the difference between ADT and AADT and the formula.

Commissioner Meeks asked for clarification of who is responsible for maintaining the road when two state roads are connected by another road. Director Simpron explained that FDOT advised the County to include this specification in an interlocal agreement (such as with the City of Wauchula) and under the current agreement the County and not the city is responsible for maintaining from curb to curb a state roadway connecting two state highways, i.e., West Main Street.

Commissioner Meeks inquired if the State is responsible for this maintenance and how this was handled under previous administrations. Director Simpron noted that he has been unable to find any statute regarding this, which is why he defaulted to FDOT who confirmed it is an agreement between local jurisdictions. The County is currently waiting to hear back from the City of Wauchula regarding the interlocal agreement.

Chairwoman Wyatt noted that there are many semis who use County roads that contribute to wear and tear on the roadways. Director Simpron briefly discussed the traffic signal being installed at the intersection of SR 62 and U.S. Highway 17 as well as the future roundabout scheduled for this location.

Chairwoman Wyatt called for any further questions or comments for Director Simpron or Mr. Stone.

County Manager Atchley stated that staff appreciates the Board's willingness to seek outside resources to acquire this Pavement Management Plan and the need for staff to utilize the plan and its data to aid future decisions. He expressed appreciation for the work done by Kimley Horn & Associates, Inc., on the plan and affirmed that Hardee County is not in the paving business as it is not something they can excel at. Road and Bridge Department crews need to be focused on what they can excel at while planning effectively for future maintenance and construction.

5. Public Comment

Chairwoman Wyatt called for any public comment on today's meeting agenda items.

Commissioner Flores expressed concern regarding public comments and whether the public should be allowed to address a particular item when the item is discussed during the meeting rather than having to wait until the end of the meeting. He suggested the Board reconsider how public comments are addressed during workshops.

Chairwoman Wyatt asked for the other Commissioners' thoughts related to this concern.

Commissioner George expressed her agreement with Commissioner Flores and noted that perhaps if the meeting began with public comments this might be more welcoming to the public.

Commissioner Melendy noted that this idea sounded good to him.

The following person addressed the Board during public comment:

Mr. Tim Wells

Chairwoman Wyatt pointed out the new County logo that is now on display.

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

County Manager Atchley noted that October 25, 2024, at 9:00 a.m. is the Pioneer Park Animal Refuge opening.

Chairwoman Wyatt noted that the Chamber of Commerce rescheduled their luncheon to today, October 3, 2024.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 11:04 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

SPECIAL MEETING

October 6, 2024, at 10:00 AM

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

1. CALL TO ORDER

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

Chairwoman Wyatt called the meeting to order at 10:00 a.m.

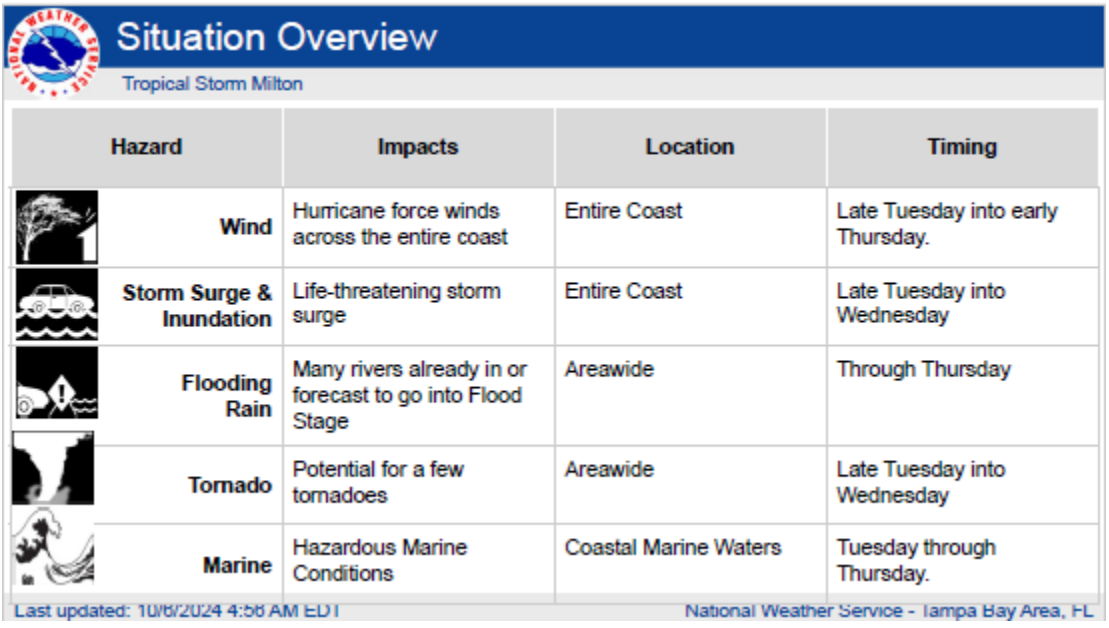
2. BUSINESS AGENDA

A. Resolution 2025-01 - Declaring a State of Local Emergency for Tropical Storm Milton:

County Manager Atchley noted everyone was aware another storm was headed toward the State of Florida again and requested Emergency Manager Director, Lane Scheider, provide the latest update information concerning the storm.

Emergency Management Director Schneider reviewed the Tropical Storm Milton Briefing for Sunday, October 6, 2024:

- Situation Overview:
  - Milton forecast to rapidly strengthen as it moves eastward to northeastward across the Gulf of Mexico
  - Flood watch out for the entire area and rainfall amounts of five to eight inches with localized totals up to 12 inches
  - Timing of impacts to the area looks to be anywhere from late Tuesday to early Thursday morning
  - A deal of uncertainty remains with where the storm will make landfall



Situation Overview

Tropical Storm Milton

Hazard	Impacts	Location	Timing
Wind	Hurricane force winds across the entire coast	Entire Coast	Late Tuesday into early Thursday.
Storm Surge & Inundation	Life-threatening storm surge	Entire Coast	Late Tuesday into Wednesday
Flooding Rain	Many rivers already in or forecast to go into Flood Stage	Areawide	Through Thursday
Tornado	Potential for a few tornadoes	Areawide	Late Tuesday into Wednesday
Marine	Hazardous Marine Conditions	Coastal Marine Waters	Tuesday through Thursday.

Last updated: 10/6/2024 4:56 AM EDT — National Weather Service - Tampa Bay Area, FL

  - Tropical Storm Milton is forecast to become a major hurricane (Category 3) before making landfall
  - The spread of the forecast track remains high with model inconsistency

- Tropical Storm Wind Speed Probabilities:
  - Tropical storm force wind probabilities around 60 to 70 percent along the coast and had as high as 40 to 50 percent inland
  - 58 mph wind speed probabilities – as high as 30 percent near the coast and as high as 10 to 20 percent inland
  - Hurricane wind speed probabilities – as high as 10 percent along the coast
- Earliest Reasonable Time of Arrival:

County	Chance	Earliest Arrival Time	Most Likely Arrival Time
Lee	62%	4 pm Tue	2 am Wed
Charlotte	64%	4 pm Tue	2 am Wed
Sarasota	64%	6 pm Tue	3 am Wed
DeSoto	44%	9 pm Tue	7 am Wed
Hardee	44%	9 pm Tue	7 am Wed
Highlands	40%	10 pm Tue	8 am Wed
Manatee	64%	6 pm Tue	3 am Wed
Pinellas	64%	5 pm Tue	3 am Wed
Pasco	64%	6 pm Tue	4 am Wed
Hillsborough	46%	9 pm Tue	7 am Wed
Polk	44%	11 pm Tue	8 am Wed
Sumter	42%	10 pm Tue	9 am Wed
Hernando	59%	6 pm Tue	4 am Wed
Citrus	55%	7 pm Tue	6 am Wed
Levy	55%	9 pm Tue	8 am Wed

National Weather Service - Tampa Bay Area, FL

- Excessive Rainfall Outlook – heavy rainfall will be possible ahead of the storm today and tomorrow
- 24-Hour Forecast Rainfall Amounts:
  - Heaviest rainfall Tuesday into Wednesday will be long and north of where the storm makes landfall
  - The highest threat area could change based on the track of the storm
  - Expected river flooding – none
- Key Take-Aways:
  - Tropical Storm Milton is forecast to under rapid strengthening as it moves to the east to northeast early this week
  - Life threatening storm surge is forecast with the system
  - The confidence is low on the exact track of the system, and it should be noted that the average NHC track error on day four is around 150 miles
- Talking Points and Messaging Tools:
  - Flood watch for the entire area – rainfall amounts of five to eight inches, with localized up to 12 inches
  - Hurricane/tropical storm/storm surge watches will be issued later today
  - A good amount of uncertainty remains in the track with the entire west coast of Florida at risk
  - Life-threatening storm surge is forecast to occur with this storm
  - Storm preparations should be completed by Tuesday afternoon/evening

County Manager Atchley reminded the Board that emergency management follows the National Hurricane Center and the National Weather Service, which are both subsets of NOAA (National Oceanic and Atmospheric Administration), and provided information was the most up to date from the Florida Department of Emergency Management.

Chairwoman Wyatt requested the forecast for Horse Creek. Emergency Management Director Scheider explained Horse did not have a forecast since the National Weather Service does not issue forecasts for Horse Creek, Horse Creek's current level was 12.5 feet and its peak during Tropical Storm Debby was 21 feet.

Chairwoman Wyatt called for Commissioner questions or comments.

Commissioner Melendy requested more information concerning the County's plan, such as when the County will be open, and the forecast and arrival of the tropical storm force winds. Emergency Management Director Schneider confirmed the tropical storm force winds should arrive around 7:00 a.m. on Wednesday.

County Manager Atchley reviewed County's operations and the "list of things to happen":

- Employees to begin documenting the event internally and externally – specifically the facilities department
- Fire Rescue changing shift schedules

- Emergency Management Operations Center:
    - Partial activation on Tuesday morning and full activation before the end of the day depending on the storm's timing
    - EFSF Coordination Meetings – to begin Monday morning at 10:00 a.m.
    - Wildlife Refuge – has already begun relocating the animals due to expected flooding
    - Landfill – will contact DEP (Department of Environmental Protection) to activate necessary debris staging areas
    - F-ROC (Florida Recovery Obligation Calculation) – Florida Division of Emergency Management (FDEM) initiative that standardizes, streamlines, and simplifies the public assistance process
    - Building Department to notify all building contractors to security all construction sites
    - Parks and Recreation to begin safely relocation all campers within the parks
    - Sandbagging operations at Public Works Department on Hanchey Road – to begin today, Sunday, at noon and close at dusk and this is a self-service operation; however, there is help available for those citizens who need help sandbagging
    - Continuous monitoring of the forecast to determine when to stop operations for the County employees' safety

Chairwoman Wyatt questioned when the shelters would be opening. County Manager Atchley noted all agreements were in place, but coordination between Emergency Management and the school system will need to happen. There is a concern that more coastal residents will utilize the shelters once the shelters open.

Discussion continued concerning:

- The animal shelter having needed supplies and receiving sandbags
- The hospital receiving sandbags
- Availability of the special needs shelter, a pet-friendly shelter, and notification provided by the State

Commissioner Flores thanked staff for their hard work. County Manager Atchley noted staff felt the discussion needed to happen to allow everyone time to prepare and be ahead of the storm.

Chairwoman called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve Resolution 2025-01, a resolution of the Board of County Commissioners of Hardee County, Florida, declaring a State of Local Emergency; waiving procedures and formalities during the period of such emergency; authorizing and directing the County Manager to take whatever prudent actions may be necessary to protect the health, safety and welfare of the community pursuant to this declaration; providing for an effective date.

Chairwoman Wyatt called for public comment.

County Manager Atchley requested a natural start time be added to the resolution and the motion.

Commissioner Flores amended his motion to add the wording "effectively immediately." Commissioner George amended and confirmed her second to the motion.

No public comment was given on the agenda item.

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

3. OTHER BUSINESS

No other business was presented.

4. ADJOURNMENT

With no further business, the meeting was adjourned at 10:22 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

SPECIAL MEETING

October 31, 2024, at 8:30 AM

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

1. CALL TO ORDER

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

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

2. RECOGNITION

County Manager Atchley and staff recognized Ms. Joyce Tullis, Cracker Trail Museum Coordinator, for her hard work and creative ideas involving the community. She received a certificate of appreciation for the work she did to coordinate and organize a Trunk or Treat Event that was well attended by county staff and the community.

Chairwoman Wyatt recognized Ms. Tullis for the organization of the Trunk or Treat Event and the teamwork involved in creating and supporting this event.

Chairwoman Wyatt called for comments from the Board.

Commissioner Melendy acknowledged Ms. Tullis' enthusiasm for her job and the encouragement this brings.

Commissioner Meeks acknowledged the creativity of the trunk decorations and inquired if a first, second, or third place was awarded. Ms. Tullis noted that she hopes to add that next year.

Commissioner Flores thanked Ms. Tullis for her work.

Commissioner George expressed her thanks and appreciation for Ms. Tullis' creativity, passion, and hard work.

3. BUSINESS AGENDA

Chairwoman Wyatt opened for a motion to approve today's agenda.

Motion by Commissioner Melendy and second by Commissioner Flores to approve today's agenda.

Chairwoman Wyatt called for public comment. None given.

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

A. Resolution 2025-08, Extension of the Local State of Emergency for Hurricane Milton:

County Manager Atchley reminded the Board that the County has been under a Local State of Emergency since October 6, 2024. He asked County Attorney Johnston to ratify and clarify today's resolution for the Board.

County Attorney Johnston informed the Board that the initial language of the Local State of Emergency called for seven-day increments of an emergency and were approved by being ratified at the next meeting. Conditions are

currently limited to disaster response and do not include all components of an emergency such as curfews. This new resolution aligns with the Governor's Executive Order of a State of Emergency and can be reviewed and renewed every seven days by the County Manager, but will not require ratification because additional emergency powers are not being invoked. County Attorney Johnston noted that the County Manager still has authority to make any kind of procurement. However, these procurements are limited to disaster response necessities and if it is in excess of the County Manager's authority, it must be reported to the Board for ratification.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Commissioner Melendy confirmed that County Manager Atchley can extend the Local State of Emergency in seven-day increments if he sees fit.

County Attorney Johnston affirmed this to be true so long as the Governor's Executive Order for a State of Emergency is still in effect.

Commissioner Flores inquired if there is any timeline for how long the State of Emergency will be in effect.

County Manager Atchley noted there has been no discussion on this as there are still so many response actions taking place and there are ongoing conversations with FEMA (Federal Emergency Management Agency) regarding specific needs. He noted that at last count there were over 1,500 active applications for public assistance.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to approve Resolution 2025-08, a resolution of the Board of County Commissioners of Hardee County, Florida, ratifying the extension of the Local State of Emergency declared in Resolution No. 2025-01; waiving procedures and formalities during the period of such emergency; authorizing and directing the County Manager to take whatever prudent actions may be necessary to protect the health, safety, and welfare of the community pursuant to this declaration; providing for an effective date.

Chairwoman Wyatt called for any public comment. None given.

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

B. FDEM (Florida Department of Emergency Management) Public Assistance Grant for Hurricane Milton:

General Services Director, Lorie Ayers, clarified that the motion before the Board should read that this is an agreement and not an application. She noted it is an agreement to receive funds from FEMA (Federal Emergency Management Agency) for hurricane recovery.

County Manager Atchley informed the Board that the County was notified of this due to the expedited PA that allowed the County to receive funds ahead of paying for services related to debris removal. The application has already been signed due to time constraints. Today's request is for ratification and acceptance of the agreement.

Chairwoman Wyatt asked for clarification regarding the wording of the motion. County Manager Atchley noted that the words "and agreement" should be added to the motion.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to ratify the submission and acceptance of the Florida Department of Emergency Management (FDEM) Grant Application and Agreement for public assistance due to damage caused by Hurricane Milton; 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.

Chairwoman Wyatt called for any public comment. None given.

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

C. Center Hill Bridge Project:

Assistant County Manager/Public Works Director Simpron informed the Board that after exhausting all federal funding options, FDOT (Florida Department of Transportation) found a State funded program under the County Incentive Grant Program (CIG-P) that can be used for the replacement of Center Hill Bridge. The main qualification for this particular grant program is to improve a transportation facility that will relieve congestion on the State highway system. Director Simpron explained that Center Hill is a connector road that connects to SR-664, another collector road, which connects to U.S. Highway 17 and Main Street in Bowling Green.

Director Simpron noted that $1.8 million is the current amount being requested and the money has been found for FY 2025. If it cannot be fully funded in FY 2025, the remainder will be funded in FY 2026. Staff are currently working on the application, which needs to be submitted as soon as possible. The grant requires a 50 percent match, but due to Hardee County being a fiscally constrained county according to FDOT stipulations, staff are currently working on a 50 percent waiver that would cover this portion of the grant.

Director Simpron is presenting this project to the Board with the ultimate goal of gaining the support of the Commissioners.

County Manager Atchley clarified that staff is seeking authorization from the Board to move forward with submitting the application. If the grant is later awarded, the Board would need to approve the award, but the application needs to be submitted before the next Board meeting, hence today's request. The application will be reviewed and approved by County Attorney Johnston and County Manager Atchley before being submitted.

Chairwoman Wyatt inquired if a motion is needed today.

County Attorney Johnston confirmed that a motion typically is only allowed at special meetings for items that were on the agenda. This item was on the agenda, though it was not clear what action was needed. She affirmed that the Board could make a motion regarding the submission of the grant application.

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

Commissioner Flores referenced previous discussions regarding this road and the difficulties with funding the project. He noted that the question had been raised as to whether this road should be kept open or closed.

Director Simpron noted that Public Safety Director/Hardee County Fire Chief, Casey Dasher, had expressed that closing the road would significantly increase the emergency response time.

County Manager Atchley shared that FDOT was not in favor of the County considering allowing the road to remain closed.

Commissioner Meeks expressed that she received numerous emails and calls after the article was published in the newspaper about the possibility of not reopening the road and bridge. Citizens want the bridge to be repaired and opened.

Director Simpron explained that he was previously unaware that bridge replacement could be completed through CIG-P Program.

Commissioner George commended Director Simpron on his work and the benefits it brings to the County.

Chairwoman Wyatt opened the floor for a motion.

Motion by Commissioner Melendy and second by Commissioner Meeks to approve submittal of the grant application for the Center Hill Bridge Project.

Chairwoman Wyatt called for public comment. None given.

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

4. OTHER BUSINESS

County Manager Atchley reminded the Board of the upcoming ribbon cutting ceremony and the personal invitations that were sent out.

Commissioner George noted that the sound for today's meeting was significantly better, and she is able to hear everything.

County Manager Atchley reviewed the recent progress made on the sound system for the chambers.

Chairwoman Wyatt called for any further announcements from the County Attorney, County Manager, Assistant County Managers, or elected officials. None noted.

5. ADJOURNMENT

With no further business, the meeting was adjourned at 8:59 a.m.

X

Russell A. Melency, Chair
Board of County Commissioners

X

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

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

January 2, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

4. BUSINESS AGENDA

A. Draft Fire Prevention Ordinance 2025-01:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, and Hardee County Fire Marshall, Kenneth McDuffie, presented the revised Fire Prevention Ordinance. Originally, there were two ordinances, one for fire prevention that outlined life safety inspections and the fire marshal position, and one for enacting a burn band. The two ordinances were revised and combined under the direction of the County Attorney. The burn ban enactment process has been streamlined to allow the burn ban to be made effective immediately when conditions reach a drought index of 600 rather than the previous index of 650, and the Florida Prevention Code has been included in the ordinance.

Chair Melendy called for Commissioner questions.

Commissioner Flores requested more information concerning the drought condition index and the lowering of the enactment threshold. Chief Dasher explained a drought index of 650 indicated the conditions were drier than an index of 600, when cogon grass, which is located in pasture lands and on the side of roads, dries up it is equivalent to gasoline, and initiating the burn ban when 90 percent of the County has an index of 600 allows for more flexibility, which equals a faster enactment time.

Commissioner Chancey noted the penalty amounts were not set out in Section 1510 as stated. Chief Dasher noted County Attorney Johnston would need to address the penalties further, but he believed the fine was $500.00 or 30 days in jail. County Attorney Johnston advised the penalty of jail time would not likely be included in the ordinance; a schedule of fines pursuant to Florida Statute Chapter 162 for statutory maximums will be presented for Board approval; the ordinance refers back to the code enforcement process, which is heard by the special magistrate, and noted certain types of violations, such life safety issues, allows for the inclusion of a hearing before a judge, if needed.

There was further discussion concerning the fee schedule for normal business fire inspections, public notification of ordinance changes, the codification process for the adopted ordinances, and the adopted fees being comparable to surrounding county's fees.

B. Acceptance of the $1 million Pioneer Park Infrastructure Legislative Appropriation:

General Services Director, Lorie Ayers, explained the agreement before the Board was for acceptance of the Legislative Appropriation for Pioneer Park infrastructure and the agreement was with Florida Commerce.

Chair Melendy called for Commissioner comments or questions.

Commissioner Flores requested Director Ayers review the plans for the expenditure of the funds. Director Ayers explained the County had applied for $5 million, but was awarded $1 million for the expansion of wastewater into Pioneer Park and the decommissioning of any existing septic tanks. The expansion will allow for the inclusion of "glamping" projects in the park.

C. Resolution 2025-24 - Center Hill Bridge County Incentive Grant Program (CIGP):

Assistant County Manager Simpron explained all the federal funding for Center Hill Bridge had been exhausted and the County was awarded state funding for the requested $1.8 million through the County Incentive Grant Program (CIGP) for the bridge's construction phase, and the design phase has been completed and inspected by FDOT (Florida Department of Transportation).

Chair Melendy called for Commissioner comments.

Commissioner Flores expressed appreciation for staffs' hard work on the project.

Commissioner Miller questioned whether the awarded amount would be sufficient to complete the project. Assistant County Simpron confirmed the funds would be sufficient to complete the project.

D. Draft County Attorney Report:

County Attorney Johnston explained an example of a monthly county attorney report was provided, which would address ongoing projects, new legislation, and updated policies.

Chair Melendy called for Commissioner questions.

Commissioner Miller questioned whether the completed codified material would be available in Muni-Code and noted the current information is extremely difficult to access. County Attorney Johnston advised there is a budget component involved and the addition to Muni-Code is under discussion between herself and County Manager Atchley.

Assistant County Manager Baber explained the process for uploading the Land Development Code to Muni-Code was initiated in the previous year and the uploading process is 60 percent complete.

E. Distribution of Policies & Procedures:

County Attorney Johnston advised the Board's policies were last updated in 2022 and there have been modifications to the policies through Board motions or Board consensus. County Johnston noted she would be distributing the current policies and procedures that included her notes by email to each of the Commissioners to review and for suggested changes.

Chair Melendy called for Commissioner comments or questions. None given.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Melendy called for public comment concerning agenda items. None given.

Chair Melendy called for staff comments.

Assistant County Manager Baber announced the Constitutional Officer Swearing Ceremony scheduled for January 7, 2025, at 8:30 a.m., would be held at the Agri-Civic Center.

6. ADJOURNMENT

With no further discussion, the meeting was adjourned at 9:59 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: June 19, 2025

SUBMITTED BY: Brandy Crawford, Hardee County Sheriff's Office

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Motion to approve Resolution 2025-52, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving and authorizing the expenditure of Law Enforcement Forfeiture Funds (State) pursuant to section 932.7055, Florida Statutes and (Federal) in accordance with the Comprehensive Crime Control Act of 1984; providing for authorization, severability and for an effective date.

SUGGESTED ACTION:

ATTACHMENTS:
Resolution 2025-52 - Forfeiture Funds.docx
2025 LET Fund Request Letter.pdf

RESOLUTION NO. 2025-52

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING AND AUTHORIZING THE EXPENDITURE OF LAW ENFORCEMENT FORFEITURE FUNDS (STATE) PURSUANT TO SECTION 932.7055, FLORIDA STATUTES AND (FEDERAL) IN ACCORDANCE WITH THE COMPREHENSIVE CRIME CONTROL ACT OF 1984; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the Florida Contraband Act and the Comprehensive Crime Control Act or 1984 the Hardee County Sheriff requests authorization to expend State and Federal Law Enforcement Forfeiture Funds pursuant to the attached request and certification (included and attached hereto as Exhibit "A"); and

WHEREAS, the Hardee County Sheriff certifies that the use of the Law Enforcement Forfeiture Funds complies with Section 932.7055, F.S., and the Comprehensive Crime Control Act of 1984 and the funds are not being used to meet normal operating expenditures, and were not considered in the adoption and approval of the Fiscal Year 2025 Budget; and

WHEREAS, the Hardee County Board of County Commissioners (the "BOCC") find it to be in the best interests of the County to authorize and approve the expenditure of the Law Enforcement Forfeiture Funds pursuant to the attached request and certification (Exhibit "A").

NOW THEREFORE, BE IT RESOLVED by the Hardee County Board of County Commissioners:

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

Section 2. Approval and Authorization. Pursuant to Section 932.7055, F.S., and the Comprehensive Crime Control Act of 1984, the BOCC hereby approves and authorizes the expenditure of the Law Enforcement Forfeiture Funds as provided for in the attached request and certification from the Hardee County Sheriff (included and attached hereto as Exhibit "A.")

Section 3. 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 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this _____ day of _____, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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 Johnston, County Attorney

HARDEE COUNTY SHERIFF
VENT CRAWFORD

May 28, 2025

Honorable Russell Melendy
Hardee County Board of County Commissioners
412 West Orange Street
Wauchula, FL 33873

Honorable Russell Melendy,

In accordance with Florida State Statue 932.0755, subsection 5, please accept this letter as a request for monies from the Law Enforcement Trust Fund for the following:

Federal Funds:

- $10,000.00 donation to United Way of Central Florida
- $5,000.00 donation to Drug Free Hardee
- $10,000.00 donation to Florida Sheriff's Youth Ranch

State Funds:

- $15,000.00 dedicated to purchase Hardee County Sheriff's Office Patrol Dog
- $15,000.00 dedicated to advance specialized training to further the expertise in leadership

Should you need any further information regarding the above-mentioned items please do not hesitate to call.

Respectfully submitted,

Vincent Crawford, Sheriff

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the operating amendments pertaining to Resolution 2025-52 as presented.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amendments operating 2 06052025.pdf
Operating Amendments 06052025.2.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
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: June 4, 2025

The amendments before you are related to the Sheriff's request for funds from the Federal and State Law Enforcement Trust. The first amendment is reducing the amount of contingency and moving it to the Federal law enforcement allocation line in the amount of $25,000. The second amendment is reducing the amount of contingency and moving it to the State law enforcement allocation line in the amount of $30,000.

Staff recommends approval of these amendments.

OPERATING BUDGET AMENDMENTS 2024-2025

June 5, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
608-521-000-00	Fed LET Sheriff Allocation	$ -	$ -	$ 25,000.00		$ 25,000.00	To move funds out of contingency to cover the current year federal law enforcement trust fund requst from the Sheriff
608-599-000-0	Fed LET Contingency	$ 112,500.00	$ 112,500.00		$ 25,000.00	$ 87,500.00	
609-521-000-00	State LET Sheriff Allocation	$ -	$ -	$ 30,000.00		$ 30,000.00	To move funds out of contingency to cover the current year state law enforcement trust fund requst from the Sheriff
609-599-000-0	State LET Contingency	$ 90,100.00	$ 90,100.00		$ 30,000.00	$ 60,100.00	

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the ratification of the Spring State Grant E911 Hardware grant application in the amount of $359,841.42; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to accept and expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
E911 Hardware Grant.pdf

PUBLIC SAFETY

4781357688	CNTY25-HARDEE 911

STATE GRANT APPLICATION

Basic Information

Application Submitted Date : 05-27-2025 12:53:06

PDF Generated Date: 05-27-2025 12:53:47

County : HARDEE

Project Title: 911 Phone Hardware Refresh

Amount Requested: $359,841.42

Procurement Method : SINGLE-SOURCE

1. Chair, Board of County Commissioners

412 W. Orange Ave

Wauchula , FL 33873

Hardee County

2. County 911 Coordinator

900 E Summit St

Wauchula , FL 33873

Hardee County

3. Federal Tax ID Number

596000639

4. County fact information

Number of PSAPs : 1 primary 1 back up

Number of Call-taking Positions per PSAP : 4 at primary, 3 at back up

PSAP(s) in which grant funding will apply : primary and back up

5. Financial Information

A) Current annual costs for 911 systems : $173,340.00

B) Current annual costs for maintenance : $61,038.91

C) Total amount of 911 fee revenue received : $104,942.09

D) Carry-forward funding retained : $0.00

E) Current carry-forward funding : $0.00

F) Applied carry-forward funding : $62,965.25

G) Minimum calculated amount for applied carry-forward funding :$62,965.26

6. Describe the existing system

Hardee County is a type 4, E911 system consisting of one primary PSAP, and one back-up PASAP.
The primary PSAP consists of four (4) call taker positions. PSAP is on Windows 7, using Viper 6.4 Version software, Power911, Power Metrics (ECaTs), MAPFlex 5.4, and ePrinter. We receive Text-to-911 SMS (short message service) through the West Text Control Center (TCC), a West/Intrado. The Primary PSAP's last overall upgrade was in October 2019.

The Back-up PSAP consists of (3) three call taker positions. PSAP is on Windows 7, using Viper 6.4 version software, Power911, Power Metrics (ECaTs), MAPFlex 5.4m and ePrinter. We receive Text-to-911 SMS (short message service) through the West Text

Center (TCC), a West/Intrado. The back-up sites last overall update was in May 2020.

7. Describe the scope of work
The purpose of this project is to assure that the county's E911 system is refreshed with new work stations and servers as some have reached the 5 year, end of life cycle. Tis update will refresh hardware and software on the overall system and keep it fully functional and maintained.
The upgrade systems are the Viper Platform, individuals work stations, MapFlex, and Power Metrics.

8. Justification of the need for the proposed project
Hardee County currently has Windows 7 and reached the 5 year end of life cycle on our E911 equipment. This is the central location for all of Hardee County and the three municipalities.

Our request is for assistance in keeping the E911 System in full working order through the ever changing and improving industry.

9. Justification of grant funding
Hardee County is a Rural Area of Critical Economic Concern, as defined by FS 228.0656(1), and we would struggle to maintain our E911 system. The expenditures far outweigh the revenues; therefore, Hardee County ios requesting financial assistance to fund the project for upgrading our 911 Viper system. Without this grant funding, Hardee County will be unable to actively and accurately upgrade our 911 hardware-software system.

10. Project timeline
April 2025 - Requested quotes
May 2025- Received quotes and applying for spring state grant
June 2025- Hopefully receive approval of state grant
We hope to have project completed by the end of 2025

11. Single or sole source justification, if applicable
Services will be based on C1 contract # OP-000871854 SO-000985960 and in compliance with Hardee County's and the state of Florida's purchasing policies.

12. Previous service dates, if applicable
Equipment at EOL last refresh was done in 2019. Current system is on Windows 7 and needs to be updated.

13. Budget reports

Year 1

System: Hardware, Software, Equipment, & Labor

Item	Total Amount , Unit Price , Quantity
Software	$16,539.84 ($16,539.84 X 1)
Hardware	$202,622.96 ($202,622.96 X 1)

System Subtotal : $219,162.80

Services: Training, Maintenance, and Warranty Items

Item	Total Amount , Unit Price , Quantity
Professional Services	$111,629.54 ($111,629.54 X 1)
Maintenance	$29,049.08 ($29,049.08 X 1)

Services Subtotal : $140,678.62

Year 1 Budget Total : $359,841.42

Overall Project Total : $359,841.42

Carry-forward Funds Applied : $0.00

Grant Request Total Less Carry-Forward Applied : $359,841.42

14. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions.
Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct.
A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the Emergency Communications Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida 911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained.
No substantial changes or departures from the original proposal shall be permitted unless the Emergency Communications Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds,
and accrued interest (if any) to the Board.

The county certifies that all applicable county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

Russell A. Melendy

SIGNATURE CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANGER

Date 6/5/25

Russell A. Melendy
Printed Name

Chair
Position

Regional Signatures if Applicable (add additional lines if needed)

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the Florida 911 Region 6 Next Generation 9-1-1 Project Addendum 2 to the Memorandum of Understanding; subject to approval by the County Attorney and authorization for the County Manager or Chair to any necessary documents in furtherance thereof.
SUGGESTED ACTION:	

ATTACHMENTS:
Region 6 MOU Addendum 2.docx

ADDENDUM NUMBER TWO TO ADD MANATEE COUNTY AND SARASOTA COUNTY AS PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU) REGARDING A JOINT REGIONAL NEXT GENERATION 911 ROUTING PROJECT BETWEEN CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY BOARD OF COUNTY COMMISSIONERS, HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY BOARD OF COUNTY COMMISSIONERS, MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS AND ST. LUCIE BOARD OF COUNTY COMMISSIONERS.

WHEREAS, this addendum number two to the memorandum of understanding ("Addendum") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Manatee County Board of County Commissioners (hereinafter, Manatee BOCC), Martin County Board of County Commissioners (hereinafter, Martin BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC), Sarasota Board of County Commissioners (hereinafter, Sarasota BOCC) and St. Lucie County Board of County Commissioners (hereinafter, St. Lucie BOCC) who desire to enter this addendum number two to Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

WHEREAS the Boards of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party" or "_____ BOCC."

WHEREAS the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
ADDENDUM NUMBER TWO TO MEMORANDUM OF
UNDERSTANDING

WHEREAS the Parties entered into a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("MOU") in 2022.

WHEREAS, the Parties, pursuant to MOU paragraph VII wish to add Manatee BOCC and Sarasota BOCC to the list of participating Boards of County Commissioners.

WHEREAS the Parties do not intend to disturb or amend any provision of the MOU as adopted by the Parties.

I. ADDENDUM

The Parties hereby add Manatee BOCC and Sarasota BOCC as Parties to the MOU on the date when the Manatee BOCC and Sarasota BOCC notify the Parties that their respective Boards have accepted and acknowledged the MOU's terms and conditions.

II. MOU PROVISIONS TO REMAIN UNDISTURBED OR FURTHER AMENDED

The sole purpose of this addendum is to add Manatee BOCC and Sarasota BOCC as Parties to the MOU. All other provisions of the MOU remain undisturbed and the Parties do not intend to amend such provisions further.

III. CONFLICT

If any provision of this addendum is deemed by a court of competent jurisdiction to conflict with a provision of the MOU, the Parties intend for the MOU to govern. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

Signatures continue on next pages

1) Charlotte County Board of County Commissioners (or designee) -- required

This MOU is passed, duly adopted and signed on this _____day of _____, .

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
Joseph M.Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
Janette S. Knowlton, County Attorney

2) Collier County Board of County Commissioners (or designee) -- required

William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

_____
Signature/Date

_____
Print Name/Title

3) Desoto County Board of County Commissioners (or designee) -- required

_____

This MOU is passed, duly adopted and signed on this _____day of _____, .

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Elton Langford, Chairman

ATTEST:

_____
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

_____
Donald D. Conn, County Attorney

4) Glades County Board of County Commissioners (or designee) -- required

Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

_____
Signature/Date

_____
Print Name/Title

5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

_____
Signature/Date

Russell A. Melendy, Chair
Print Name/Title

6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

_____
Signature/Date

_____
Print Name/Title

7) Highlands County Board of County Commissioners (or designee) -- required

C/O County Administrator
600 S Commerce Ave
Sebring, FL 33870

_____
Signature/Date

_____
Print Name/Title

8) Lee County Board of County Commissioners (or designee) -- required

C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

_____
Signature/Date

_____
Print Name/Title

9) Monroe County Board of County Commissioners (or designee) -- required

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

_____
Signature/Date

_____
Print Name/Title

10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

_____
Signature/Date

_____
Print Name/Title

11) Martin County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the Martin County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the Martin County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

12) St. Lucie County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the St. Lucie County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the St. Lucie County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

13) Manatee County Board of County Commissioners (or designee) – required

The authorized signatory (ies) below acknowledges and agree on behalf of the Manatee County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the Manatee County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

14) Sarasota County Board of County Commissioners (or designee) – required

The authorized signatory (ies) below acknowledges and agree on behalf of the Sarasota County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the Sarasota County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

AGENDA ITEM NO. 7.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Resolution 2025-55, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving an agreement with Drug Free Hardee, Inc. for the administration of funds received pursuant to opioid settlement agreements; authorizing the expenditure of settlement funds for approved uses and in accordance with approved settlement and recipient agreements; approving and authorizing the County Manager or Chair to execute the necessary documents and authorizing acceptance and expenditure of funds in furtherance thereof; providing for authorization; and providing for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:

Opioid Funding Memo.pdf
Reso 2025-55 - Opioid Fund Administrator Draft 2025.docx
Opioid Fund Administrator Agreement - BOCC.doc

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Opioid Agreement

Date: June 5, 2025

Modification to the current grant agreement with Drug Free Hardee to increase the not to exceed amount to $65,469.62, an increase of $39,777.88. We anticipate receiving additional funds annually over the next 15 years estimated to total $218,128.28. Additionally, we contracted with our regional managing entity, Central Florida Behavioral Health Network to administer the regional funds received in the amount of $168,143. This additional funding will enable Drug Free Hardee to increase their opioid-related prevention programming.

Staff recommends approval.

RESOLUTION NO. 2025-55

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING AN AGREEMENT WITH DRUG-FREE HARDEE, INC. FOR THE ADMINISTRATION OF FUNDS RECEIVED PURSUANT TO OPIOID SETTLEMENT AGREEMENTS; AUTHORIZING THE EXPENDITURE OF SETTLEMENT FUNDS FOR APPROVED USES AND IN ACCORDANCE WITH APPROVED SETTLEMENT AND RECEIPIENT AGREEMENTS; APPROVING AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND AUTHORIZING ACCEPTANCE AND EXPENDITURE OF FUNDS IN FURTHERANCE THEREOF; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County") entered into Resolution No. 2021-22 on June 3, 2021, (attached hereto as part of Composite Exhibit "A") which authorized the County to be a participant in a unified plan for the distribution of settlement funds from litigation initiated by the State of Florida against pharmaceutical supply chain participants; and

WHEREAS, in order to receive an allocation of the settlement funds the County is subject to the terms and conditions of the agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and Certain Local Governments in the State of Florida (hereinafter the "Settlement Agreement" and attached hereto as part of Composite Exhibit "A"); and

WHEREAS, the Settlement Agreement provides for the disbursement of funds either through a designated City/County Fund distribution or a Regional Fund; and

WHEREAS, the Florida Department of Children and Families ("DCF") has designated the Central Florida Behavioral Health Network, Inc. ("CFBH") as the managing entity for the disbursement of the Regional Fund; and

WHEREAS, the County entered into an with agreement with CFBH ("CFBH Agreement" attached hereto as part of Composite Exhibit "A") that allows the County to receive an allocation of the Settlement Agreement Regional Fund's so long as the funds are expended for an Approved Purpose in compliance with CFBH's requirements; and

WHEREAS, Drug-Free Hardee is a non-profit corporation operating in the County with an objective of reducing and eliminating substance abuse and providing educational programs and initiatives that align with the Approved Uses of the Settlement Funds; and

WHEREAS, the County desires to distribute the annual allocation of the settlement funds to Drug-Free Hardee to be used for Approved Purposes within Hardee County, as provided in the attached Settlement Agreement and subject to the requirements of the CFBH Agreement; and

WHEREAS, Drug-Free Hardee shall provide the County with proposed activities and a Project Description attached as part of Composite Exhibit "A" ("Project Descriptions") prior to disbursement of any Settlement Funds for the COUNTY to review and approve in accordance with the requirements of this Opioid Fund Administrator Agreement; and

WHEREAS, the Board of County Commissioners hereby find that it is in the best interests of the County to approve and authorize the County Manager to execute the Opioid Fund Administrator Agreement (Composite Exhibit "A") providing for the distribution of Settlement Funds for Approved Purposes, requiring review and prior approval of projects, requiring a direct benefit for Hardee County, requiring an annual report to the Board, and renewal of the Agreement subject to Board approval.

NOW, THEREFORE, BE IT RESOLVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval and Authorization Agreement Execution.** That the Board hereby approves and authorizes the County Manager to execute the Opioid Fund Administrator Agreement, in substantially the attached form (Exhibit "A") and all additional necessary documents for acceptance of the grant, and further authorizes the County Manager or designee to administer the Agreement including, but not limited to, approving amendments to the Project Description limited to the approved current fiscal year appropriations, review and approval of required budget, reports, etc. oversee acceptance and expenditure of the awarded funds.

Section 3. **Renewal.** This Agreement term shall be effective upon execution until October 31, 2025, the Agreement may be renewed by the County Manager for one (1)

year terms ending October 31 of the then current year, subject to Board approval of the appropriation of Settlement Funds.

Section 4. **Approval and Authorization to Accept and Expend Funds Expenditure.** The Board hereby approves and authorizes the County Manager or Designee to accept and expend the funds in furtherance thereof.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this ___ day of _____, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

HARDEE COUNTY

OPIOID FUND ADMINISTRATOR AGREEMENT

THIS AGREEMENT made and entered into this __ day of _____, 2025, by and between the Hardee County Board of County Commissioners, a political subdivision of the State of Florida, located at 412 W Orange St, Suite 103, Wauchula, Florida 33873, (hereinafter the "COUNTY") and Drug Free Hardee, Inc, a Florida not for profit corporation, located at 303 W. Main Street, Suite 1, Wauchula, FL 33873, (hereinafter “Drug-Free Hardee”).

WHEREAS, the COUNTY entered into Resolution No. 2021-22 on June 3, 2021, (attached hereto as Exhibit “A”) which authorized the COUNTY to be a participant in a unified plan for the distribution of settlement funds from litigation initiated by the State of Florida against pharmaceutical supply chain participants; and

WHEREAS, in order to receive an allocation of the settlement funds the COUNTY is subject to the terms and conditions of the agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and Certain Local Governments in the State of Florida (hereinafter the “Settlement Agreement” and attached hereto as Exhibit “B”); and

WHEREAS, the Settlement Agreement provides for the disbursement of funds either through a designated City/County Fund distribution or a Regional Fund; and

WHEREAS, the Florida Department of Children and Families (“DCF”) has designated the Central Florida Behavioral Health Network, Inc. (“CFBH”) as the managing entity for the disbursement of the Regional Fund; and

WHEREAS, the COUNTY entered into an with agreement with CFBH (“CFBH Agreement” attached hereto as Exhibit “C”) that allows the COUNTY to receive an

allocation of the Settlement Agreement Regional Fund's so long as the funds are expended for an Approved Purpose in compliance with CFBH's requirements; and

WHEREAS, Drug-Free Hardee is a non-profit corporation operating in Hardee County with an objective of reducing and eliminating substance abuse and providing educational programs and initiatives that align with the Approved Uses of the Settlement Funds; and

WHEREAS, the COUNTY desires to distribute the annual allocation of the settlement funds to Drug-Free Hardee to be used for Approved Purposes within Hardee County, as provided in the attached Settlement Agreement and subject to the requirements of the CFBH Agreement; and

WHEREAS, Drug-Free Hardee shall provide the COUNTY with proposed activities and a Project Description attached as Exhibit "D" ("Project Descriptions") prior to disbursement of any Settlement Funds for the COUNTY to review and approve in accordance with the requirements of this Opioid Fund Administrator Agreement; and

In consideration for the mutual undertakings and agreements hereinafter set forth, COUNTY and the Drug-Free Hardee agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430

DRUG FREE HARDEE
303 WEST MAIN ST, SUITE 1
WAUCHULA, FL 33873
P: _____

2.0 TERM: The term of this Agreement shall be effective upon the execution date until October 31, 2025. Upon prior mutual agreement of the parties, this Agreement may be renewed for one (1) year terms ending October 31, of the current year, unless terminated sooner as provided in this Agreement.

2.0 ADMINISTRATOR: The Agreement administrator is Terry Atchley, County Manager or his designee. All approvals referenced in this agreement must be obtained from the agreement administrator or his designee. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 USE OF FUNDS: the use of Settlement Funds shall be in accordance with the Settlement Agreement (Exhibit "A"), CFBH Agreement (Exhibit "B"), and approved Project Description (Exhibit "D") attached and incorporated herein.

4.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by the COUNTY, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

5.0 OBLIGATIONS OF THE GRANTEE: The Grantee agrees to:

(a) Administer funds in accordance with Section 3 of this Agreement.

(b) Provide an annual report to the Board of County Commissioners on the use of the funds that lists each project, amount of Settlement Funds expended, and a description of how the project met the objectives of the Settlement Agreement Approved Uses and benefitted Hardee County.

(c) Provide a budget and detailed reports to the COUNTY regarding the project, reports must be completed pursuant to the requirements of the Settlement Agreement and CFBH Agreement.

(d) Upon request by the COUNTY, and within a reasonable time, allow the COUNTY to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices.

(e) Upon request by the COUNTY, and within a reasonable time, allow the COUNTY to inspect, review and audit all records received or created pursuant to this Agreement.

(f) Retain records for at least six (6) years following the end of this Agreement or deliver such records to the COUNTY for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the six (6) year period, 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 six (6) year period, whichever is later.

(g) Submit project status reports, develop and utilize standardized monitoring tools and report expenditures, service utilization data, demographic information and national outcome measures in a manner similar to the requirements of 42 U.S.C. Section 300x and 42 U.S.C. Section 300x-21.

(h) Promptly respond to requests for information and implementation of any policies and procedures to ensure compliance with the Settlement Agreement and CFBH Agreement.

6.0 <u>OBLIGATIONS OF THE COUNTY</u>:

(a) Provide a format for all required reports and assist Drug Free Hardee in completing reports satisfactory to the COUNTY.

(b) Provide or assist in obtaining technical assistance as needed to distribute the Settlement Funds in accordance with this Agreement.

(d) Provide oversight for the efficient and effective distribution of the Settlement Funds.

7.0 <u>TERMINATION OF THIS AGREEMENT</u>:

(a) The Agreement may be terminated by the COUNTY upon failure of Drug Free Hardee to comply with any term or condition of this Agreement.

(b) The Agreement may be terminated by either party upon ten (10) days prior notice, all funds shall be refunded to the COUNTY within forty-five (45) days of the date of notice of termination. The COUNTY shall have the option, in its sole discretion, to waive the requirement to refund the Settlement Funds so long as the expended funds continue to be or were previously used for an activity that was permitted pursuant to this Agreement and the COUNTY has the required documentation from Drug Free Hardee.

8.0 <u>PENALTY</u>: Fraudulent procurement or receipt of funds under this program renders the Grantee liable for repayment.

9. <u>NON-APPROPRIATION:</u> This Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement or any representation by any County Official, officer, or employee creates any obligation to appropriate or make monies available for the purposes of this Agreement beyond the fiscal year in which this Agreement is executed.

10.0 <u>LEGAL REQUIREMENTS</u>:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

11.0 NON-DISCRIMINATION: The COUNTY and Drug Free Hardee will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. Drug Free Hardee shall insert a similar provision in all subcontracts for services by this Agreement.

12.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

13.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

14.0 WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

15.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

16.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the County and the authorized agent of the Grantee.

17.0 INDEMNIFICATION: Drug Free Hardee shall indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages,

arising from Drug Free Hardee's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between Drug Free Hardee and third parties made pursuant to this Agreement. Drug Free Hardee shall reimburse the COUNTY for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from COUNTY performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

18.0 <u>COMPLIANCE WITH LAWS</u>

(a) Drug Free Hardee shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) Drug Free Hardee shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. Drug Free Hardee shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, Drug Free Hardee shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

19.0 <u>ENTIRE AGREEMENT:</u> This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the

parties. No amendment will be effective unless reduced to writing and signed by the parties.

20.0 <u>DUPLICATE ORIGINALS</u>: This Agreement is executed in duplicate originals.

DRUG-FREE HARDEE	HARDEE COUNTY
_____	_____
AUTHORIZED SIGNATURE Date	AUTHORIZED SIGNATURE Date
TITLE: _____	TITLE: _____

EXHIBIT A

Insert Resolution No. 2021-22

EXHIBIT B

[INSERT]
Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and Certain Local Governments in the State of Florida

"Settlement Agreement"

EXHIBIT C

[INSERT]

Approved Plan and Project Description

AGENDA ITEM NO. 7.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Hardee County EDA grant application for design and engineering of Phase 9 Water and Wastewater Expansion 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:
Revised Memo - 2025.pdf
EDA Grant WWW Phase 9.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: EDA (Local) Infrastructure Grant application - Phase 9

Date: June 5, 2025

EDA Infrastructure Grant application in the amount of $325,000.00 was submitted by staff. The proposed project will provide funding for professional engineering services necessary to begin the design and engineering plans for phase 9 of the Hardee County Water/Wastewater expansion project.

Staff recommends ratification.

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after COB on May 30, 2025, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application and nine copies must be filed with:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430
Fax 863-773-0958

FOR ADMINSTRATIVE USE ONLY:
Date and time application received:_____Initials_____
Date application deemed complete:_____Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 West Orange St Room 201 Wauchula FL 33873

Phone Number: 863-773-6349
Fax Number: 863-773-5801
FEID Number: 59-6000632

b) Contact Person: Bobby Keene
Title: Capital Projects Manager
Mailing Address: 412 West Orange St. Room 201 Wauchula FL 33873

Phone Number: 863-773-3465
Fax Number: 863-773-5801
Email Address: bobby.keene@hardeecountyfl.gov

c) Name of the Proposed Project: Wauchula Hills Phase 9 – Sanitary Sewer Improvements

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab 01

b) Total estimated cost of the project: $325,000.00

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g., feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab N/A

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab N/A

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab 02

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: N/A
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New
☐ Existing
☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: N/A
Name of Agency: _____
Mailing Address: _____
_____
_____
Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____
_____
Phone Number: _____
Fax Number: _____
Email Address: _____

c) Please provide a copy of your budget for this application.
Related documentation attached. See Tab _____

d) Status of the application: _____
_____
_____

e) If your application has been approved, please provide a copy of the approval or commitment letter.
Related documentation attached. See Tab _____

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.
Related documentation attached. See Tab _____

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
X Yes ☐ No

b) Is the project located in an Enterprise Zone?
X Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes X No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab 03

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab N/A

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab 04

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab 05

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab 06

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab N/A

g) Please provide projected operating budget for a minimum of three years. See Tab N/A

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab _____

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:



(Signature)

Courtney Barringer - Grants Specialist

(Print or Type Name & Title)

Hardee County BOCC

(Company)

863-773-6349

(Phone Number)

863 773 5801

(Fax Number)

05/27/2025

(Date)

courtney.barringer@hardeecountyfl.gov

(E-mail Address)

Bobby Keene

(Contact Person, if different)

bobby.keene@hardeecountyfl.gov

(E-mail Address if different)

(Address if different)

863-558-4781

(Phone if different)

To the best of my knowledge, the information included in this application is accurate.



(Signature of Authorized Officer)

Terry Atchley

(Print or Type Name of Authorized Officer)

County Manager

(Print or Type Title of Authorized Officer)

Hardee County BOCC

(Company)

863-773-9430

(Phone Number)

863 773 5801

(Fax Number)

5/27/2025

(Date)

terry.atchley@hardeecountyfl.gov

(E-mail Address

Tab 01

PROJECT INFORMATION/DESCRIPTIONS

The Hardee County Board of County Commissioners is proposing Professional Engineering services for the construction of a sanitary sewer lift station, sanitary sewer gravity system expansion, sewer services, and other appurtenances. The improvements are located within Bostick Road between U.S. Route 17 right-of-way and Barkdoll Road and Barkdoll Road between Bostick Road and SR 64.

The services being proposed by Hardee County include preparation of Construction plans, specifications, and bid documents for Wauchula Hills Phase 9.0 Sanitary Sewer Improvements. The scope of sanitary work includes: the addition of approximately 3,200 feet of 8-inch diameter sanitary sewer mains and manholes installed along Bostick Road and 2,800 feet of 8-inch diameter sanitary sewer mains and manholes installed along Barkdoll Road; a 25 feet deep duplex submersible lift station installed on the north side of Bostick Road near the intersection of Theater Road. Additional scopes include road and property restoration within the limits of construction in the road.

The estimated financial burden for this project totals $325,000 and will be managed in accordance with good cash management principles. The services required for this project are among those provided by local vendors and internet service providers that the county will partner with for implementation.

Tab 02

INFRASTRUCTURE OWNERSHIP

Hardee County Board of County Commissioners will maintain ownership of the Wauchula Hills Phase 9.0 Sanitary Sewer Improvements and rely upon it for future infrastructure endeavors. Any additional infrastructure will be owned by Hardee County. Infrastructure operations and maintenance will be the responsibility of the Hardee County Utilities Department.

Tab 03

ORGANIZATION CAPACITY

Capital Projects Manager, Bobby Keene has been employed by Hardee County almost 15 years. His work involves management and oversight of professional engineering work in the field of civil / environmental engineering and extensive coordination of project activities with staff, users, consultants, regulatory agencies and contractors. He has performed routine and advanced work in the management and operations of the County Infrastructure with Information Technologies and water / wastewater service area treatment plants, collection, distribution and transmission lines and associated construction, operation and maintenance. He ensured systems function continuously, efficiently and in compliance with safety and environmental regulatory standards concerning potable water treatment and distribution and wastewater treatment, reuse and disposal processes.

Additionally, Hardee County Grants Management Department staff have a combined experience of over 33 years administering State, Federal and local grants. The Grants Management Department has successfully administered more than $66 million dollars in grants.

Tab 04

FINANCIAL PLAN

This reimbursement grant would be tracked in accordance with good cash management principles. The costs incurred shall include only expenditures related to the project and grant period as identified in the Grant Agreement. Requests for Reimbursement for allowable cost will include invoice, non-negotiable check and cleared check as backup.

All documents that support the reimbursement will be retained by Hardee County for 5-years following project completion.

Tab 05

PUBLIC USE

Wauchula Hills Phase 9.0 Sanitary Sewer Improvements will assist Hardee County Board of County Commissioners in the expansion of the utilities infrastructure to ensure proper connection to centralized water and sanitary sewer services for existing and future residential and commercial developments within the county areas of operation. It will correspond with the Strategic Plan adopted December 7, 2023. Expansion of existing utilities infrastructure that will promote economic development and build a resilient community.

Tab 06

Wauchula Hills Phase 9.0 Sanitary Sewer Improvements

SCOPE OF WORK

1. **Route & Topographic Survey**

   Map of Specific Purpose Survey

   - Survey will physically locate all above ground, visible improvements within the existing maintenance rights of way of the following street: Bostick Road from 100 feet west of Barkdoll Road to the west right of way of SR 17. Survey baseline will be established at 100-foot intervals and cross sections taken to ten (10) feet beyond each right of way at 50-feet intervals. Plan view elevations will be shown as relative to North American Vertical Datum of 1988 at each section and at pertinent points for facilitation of Engineering Design. All visible, above ground improvements and utilities will be located and shown. Trees 3" or greater will be shown with diameter at breast height (DBH) and common name if known by the Surveyor's agent. The area designated for the proposed lift station easement will be surveyed and elevations gathered at approximate 50 feet intervals. A base map will be created in current software parameters and provided to the Engineering Department as well as a Certified Map of Specific Purpose Survey adhering to the Standards of Practice for Surveying, (Chapter 5J 17) of the Florida Administrative Code, for submittal to entities of interest.

2. **Lift Station Easement:**

   Provide sketch and description for the review lift station easement. The sketch and description will be suitable for inclusion as Exhibit A in easement documents prepared by others.

3. **Electrical Consulting Services**

   Hire an electrical engineering subconsultant for the electrical design of the duplex submersible lift station. The electrical consultant will coordinate with electric utility to acquire a permit for the lift station power requirements.

4. **Engineering Permitting Services**

   Perform, provide, and submit all required FDEP domestic wastewater, the FDOT permit applications, Hardee County Road and Bridge Permits, including supporting documents and all responses for RFI's for final issuance of permits for the improvements. This includes the required list station calculations.

5. **Geotechnical Services**

Perform limited soil borings within the proposed lift station site and pipeline routing areas to provide a reference of typical soil types which are prevalent and may be encountered as a supplemental aid to the Contractor. The soil (s) indicated on the geotechnical report are an indicator of what may be encountered within the vicinity of said borings and is not a representation of the overall site.

6. **Design of Construction Plans, Specifications & Bid Package**

Develop and provide a set of permitted plans with the improvements to be constructed as outlined herein and as described in these documents. The scope of work includes 3,104 feet of gravity sewer.

Sanitary sewers are proposed to be installed on Bostick and Barkdoll Roads. Sewer laterals will be installed for all the homes and proposed potential development along the described route, extending to the edge of right-of-way cleanout onto the private property and to the connection at the occupied structure in consideration of cost-effective sufficient cover and depth.

The duplex submersible lift station wet well depth will be designed for future connection of proposed developments at Bostick and Barkdoll Roads.

Prepare a cost estimate of construction based on final design. Prepare contract documents (bid schedule, plans and technical specifications) to be used during the bidding process for the proposed improvements.

This itemized, chronological description provides a clear roadmap for the professional engineering services for Wauchula Hills Phase 9.0 Sanitary Sewer Improvements, ensuring critical stages are addressed systematically from inception to completion.

AGENDA ITEM NO. 7.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Hardee County EDA grant application for Parks WiFi, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - EDA WIFI Shortfall.pdf
2025 EDA Application - WIFI Shortfall.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: EDA Countywide Parks Wi-Fi Infrastructure

Date: June 5, 2025

Staff submitted an Economic Development Authority application for the Countywide Parks Wi-Fi Infrastructure in the amount of $30,000.00. The proposed project is a continuation of the previously awarded EDA Countywide Parks Wi-Fi Infrastructure project in the amount of $125,000.00.

Staff recommends ratification.

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after COB on May 30, 2025, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application and nine copies must be filed with:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430
Fax 863-773-0958

FOR ADMINSTRATIVE USE ONLY:
Date and time application received:_____Initials_____
Date application deemed complete:_____Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 West Orange Streer, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-6349
Fax Number: 563-773-5801
FEID Number: 59-6000632

b) Contact Person: Bobby Keene
Title:
Mailing Address: 412 West Orange Street, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-3465
Fax Number: 863-773-5801
Email Address: bobby.keene@hardeecountyfl.gov

c) Name of the Proposed Project: Countywide Parks Wi-Fi Infrastructure

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab **01**

b) Total estimated cost of the project: $30,000

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab **02**

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab N/A

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab **03**

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: N/A
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New
☐ Existing
☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a) Name of Program: Countywide Parks Wi-Fi Infrastructure
Name of Agency: Hardee County Economic Development Authority
Mailing Address: 412 West Orange Street, Room 103 Wauchula, FL 33873

Phone Number: 863-773-9430
Fax Number: 863-773-0958

b) Contact Person: Terry Atchley
Title: County Manager
Mailing Address: 412 West Orange Street, Room 103 Wauchula, FL 33873

Phone Number: 863-773-9430
Fax Number: 863-773-0958
Email Address: bcc@hardeecountyfl.gov

c) Please provide a copy of your budget for this application.
Related documentation attached. See Tab N/A

d) Status of the application: Received grant award agreement.

e) If your application has been approved, please provide a copy of the approval or commitment letter.
Related documentation attached. See Tab **04**

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.
Related documentation attached. See Tab N/A

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab **05**

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab N/A

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab **06**

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab **07**

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project, e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab **08**

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab N/A

g) Please provide projected operating budget for a minimum of three years. See Tab N/A

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.

Related documentation attached. See Tab **09**

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

Cindy Granados
(Signature)

Cindy Granados- Grants Specialist
(Print or Type Name & Title)

Hardee County BOCC
(Company)

863-773-6349
(Phone Number)

(Fax Number)

05/27/2025
(Date)

cindy.granados@hardeecountyfl.gov
(E-mail Address)

Bobby Keene
(Contact Person, if different)

bobby.keene@hardeecountyfl.gov
(E-mail Address if different)

(Address if different)

863-558-4781
(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley
(Signature of Authorized Officer)

Terry Atchley
(Print or Type Name of Authorized Officer)

County Manager
(Print or Type Title of Authorized Officer)

Hardee County BOCC
(Company)

863-773-9430
(Phone Number)

(Fax Number)

5-27-2025
(Date)

terry.atchley@hardeecountyfl.gov
(E-mail Address

TAB 01 - PROJECT INFROMATION DESCRIPTION

Hardee County Board of County Commissioners proposes to create and expand on Countywide Parks Wi-Fi Infrastructure. Expanding Wi-Fi coverage to county owned parks will promote economic development and build a resilient community. Hardee County is seeking grant funding to complete a Countywide Parks Wi-Fi Infrastructure expansion that will correspond with the Strategic Plan adopted on December 7, 2023.

Countywide Parks Wi-Fi Infrastructure is a comprehensive strategic plan designed to ensure the sustainable, efficient, and reliable provision of county communication services within county owned parks of the region. The plan begins with an initial assessment of existing infrastructure, followed by a detailed infrastructure analysis and identification of necessary upgrades and new infrastructure, with cost estimates and funding strategies developed accordingly.

Upon approval from relevant authorities, the plan moves into the implementation phase where project management oversees construction activities, ensuring adherence to design specifications and timelines. New systems are integrated, staff are trained, and maintenance plans are established to ensure long-term functionality. Continuous monitoring and periodic evaluations assess system performance, informing necessary updates to future services within the parks. This structured approach ensures that communication services meet current and future needs while adhering to regulatory standards and promoting sustainability.

The estimated financial burden for this project totals $155,000. Hardee County previously received $125,000 for this project, but an additional $30,000 is required to complete this project. Funds will be managed in accordance with good cash management principles. The services required for this project are among those provided by local vendors and internet service providers that the county will partner with for implementation.

Tab 02 - Syberstone Project Plan:
Hardee Lake and Pioneer Park Wi-Fi Installation

Duration: 4-6 Weeks
Project Scope: Install Wi-Fi coverage using 28 poles,
with 2 serving as Main Hubs equipped with Ubiquiti hardware.

Initialization – Subcontractors (Pre-Project)

Objective: Align subcontractors, ensuring clarity of responsibilities and timelines.

1. **Engagement of Subcontractors**:
    - Finalize contracts and agreements with Kinbro (pole installation) and a licensed electrician; Moon Electric (power connections).
    - Conduct kickoff meetings to align expectations and confirm project milestones.
2. **Documentation**:
    - Submit permits for pole installation, if required.
    - Communicate project scope, pole placement maps, and technical requirements to all subcontractors.

Deliverables:

- Finalized contracts and agreements.
- Approved permits (if applicable).

Phase 1: Procurement & Survey (Week 1)

Objective: Procure all necessary hardware and conduct surveys to ensure safe and efficient installation.

1. **Procurement of Hardware**:
    - Place orders for the following:
        - **Ubiquiti Wave Micro Radios** for Main Hubs.
        - **Access Points** for all nodes.
        - Outdoor network racks, PoE switches, Ethernet cables, utility boxes, and associated accessories.
        - 28 poles, including materials for secure installation.
        - 2 Starlink Business
    - Confirm delivery timelines to avoid delays in subsequent phases.

Continued

2. **Surveys**:
    - **Pole Placement Survey**:
        - Finalize the placement of 28 poles, ensuring the 2 Main Hubs are strategically located for maximum coverage.
        - Use GPS mapping and on-site evaluations to determine optimal pole locations.
    - **811 Utility Survey**:
        - Coordinate with 811 services to mark underground utilities to ensure safe digging zones for pole installation.

Deliverables:

- Pole placement map and survey reports.
- Confirmation of hardware orders and delivery schedule.

Phase 2: Pole Installation & Utility Box Setup (Week 2)

Objective: Install all 28 poles and secure utility boxes in preparation for power and hardware installation.

1. **Kinbro Role**:
    - Install all 28 poles at designated locations, including 2 Main Hubs.
    - Ensure poles are properly secured, level, and meet structural safety standards.
2. **Syberstone Role**:
    - Install utility boxes on each pole to house PoE switches and supporting components.
    - Prepare Main Hub enclosures to accommodate advanced hardware (Ubiquiti Wave Radios and network racks).
3. **Inspection**:
    - Conduct a preliminary inspection of the installed poles and utility boxes to ensure readiness for the next phase.

Deliverables:

- 28 poles installed and inspected.
- Utility boxes securely mounted on each pole.

Tab 02 - Syberstone Project Plan:
Hardee Lake and Pioneer Park Wi-Fi Installation

Phase 3: Utility and Power Connections (Week 3)

Objective: Establish reliable power connections to each utility box.

1. **Electrician's Role**:
    - Run power lines to all utility boxes on the 28 poles.
    - Ensure that each utility box is properly powered and that electrical connections are up to code.
    - Test each connection to verify power availability.
2. **Syberstone Role**:
    - Coordinate with the electrician to ensure power setup aligns with networking hardware requirements.
    - Inspect utility boxes post-installation to ensure readiness for hardware integration.

Deliverables:

- Functional power connections to all utility boxes.
- Power testing reports.

Phase 4: Network Hardware Installation (Week 4)

Objective: Install and configure networking hardware for full system functionality.

1. **Hardware Installation**:
    - Run Ethernet cables from the utility boxes to the Ubiquiti access points and Wave Radios.
    - Install Ubiquiti Wave Radios, access points, and supporting equipment at all 28 poles.
    - Configure Main Hubs to act as primary points of connectivity, linking all nodes in the network.
2. **Configuration**:
    - Configure Ubiquiti hardware to ensure seamless communication between the Main Hubs and the nodes.
    - Establish initial network settings, including security protocols and SSID setup.
3. **Testing**:
    - Conduct preliminary tests to verify hardware functionality and coverage at all poles.

Deliverables:

- Fully installed network hardware.
- Preliminary testing results, including coverage maps.

Phase 5: Final Testing and Handover (Week 5)

Objective: Conduct final tests, optimize the network, and hand over the system to the client.

1. **Comprehensive Testing**:
    - Test the Wi-Fi coverage and connectivity across the entire park.
    - Address any issues with coverage gaps or hardware malfunctions.
2. **Optimization**:
    - Fine-tune hardware settings to ensure optimal performance and reliability.
    - Implement advanced security measures to protect the network.
3. **Handover**:
    - Provide training to park staff on network management and basic troubleshooting.
    - Deliver documentation, including hardware configurations, network diagrams, and maintenance guides.

Deliverables:

- Fully operational Wi-Fi network with documented configurations.
- Staff training session completed.

Timeline Overview

1. **Initialization**: Finalize subcontractor agreements and responsibilities (Pre-Project).
2. **Phase 1**: Hardware procurement and surveys (Week 1).
3. **Phase 2**: Pole installation and utility box setup (Week 2).
4. **Phase 3**: Power connections established (Week 3).
5. **Phase 4**: Network hardware installed and configured (Week 4).
6. **Phase 5**: Final testing and handover completed (Week 5).

Tab 02 - Syberstone Project Plan:
Hardee Lake and Pioneer Park Wi-Fi Installation

Key Milestones

1. Hardware procured and delivered.
2. 28 poles installed and utility boxes secured.
3. Power connections completed.
4. Network hardware installed and tested.
5. Final system handover and documentation.

TAB 03 - INFRASTRUCTURE OWNERSHIP

Hardee County Board of County Commissioners will maintain ownership of the Countywide Parks Wi-Fi Infrastructure and rely upon it for future infrastructure endeavors. Any additional infrastructure will be owned by Hardee County. Infrastructure operations and maintenance will be the responsibility of the Hardee County Information Technologies Department in coordination with Syberstone LLC and Spectrum Wireless.

24-2302(-85)

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

GRANT AWARD AGREEMENT

HARDEE CLERK TO BOARD
SEP 4 '24 AM11:11

THIS AGREEMENT made and entered into this 29th day of August, 2024, by and between the Hardee County Economic Development Authority, hereinafter referred to as "EDA," and Hardee County Board of County Commissioners, hereinafter referred to as the "COUNTY," located at 412 W Orange St, Suite 103, Wauchula, Florida 33873.

The EDA, pursuant to Chapter 2004-394, Laws of Florida, as amended by Chapter 2020-200, Laws of Florida, is authorized to establish the Infrastructure Grant Program to provide grants to qualified for-profit and not-for-profit entities to fund projects that provide economic development opportunities, job creation and infrastructure within the geographic boundaries of Hardee County.

The EDA has determined that the proposed County infrastructure project, Countywide Parks Wi-Fi Infrastructure, has met all the requirements necessary for participation in the EDA Grant Program in accordance with the submitted grant application incorporated herein and attached as Exhibit "A" and the EDA Infrastructure Grant Program Guidelines attached hereto and incorporated herein as Exhibit "B;" and

The EDA desires to distribute funds to the County for the Countywide Parks Wi-Fi Infrastructure that provide economic development, job creation opportunities and infrastructure within the geographic boundaries of Hardee County the sum of $125,000.00 as provided for in Exhibit "A;" and

The Countywide Parks Wi-Fi Infrastructure, EDA Infrastructure Project Grant Application (Exhibit "A"), EDA Infrastructure Grant Program Guidelines (Exhibit "B") and, is

hereby incorporated into this agreement and the representations made at the duly noticed meeting of the EDA is hereby incorporated into this Agreement as if full set forth herein.

In consideration for the mutual undertakings and agreements hereinafter set forth, EDA and the County agree as follows:

1.0 PARTIES: The parties and their respective addresses for purposes of this Agreement are as follows:

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY
C/O COUNTY MANAGER'S OFFICE
412 W. ORANGE ST., ROOM 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

HARDEE COUNTY BOCC
412 W ORANGE ST, SUITE 103
WAUCHULA, FL 33873
P: 863-773-9430; E: BCC@HARDEECOUNTY.NET

2.0 ADMINISTRATOR: The EDA Agreement administrator is Terry Atchley, County Manager. The County Agreement administrator is Bobby Keene, Capital Projects Manager. All approvals referenced in this agreement must be obtained from the agreement administrators or their designees. Any notice, demand, request, or other communication shall be effective only if in writing and when it is received by the Agreement Administrator at the address provided for herein.

In the event that a different Agreement Administrator is designated by either Party after execution of this contract, notice of the name, address and telephone number of the new Agreement Administrator shall be delivered in writing to the other Party and said notification shall be attached to this Agreement.

3.0 TERM OF AGREEMENT: The term of this Agreement shall commence on October 1, 2024 and continue until completion of the Project and payment of all outstanding amounts as provided for in the attached.

4.0 COUNTY DESCRIPTION:

(a) The County is an operating unit of Hardee County Board of County Commissioners, FEIN 59-6000632.

5.0 PROJECT DESCRIPTION: Countywide Parks Wi-Fi Infrastructure

6.0 NOTICES: All notices pertaining to this Agreement are in effect upon receipt by EDA, shall be in writing, and shall be transmitted either by personal hand delivery, United States Post Office, return receipt requested; or overnight express mail delivery. The addresses set forth above for the respective parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

7.0 OBLIGATIONS OF THE COUNTY: The County agrees to:

(a) administer funds in accordance with the Approved Plan and project description, a copy of which is attached hereto and incorporated herein as Exhibit "A".

(b) provide a budget and detailed reports to the EDA regarding the project. Reports must be completed to the satisfaction of the EDA.

(c) upon request by the EDA, and within a reasonable time, allow the EDA to inspect supporting documentation of reported outcomes and expenses inclusive of receipts, canceled checks, basis for disbursements and invoices.

(d) retain records for at least five (5) years following the end of this Agreement or deliver such records to the EDA for retention. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, 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 five (5) year period, whichever is later.

(e) upon request by the EDA, and within a reasonable time, allow the EDA to inspect, review and audit all records received or created pursuant to this Agreement.

(f) submit quarterly project status reports and quarterly reimbursement requests as attached hereto and incorporated herein as Exhibit "C".

8.0 OBLIGATIONS OF THE EDA:

(a) provide a format for all required reports and assist the County in completing reports satisfactory to the EDA.

(b) provide or assist in obtaining technical assistance as needed to distribute the Designated Funds in accordance with the Approved Plan.

(c) following any site visit or review, provide a written report with comments and recommendations regarding the manner in which services are being provided.

(d) provide oversight for the efficient and effective distribution of the Designated Funds.

9.0 TERMINATION OF THIS AGREEMENT:

(a) The Agreement may be terminated by EDA upon failure of the County to comply with any material term or condition of this Agreement or a decision by the County either not to proceed with the project defined in Section 5.0 or to proceed with that project in an alternate location without prior approval of the EDA.

(b) The Agreement may be terminated by the County with thirty (30) days prior notice, all funds shall be refunded to the EDA within forty-five (45) days of the date of notice of termination to the EDA. The EDA shall have the option, in its sole discretion, to waive the requirement to refund the grants funds so long as the purchased equipment or facilities shall continue to be used for purposes provided for herein.

10.0 PENALTY: Fraudulent procurement or receipt of funds under this program renders the County liable for repayment.

11.0 LEGAL REQUIREMENTS:

(a) This agreement is executed and entered in Hardee County and will be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Hardee County, Florida.

12.0 NON-DISCRIMINATION: The County will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, religious belief, disability, national origin, or sex. The County shall insert a similar provision in all subcontracts for services by this Agreement.

13.0. RESTRICTION AGAINST ASSIGNMENT: No part of this Agreement shall be assigned, subcontracted, or delegated by either Party to a third party without the prior written consent of the other Party.

14.0 ENFORCEABILITY: If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term of provision will be deemed stricken.

15.0 WAIVER: The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

16.0 COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes.

17.0 MODIFICATION: This writing contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are

expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and signed by an authorized officer of the County and the authorized agent of EDA.

18.0 INDEMNIFICATION: The County shall indemnify and hold harmless the EDA, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from County's acts, errors, or omissions arising out of the performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the County and third parties made pursuant to this Agreement. County shall reimburse the EDA for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from County performance or non-performance of this Agreement. The provisions of this Section shall survive termination of this Agreement.

19.0 COMPLIANCE WITH LAWS

(a) The County shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders or public authorities in carrying out this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies.

(b) The County shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the work and the conduct of all persons engaged in or the materials or methods used on the work. The County shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work under this Agreement. At all times during this Agreement, the

County shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the work.

20.0 ENTIRE AGREEMENT: This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement superseded all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by the parties.

21.0 DUPLICATE ORIGINALS: This Agreement is executed in duplicate originals.

HARDEE COUNTY
ECONOMIC DEVELOPMENT AUTHORITY

2-14-25
AUTHORIZED SIGNATURE Date

TITLE: Chair

WITNESSES:

HARDEE COUNTY BOCC

9.3.24
AUTHORIZED SIGNATURE Date

TITLE: County Manager

WITNESSES:

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners
Board Approved: 06/20/2024
Date Signed: 02/14/2025

TAB 05 - ORGANIZATION CAPACITY

Capital Projects Manager, Bobby Keene has been employed by Hardee County almost 15 years. His work involves management and oversight of professional engineering work in the field of civil / environmental engineering and extensive coordination of project activities with staff, users, consultants, regulatory agencies and contractors. He has performed routine and advanced work in the management and operations of the County Infrastructure with Information Technologies and water / wastewater service area treatment plants, collection, distribution and transmission lines and associated construction, operation and maintenance. He ensured systems function continuously, efficiently and in compliance with safety and environmental regulatory standards concerning potable water treatment and distribution and wastewater treatment, reuse and disposal processes.

Additionally, Hardee County Grants Management Department staff have a combined experience of over 33 years administering State, Federal, and local grants. The Hardee County Grants Management Department have successfully administered more than $66 million in grants.

TAB 06 - FINANCIAL PLAN

This reimbursement grant would be tracked in accordance with good cash management principles. The costs incurred shall include only expenditures related to the project and grant period as identified in the Grant Agreement. Requests for Reimbursement for allowable cost will include invoice, non-negotiable check and cleared check as backup.

All documents that support the reimbursement will be retained by Hardee County for 5-years following project completion.

TAB 07 - PUBLIC USE

Countywide Parks Wi-Fi Infrastructure will assist Hardee County Board of County Commissioners in expansion of the communications infrastructure to ensure proper flow of data and other information technologies within the county areas of operation. It will correspond with the Strategic Plan adopted December 7, 2023. Expansion of existing Communications infrastructure that will promote economic development and build a resilient community.

TAB 08 – WI-FI INTERNET FOR THE PARKS

SCOPE OF WORK

1. Inception and Preliminary Planning

    A. Initial Assessment:
    - Conduct a comprehensive review of existing infrastructure.
    - Inventory current assets including pipes, conduit, electrical supply and structure requirements.
    - Evaluate the condition and capacity of existing systems.
    - Ensure understanding of local, state and federal regulations affecting communications and Wi-Fi services.
    - Assess the potential regulatory impacts on proposed projects.

2. Infrastructure Analysis:

    A. Analize and Identify implementation and necessary upgrades.
    - Establish required hardware.
    - Identify locations.
    - Identify bandwidth requirements.
    - Establish electric components.
    - Identify appropriate support structures/facilities.

3. Implementation Phase

    A. Project Management/Construction
    - Ensure adherence to design specifications.
    - Follow timelines.
    - Install appropriate hardware/electrical/structural facilities
    - Integrate into current IT systems.
    - Train staff.
    - Maintain plans.

4. Infrastructure Sustainability and Maintenance

    A. Continuous Monitoring and evaluation
    - Assess system performance periodically.
    - Inform of necessary updates
    - Future service requirements

This itemized, chronological description provides a clear roadmap for the development and implementation of a comprehensive Countywide Parks Wi-Fi Infrastructure, ensuring critical stages are addressed systematically from inception to completion.

TAB 09 - CONFLICT OF INTEREST

To the best of my knowledge and belief, the enclosed application does not benefit any elected official, officer, director, or agent who is also an employee of Hardee County or the Hardee County Economic Development Authority. The proposed project is a community-wide benefit.

AGENDA ITEM NO. 7.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Hardee County EDA grant application for Gateway Signs, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - EDA Gateway Signs.pdf
2025 EDA Application - Hardee County Gateway Signs.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: EDA Hardee County Gateway Signs

Date: June 5, 2025

Staff submitted an Economic Development Authority application in the amount of $80,000 to help fund Gateway Signs in Hardee County. The proposed project will implement six new gateway signs at key entry points, that will enhance the business environment, increase tourism, strengthen our community, signal progress, and directly aligns with economic development goals in Hardee County.

Staff recommends ratification.

HARDEE COUNTY EDA
INFRASTRUCTURE GRANT APPLICATION

IMPORTANT NOTE:
This application must be filed ***prior*** to making the decision to locate a new business unit in Hardee County or to expand an existing Florida business unit.

APPLICATION PROCESS:

1. Please review the attached guidelines before preparing the application.
2. After thoroughly reviewing the guidelines and the application, you may wish to call the County Manager's Office listed below to discuss your project and application before submitting a formal proposal.
3. Any information and documentation that cannot be supplied in the space provided on the application form should be attached to the application and referenced to the relevant question.
4. Copies of maps or other descriptive materials that you believe will assist in evaluating your application may be submitted with your proposal. If you do include such material, please itemize all such documents in your cover letter.
5. Any application received after COB on May 30, 2025, will not be accepted and will be returned to the applicant.
6. Only hard copy applications will be accepted, no faxed or e-mailed applications will be accepted or considered.
7. The completed and signed original application and nine copies must be filed with:

County Manager's Office
412 W. Orange St., Room 103
Wauchula, FL 33873
Voice 863-773-9430
Fax 863-773-0958

FOR ADMINSTRATIVE USE ONLY:
Date and time application received:_____Initials_____
Date application deemed complete:_____Initials _____

Please note: The following information may not provide enough space for required answers. Please attach a separate page with tabs that refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

I. APPLICANT INFORMATION

a) Name of Applicant: Hardee County Board of County Commissioners
Mailing Address: 412 West Orange Streer, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-6349
Fax Number: 563-773-5801
FEID Number: 59-6000632

b) Contact Person: Bobby Keene
Title:
Mailing Address: 412 West Orange Street, Room 201
Wauchula, Florida 33873

Phone Number: 863-773-3465
Fax Number: 863-773-5801
Email Address: bobby.keene@hardeecountyfl.gov

c) Name of the Proposed Project: Hardee County Gateway Signs

II. PROJECT INFORMATION

a) Complete description of the project.
Related documentation attached. See Tab **01**

b) Total estimated cost of the project: $80,000

c) Itemize and present in chronological order, if appropriate, the stages of the project from inception to completion (e.g. feasibility studies, design and engineering, land acquisition, construction, etc.). Please provide all relevant cost information for each stage of the project and indicate the source of financing for that stage.
Related documentation attached. See Tab N/A

d) Please describe the nature of the business activities which will be conducted at the site of, or which relate to the proposed project.
Related documentation attached. See Tab **02**

e) Please indicate who will own the infrastructure when completed, and who will provide maintenance for it and other infrastructure related to this project.
Related documentation attached. See Tab **03**

III. ENTITY PROVIDING JOBS FOR SPECIFIC EMPLOYMENT OPPORTUNITY

a) Name of Entity: N/A
Physical Address: _____
_____

Phone Number: _____
Fax Number: _____

b) Contact Person: _____
Title: _____
Mailing Address: _____
_____

Phone Number: _____
Fax Number: _____
Email Address: _____

c) Principal Business Activity: _____
SIC and/or NAICS Code: _____

Type of Facility: ☐ New
☐ Existing
☐ Expansion

d) Full-time Permanent Employment Generated/Retained:
New _____ Retained _____

e) Average hourly wage of the jobs to be generated/retained: _____

f) New Capital Investment Generated: _____

g) Briefly describe the Facility (New or Existing) or the Expansion: _____
_____
_____
_____
_____

h) Is the business unit minority owned? ☐ Yes ☐ No
If yes, please explain: _____
_____

i) Is the business unit planning multiple locations in the State of Florida?
☐ Yes ☐ No
If yes, please explain: _____
_____

j) Please include a letter from an officer of the entity providing the jobs for the specific employment opportunities. This letter should include the number of targeted full-time permanent positions generate/retained, the average hourly wage of the positions generate/retained, and the expected amount of capital investment. The letter should also mention the importance of the infrastructure required to its ability to provide the specific employment opportunities.

Related documentation attached. See Tab _____

IV. OTHER FINANCIAL ASSISTANCE REQUIRED TO COMPLETE THE PROJECT: LOCAL STATE OR FEDERAL INFRASTRUCTURE FUNDING PROGRAM(S) FOR WHICH YOU HAVE APPLIED FOR FINANCIAL ASSITANCE FOR THIS PROJECT

a)
Name of Program: Hardee County Gateway Signs
Name of Agency: Tourist Development Council
Mailing Address: 412 West Orange Street Wauchula, FL 33873

Phone Number: 863-773-9430
Fax Number:

b)
Contact Person: Lacey Webb
Title: Parks, Recreation & Marketing Manager
Mailing Address: 412 West Orange Street Wauchula, FL 33873

Phone Number: 863-473-4954
Fax Number:
Email Address: lacey.webb@hardeecountyfl.gov

c) Please provide a copy of your budget for this application.
Related documentation attached. See Tab N/A

d) Status of the application: Awarded.

e) If your application has been approved, please provide a copy of the approval or commitment letter.
Related documentation attached. See Tab **04**

NOTE: Please provide the same information as in a), b), c), and d) above for each additional program to which you have applied. You may make extra copies of these pages for that purpose.
Related documentation attached. See Tab N/A

a) Name of Program: Hardee County Gateway Signs
Name of Agency: Industrial Development Authority
Mailing Address: 107 East Main Street Wauchula, FL 33873

Phone Number: 863-773-3030
Fax Number:

b) Contact Person: Denise Grimsley
Title: CEO
Mailing Address: 107 East Main Street Wauchula, FL 33873

Phone Number: 863-773-3030
Fax Number:
Email Address: denise.grimsley@thedevelopmentgroup.net

c) Please provide a copy of your budget for this application.

Related documentation attached. See Tab N/A

d) Status of the application: Applied, waiting for approval. See Tab **05**

e) If your application has been approved, please provide a copy of the approval or commitment letter.

Related documentation attached. See Tab N/A

V. PROJECT LOCATION AND APPLICANT INFORMATION

(Note: If the applicant is a unit of county government, the information requested should be provided for the county area as a whole. If the applicant is a municipality, the information should, to the greatest extent possible, be provided for applying municipality's area. If the information is unavailable for a municipality, relevant county information should be used and labeled as such. Please use the most recent data available and **provide both source and date of the information**.)

a) Is the project located in a Community Redevelopment Area?
☒Yes ☐ No

b) Is the project located in an Enterprise Zone?
☒Yes ☐ No

c) Is the County or any other entity providing matching funds for this project?
☐ Yes ☒No

If yes, Related documentation attached. See Tab _____

VI. OTHER REQUIREMENTS

The following information, together with other information provided in this application and other sources, will be used to evaluate this project.

a) Please include whatever information you think will be helpful to establish your organization's capacity to complete the project **AND** meet the administrative requirements of the grant.
Related documentation attached. See Tab **06**

b) Please include whatever information you think will be helpful in the evaluation of the anticipated impact of the proposed project including a copy of any overall strategic or specific project/development plans and/or executive summary for the project.
Related documentation attached. See Tab **07**

c) This is a ***reimbursement*** grant. Please provide the financing plan for this project indicating which funds will be reimbursed by these grant dollars should the application be funded.
Related documentation attached. See Tab **08**

d) Please provide evidence of the public use or other public good resulting from this project.
Related documentation attached. See Tab **09**

e) Please describe, in sufficient detail to evaluate the feasibility of the project, the anticipated schedule for the applicant's decision to proceed with the project; e.g., acquisition of property; obtaining permits and similar approvals, ground-breaking and other major phases of construction and initiation or operation; or other appropriate benchmarks for the project.
Related documentation attached. See Tab **10**

f) Include a list of all major permits, comprehensive plan amendments, zoning changes, and similar approvals required and the associated time frames for each.
Related documentation attached. See Tab N/A

g) Please provide projected operating budget for a minimum of three years. See Tab N/A

VII. CONFLICT OF INTEREST

All applicants must disclose with their application the name of any elected official, officer, director, or agent who is also an employee of Hardee County, or Hardee County Economic Development Authority. Further, all applicants must disclose the name of any Hardee County or Hardee County Economic Development Authority staff or board member who owns, directly or indirectly, an interest of five percent or more in the company creating the employment opportunities that benefits from the proposed project or the name of any Hardee County or Hardee County Development Authority.
Related documentation attached. See Tab **11**

THE HARDEE COUNTY ECONOMIC DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO REVIEW ALL DATA SUBMITTED AND TO REQUEST ADDITIONAL INFORMATION AND TO MAKE INDEPENDENT INQUIRIES TO VERIFY THE INFORMATION IF NECESSARY AND APPROPRIATE.

Application completed by:

Cindy Granados
(Signature)

Cindy Granados- Grants Specialist
(Print or Type Name & Title)

Hardee County BOCC
(Company)

863-773-6349
(Phone Number)

(Fax Number)

05/27/2025
(Date)

cindy.granados@hardeecountyfl.gov
(E-mail Address)

Bobby Keene
(Contact Person, if different)

bobby.keene@hardeecountyfl.gov
(E-mail Address if different)

(Address if different)

863-558-4781
(Phone if different)

To the best of my knowledge, the information included in this application is accurate.

Terry Atchley
(Signature of Authorized Officer)

Terry Atchley
(Print or Type Name of Authorized Officer)

County Manager
(Print or Type Title of Authorized Officer)

Hardee County BOCC
(Company)

863-773-9430
(Phone Number)

(Fax Number)

5-27-2025
(Date)

terry.atchley@hardeecountyfl.gov
(E-mail Address

TAB 01 – Project Description

Hardee County is seeking grant funding to support the design and installation of new gateway and wayfinding signage at key entrances and strategic points throughout the county. This project is intended to establish a consistent and visually appealing identity that reflects the character and values of our rural community. By creating a more welcoming and navigable environment, the signage will promote local tourism, support small businesses, enhance economic development efforts, and foster a greater sense of community pride.

The need for this initiative arises from the current lack of cohesive and recognizable signage that welcomes visitors and helps them navigate the area. Without well-defined entry points or directional signs, Hardee County is missing a critical opportunity to make a strong first impression and highlight the unique assets that set it apart. As surrounding communities invest in place-based branding and infrastructure improvements, it is essential that Hardee County keep pace in order to remain competitive and attractive to residents, visitors, and investors alike.

The implementation of professionally designed gateway and wayfinding signs will provide multiple long-term benefits. From an economic development standpoint, the signage will increase the visibility of local businesses, direct visitors to commercial areas, and present a polished, unified image that helps attract new investment. For tourism, improved wayfinding will guide travelers to key destinations such as Pioneer Park, the Peace River, and historic downtown districts, encouraging longer stays and repeat visits by enhancing the overall visitor experience.

Equally important, this project will strengthen Hardee County's sense of identity and pride of place. The signage will create a more memorable sense of arrival for both residents and visitors, reinforcing community values and showcasing the county's heritage, charm, and character. By reflecting local aesthetics and culture, the signage will contribute to a more vibrant and cohesive environment that residents can take pride in.

In addition to these benefits, the project will improve public safety and accessibility by offering clear and intuitive navigation across the county. Whether for tourists, delivery services, or new residents, better signage will make it easier to explore and engage with all that Hardee County has to offer.

In summary, this project is a vital step toward enhancing the county's infrastructure and visibility. By investing in high-quality gateway and wayfinding signage, Hardee County will strengthen its economic foundation, elevate its public image, and ensure that all who pass through our borders are met with a welcoming and unmistakable sense of place.

TAB 02 - Business Activities Related to the Proposed Gateway Signage Project

While the gateway signage itself is not a commercial development, the project is directly connected to and supportive of a wide range of business activities throughout Hardee County. The signs will be strategically placed at key entry corridors and along major thoroughfares leading into population centers, commercial zones, and tourism destinations. These signs will enhance visibility and accessibility for the local business community and are expected to contribute to increased economic activity countywide.

The signage project supports several ongoing and future business-related efforts:

1. **Local Business Visibility and Engagement:**
   Businesses located near the gateway sign sites—including retail shops, restaurants, fuel stations, agribusiness vendors, and service providers—will benefit from increased awareness and improved wayfinding for both residents and out-of-county visitors. The signs will encourage travelers to stop and explore local offerings, thereby generating more foot traffic and boosting customer engagement.
2. **Tourism and Hospitality:**
   Many of Hardee County's economic activities are tied to tourism, including outdoor recreation along the Peace River, events at Pioneer Park, local museums, and annual festivals. Gateway signs will serve as the visual introduction to these destinations, helping direct tourists and eventgoers into nearby business districts where they can dine, shop, and stay. Lodging, dining, and recreational outfitters will all experience increased activity as a result.
3. **Economic Development and Investment Promotion:**
   Clear, well-designed signage is a signal of a forward-thinking and well-maintained community. This visual branding can influence site selectors, potential investors, and entrepreneurs who are considering new business ventures in the region. Gateway signs will support efforts by local economic development organizations to attract and retain businesses by reinforcing Hardee County's identity as a vibrant and connected place to live and work.
4. **Construction, Fabrication, and Installation Services:**
   The physical construction and installation of the gateway signs will provide short-term employment opportunities and contract work for local or regional businesses in sectors such as design, fabrication, construction, landscaping, and maintenance. These contracts can benefit small businesses and tradespeople in and around Hardee County.
5. **Marketing and Place Branding Initiatives:**
   The signage project complements existing and future county marketing campaigns by visually reinforcing brand messages. Businesses participating in co-op advertising, tourism promotions, or "buy local" initiatives will benefit from a more unified and recognizable county identity supported by these signs.

While the gateway signs themselves are not commercial enterprises, they are deeply connected to the local economy and business environment. They will enhance business visibility, attract customers, support tourism, encourage private investment, and generate work for local contractors. This project plays an important role in creating a business-friendly atmosphere that supports long-term economic growth in Hardee County.

TAB 03 - Infrastructure Ownership and Maintenance

The Hardee County Board of County Commissioners will retain full ownership of the gateway signs as well as any additional infrastructure funded through this project. All infrastructure operations, upkeep, and long-term maintenance will be the responsibility of the Hardee County Board of County Commissioners.

TAB 04 – Tourist Development Council Funding Approval

Gateway Sign Discussion on February 4, 2025:

Assistant County Manager Baber presented a proposal for six Gateway entry signs intended to enhance county visibility at key entry points. He introduced Bo Conerly of Kimley-Horn, who provided a slideshow detailing proposed sign designs, locations, pricing, electrical requirements, construction plans, and permitting considerations. The signs are modeled after those used by the City of Wauchula and would be installed perpendicular to the roadway with a one-sided design and limited landscaping included.

Board Discussion Highlights:

• Placement Concerns: Board Member Newman noted a proposed sign on Highway 17 was incorrectly positioned. Conerly explained the location was due to right-of-way limitations. Board Member Albritton suggested moving it south into county limits, which Conerly confirmed as a possibility.

• Design Details: Questions were raised about the signs' angle and visibility. Conerly confirmed they are one-sided, and the rear side would not be visible. Vice Chair Leakey suggested a "Thanks for visiting Hardee County" message on the back; Conerly stated this would require DOT approval.

• Legal Liability: Chair Chancey asked about liability in the event of a vehicle collision. County Attorney Johnston stated the county would not be liable, as the signs are set back from the road.

• Funding Proposal: Total estimated cost for six signs is $400,000. Baber proposed beginning with four signs and a $5,800 design fee contribution from the TDC. He suggested a cost-sharing model among the TDC, EDA, IDA, and BOCC, with each entity contributing $80,000 over two fiscal years ($30,000 in FY2025 and $50,000 in FY2026). The $5,800 fee could be applied toward TDC’s total share, giving them greater project control.

• Local Involvement: Vice Chair Leakey asked about local contractor involvement. Baber confirmed construction would go out to bid.

• Funding Concerns: Board Members Newman and Scheipsmeier felt the county should contribute more. A possibility was raised that the county could fund the final two signs if the other groups funded the first four.

• Private Funding: Commissioner Chancey inquired about private contributions. Baber advised that private donors might request advertising, which may not align with the county's vision.

Assistant County Manager Baber requested a motion from the TDC to approve the sign proposal and design, allowing the project to move forward for further coordination and funding.

Motion by Board Member Newman and second by Board Member Leakey to move forward with securing additional funding for four gateway signs. Motion carried 6 to 0. Ayes – Chancey, Leakey, Scheipsmeier, Cannon, Albritton, and Newman Absent – Ahir

Hardee County FLORIDA

COUNTY MANAGER'S OFFICE

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: Industrial Development Authority

FROM: Hardee County Board of County Commissioners

CC: Terry Atchley, County Manager

Douglas Baber, Assistant County Manager

DATE: May 15, 2025

SUBJECT: Funding Request for County-Wide Gateway Signage Project

---

The Hardee County Board of County Commissioners respectfully requests funding support in the amount of $80,000 from the Industrial Development Authority to implement a county-wide gateway signage project at six key entry points with an overall cost of approximately $400,000. This initiative represents a strategic and fiscally responsible investment designed to yield significant returns in economic development and the strengthening of our community's identity.

Currently, Hardee County lacks cohesive and impactful signage at its primary entry points to effectively welcome visitors and create a positive first impression. The implementation of this project will directly address this deficiency and provide tangible benefits in the following key areas:

- **Enhanced Business Environment through First Impressions:** Professionally designed gateway signage will establish a positive initial perception of Hardee County for businesses, potential partners, and prospective employees entering the region. This welcoming visual will contribute to a more attractive and business-friendly atmosphere.
- **Increased Tourism Appeal:** Distinctive and attractive gateway signs will enhance the county's appeal to tourists from the moment they arrive. A strong visual welcome signals that Hardee County is a destination that values its visitors, potentially encouraging exploration of local attractions and increased tourism-related spending.
- **Strengthened Community Identity and Pride:** Unified and aesthetically pleasing gateway signage will foster a stronger sense of community identity and pride among residents. These visual markers will reinforce a positive image of Hardee County for both those who live here and those who are passing through.

TEAM HARDEE

- **Signaling Progress and Investment:** The implementation of high-quality gateway signage demonstrates a commitment to progress and investment in the county's infrastructure and image. This can positively influence perceptions of Hardee County as a dynamic and forward-looking community for both residents and external stakeholders.
- **Alignment with Strategic Economic Development Goals:** Creating a positive first impression is a fundamental element of attracting businesses, residents, and tourists. This gateway signage project directly supports the County's broader economic development strategy by enhancing the overall visual appeal and welcoming nature of the region.
- **Long-Term Value and Durability:** Investing in durable, well-designed gateway signage ensures a lasting positive impact on the county's image for years to come. This represents a cost-effective strategy for continuous positive reinforcement of Hardee County's identity.

We firmly believe that this project aligns directly with the IDA's mission to promote sustainable economic growth and enhance the quality of life within Hardee County. We are confident that this investment in our key entry points will generate significant positive impacts on our community's image and economic potential. We appreciate your thorough consideration of this request and welcome the opportunity to discuss this impactful initiative further.

Respectfully submitted,

Lacey Webb, Marketing & Tourism Manager
412 W. Orange Street, Suite 103
Wauchula, FL 33873

TAB 06 - ORGANIZATION CAPACITY

Capital Projects Manager, Bobby Keene has been employed by Hardee County almost 15 years. His work involves management and oversight of professional engineering work in the field of civil / environmental engineering and extensive coordination of project activities with staff, users, consultants, regulatory agencies and contractors. He has performed routine and advanced work in the management and operations of the County Infrastructure with Information Technologies and water / wastewater service area treatment plants, collection, distribution and transmission lines and associated construction, operation and maintenance. He ensured systems function continuously, efficiently and in compliance with safety and environmental regulatory standards concerning potable water treatment and distribution and wastewater treatment, reuse and disposal processes.

Additionally, Hardee County Grants Management Department staff have a combined experience of over 33 years administering State, Federal, and local grants. The Hardee County Grants Management Department have successfully administered more than $66 million in grants.

TAB 07 - Project Plan and Executive Summary

The Hardee County Board of County Commissioners respectfully requests funding support in the amount of $80,000 from the Economic Development Authority to implement a county-wide gateway signage project at six key entry points with an overall cost of approximately $400,000. This initiative represents a strategic and fiscally responsible investment designed to yield significant returns in economic development and the strengthening of our community's identity.

Currently, Hardee County lacks cohesive and impactful signage at its primary entry points to effectively welcome visitors and create a positive first impression. The implementation of this project will directly address this deficiency and provide tangible benefits in the following key areas:

- **Enhanced Business Environment through First Impressions:** Professionally designed gateway signage will establish a positive initial perception of Hardee County for businesses, potential partners, and prospective employees entering the region. This welcoming visual will contribute to a more attractive and business-friendly atmosphere.
- **Increased Tourism Appeal:** Distinctive and attractive gateway signs will enhance the county's appeal to tourists from the moment they arrive. A strong visual welcome signals that Hardee County is a destination that values its visitors, potentially encouraging exploration of local attractions and increased tourism-related spending.
- **Strengthened Community Identity and Pride:** Unified and aesthetically pleasing gateway signage will foster a stronger sense of community identity and pride among residents. These visual markers will reinforce a positive image of Hardee County for both those who live here and those who are passing through.
- **Signaling Progress and Investment:** The implementation of high-quality gateway signage demonstrates a commitment to progress and investment in the county's infrastructure and image. This can positively influence perceptions of Hardee County as a dynamic and forward-looking community for both residents and external stakeholders.
- **Alignment with Strategic Economic Development Goals:** Creating a positive first impression is a fundamental element of attracting businesses, residents, and tourists. This gateway signage project directly supports the County's broader economic development strategy by enhancing the overall visual appeal and welcoming nature of the region.
- **Long-Term Value and Durability:** Investing in durable, well-designed gateway signage ensures a lasting positive impact on the county's image for years to come. This represents a cost-effective strategy for continuous positive reinforcement of Hardee County's identity.

We firmly believe that this project aligns directly with the EDA’s mission to promote sustainable economic growth and enhance the quality of life within Hardee County. We are confident that this investment in our key entry points will generate significant positive impacts on our community's image and economic potential. We appreciate your thorough consideration of this request and welcome the opportunity to discuss this impactful initiative further.

TAB 08 - FINANCIAL PLAN

This reimbursement grant would be tracked in accordance with good cash management principles. The costs incurred shall include only expenditures related to the project and grant period as identified in the Grant Agreement. Requests for Reimbursement for allowable cost will include invoice, non-negotiable check and cleared check as backup.

All documents that support the reimbursement will be retained by Hardee County for 5-years following project completion.

TAB 09 - Public Use and Public Benefit Statement

The installation of new gateway signage in Hardee County represents more than a visual improvement—it is a strategic investment in community identity, pride of place, and the public good. These signs will serve as powerful symbols that signal to residents and visitors alike: *You are in Hardee County.*

The primary public benefit of gateway signage is the clear and immediate sense of arrival it provides. As travelers cross into our county, they will be greeted by professionally designed, visually striking signs that reflect Hardee County's rural heritage, agricultural strength, and small-town charm. These visual cues do more than mark boundaries—they foster a shared identity and reinforce the uniqueness of our community. For residents, these signs offer a sense of belonging and pride. For visitors, they provide a memorable first impression that distinguishes Hardee County as a place worth exploring.

Pride of place is a powerful, intangible public asset. Research shows that when communities visibly invest in their image and identity, it strengthens civic engagement, encourages public stewardship, and boosts morale. For Hardee County, gateway signs will help anchor that sense of pride, reminding residents of the value and beauty of their home, and signaling to newcomers and passersby that this is a community that cares about how it presents itself to the world.

In addition to enhancing local identity, the signs have a clear functional purpose. They improve navigation and orientation for all who enter the county—visitors, delivery drivers, and new residents—making our communities more accessible and user-friendly. They also support tourism by acting as visual entry points to a county rich with natural attractions, outdoor recreation, historical assets, and local events. With clear county identification at key entry corridors, tourists are more likely to stop, explore, and engage with our communities.

Gateway signs also support economic development by creating a strong and unified county brand. A welcoming and recognizable entrance communicates stability, growth, and opportunity —key messages for attracting businesses, developers, and investors. These signs serve as a visible testament to Hardee County's commitment to progress while honoring its roots.

Ultimately, the public good of this project lies in its ability to connect people to place—emotionally, culturally, and economically. These signs will be seen and experienced every day by thousands of drivers, residents, and visitors. They will define the thresholds of our county and frame the narrative of who we are. By investing in gateway signage, Hardee County affirms its identity, boosts civic pride, and lays the foundation for greater public engagement, tourism, and economic vitality.

TAB 10 - Project Schedule and Feasibility

The Hardee County Gateway Sign Project is well-positioned for timely and efficient implementation. The project consists of the installation of six professionally designed monument-style gateway signs at strategic entry points into Hardee County, including US 17 (north and south), SR 64 (east and west), SR 66 (east), and SR 62 (west).

The County has completed conceptual design renderings, selected preferred design themes inspired by the historic Hardee County Courthouse, and identified clear zone-compliant sign placement locations along major transportation corridors. These preparations reflect significant pre-planning and reduce early-stage permitting obstacles.

With funding approval, this project will commence in budget year 2026. The anticipated project schedule is as follows:

Phase 1: Project Authorization and Procurement Upon grant award and allocation in the FY2026 County budget, the Hardee County Board of County Commissioners (BOCC) will authorize the project to proceed. Vendor procurement will begin immediately for final engineering, permitting, and survey work in accordance with County procurement policy.

Phase 2: Surveying, Geotechnical, and Engineering Design Topographic surveys, and geotechnical investigations at all six sign sites will be performed to inform structural design and foundation requirements. Concurrently, final engineering design will be completed using the already established aesthetic and dimensional sign concepts. This will include permitting coordination with FDOT and other applicable regulatory agencies.

Phase 3: Permitting and Approvals Design and permitting tasks—estimated at $95,000 in the project budget—will be completed with the goal of obtaining all necessary approvals by the end of Month 6. Easement coordination is not expected, as all proposed locations fall within existing County or State-controlled rights-of-way.

Phase 4: Fabrication and Procurement of Materials
Once approved, the fabrication of four gateway signs will begin. Materials will be selected to reflect high durability and visual consistency with the county's historic identity, and to ensure resilience in Florida's climate. The estimated per-sign cost is $35,607, with a total construction cost of approximately $142,428.

Phase 5: Construction and Installation
Construction of sign foundations and installation of the gateway signs will take place across the four sites. Construction phase services and inspection oversight are included in the project budget to ensure quality control.

Phase 6: Completion and Unveiling Following final inspections and any punch-list items, the County will coordinate a public unveiling event to celebrate the new gateway features. These signs will serve as visual landmarks and symbols of civic pride, economic development, and welcoming character.

Ongoing Operations and Maintenance
After installation, all signage will be maintained by the Hardee County BOCC. Maintenance

responsibilities include cleaning, landscaping, lighting upkeep, and any structural repairs required due to weather or wear over time.

The estimated total project cost is $402,767.50, inclusive of a 20% contingency fund. This budget is based on comparable recent projects and adjusted for inflation using FDOT indices.

The County's advanced planning, defined scope, and alignment with existing infrastructure make this project highly feasible and shovel-ready within the FY2026 implementation timeline.

TAB 11 - CONFLICT OF INTEREST

To the best of my knowledge and belief, the enclosed application does not benefit any elected official, officer, director, or agent who is also an employee of Hardee County or the Hardee County Economic Development Authority. The proposed project is a community-wide benefit.

AGENDA ITEM NO. 7.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the Operating Amendments as presented during the June 5, 2025, Hardee County Board of County Commissioners workshop.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amendments operating 06052025 2.pdf
Operating Amendments 06052025.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: May 30, 2025

The amendment before you is increasing the amount of sponsorships received and increasing parks and recreation promotion line. Following are the sponsorships received.

Mosaic $7,000
PRECO $3,000
Mosaic $3,500

Staff recommends approval of this amendment.

OPERATING BUDGET AMENDMENTS 2024-2025

June 5, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
001-366-000-5	GR- Donations- Pioneer Park	$ 2,500.00	$ 2,500.00	$ 13,500.00		$ 16,000.00	Donations are more than budgeted
001-572-248-0	Parks& Rec- Promotional	$ 500.00	$ 7,521.00	$ 13,500.00		$ 21,021.00	

AGENDA ITEM NO. 7.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Department of Homeland Security Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant application for six new firefighter positions in an estimated amount of $1,172,554 with a cash match estimate of $453,620 over the 36 month period; 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:
FEMA FY24 SAFER Memo.pdf
Grant Application.pdf

Hardee County FLORIDA

FIRE RESCUE

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

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To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: FEMA FY2024 SAFER Grant

Date: May 30, 2025

Hardee County Fire Rescue is requesting BOCC approval to apply for the Department of Homeland Security Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant.

The SAFER Grant is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards. Since 2005, the SAFER Program has awarded approximately $5.2 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as well as recruitment and retention of volunteer firefighters.

If awarded, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant. The department plans to apply for 6 new firefighter positions to enhance our deployment capabilities for response to emergencies more effectively and safely. With enhanced staffing levels our department should experience a reduction in response times and an increase in the number of trained personnel assembled at an incident scene.

If awarded, the department will strategically budget funds for the continuation of the 6 new firefighter positions during the minimum 36-month period. The award amount is projected to be $1,172,554.00 over a three-year period.

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD)
B. NOFO Title	Staffing for Adequate Fire and Emergency Response (SAFER) Grant
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-24-GPD-083-00-99
E. Assistance Listing Number	97.083
F. Expected Total Funding	$324,000,000
G. Anticipated Number of Awards	300 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/23/2025 9:00 a.m. Eastern Time (ET)
J. Projected Application End Date	07/03/2025 5:00 p.m. ET
K. Anticipated Funding Selection Date	No later than 08/18/2025
L. Anticipated Award Date	Beginning on approximately Aug 18, 2025, and continuing thereafter until all FY 2024 SAFER Program grant awards are issued (but no later than September 30, 2025).
M. Projected Period of Performance Start Date	N/A[1]
N. Projected Period of Performance End Date	N/A

[1] FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

O. Executive Summary	The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.
P. Agency Contact	**a.** ***SAFER Program Office Contact*** The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA Grants Outcomes (FEMA GO), answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. ET. Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are also provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2024. For more details, please visit the SAFER Program website. **b.** ***FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov or (800) 368-6498, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET. **c.** ***Grant Programs Directorate (GPD) Award Administration Division***

	GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov. **d.** ***FEMA Regional Offices*** Assistance to Firefighters Grants Regional Contacts also may provide fiscal support, including pre- and post-award administration and technical assistance. Assistance to Firefighters Grants Regional Office contacts are available at Assistance to Firefighters Grants Regional Contacts | FEMA.gov. **e.** ***Civil Rights*** The FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov. **f.** ***Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. **g.** ***Payment and Reporting System*** Payments are requested through FEMA GO. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the Customer Service Center at (866) 927-5646 or ask-GMD@fema.dhs.gov. **h.** ***FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 a.m. – 6:00 p.m. ET.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a.** ***Applicants*** • Fire departments; and • National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer

	firefighters are eligible to receive a SAFER Program award under the R&R Activity. See Section A of Appendix B – Programmatic Information and Priorities for additional information on ineligible applications and organizations. **b. *Subapplicants*** Subapplicants and subawards are not allowed.
B. Project Type Eligibility	**Applicants and recipients should actively coordinate and collaborate with their local and state authorities to help ensure and prioritize the commitment of future non-federal investments in order to sustain staffing capabilities once an award's period of performance ends.** **a. *Allowable Project Types*** 1. Hiring Activity The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). National, regional, state, local, Tribal Nation, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity. 2. R&R Activity The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity. Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO. **b. *Unallowable Project Types*** • Under the R&R Activity, applications that request a Staffing Needs Assessment or Risk Assessment project are precluded from applying for additional R&R- related activities. • FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget. Federal funding may not be used to supplant (i.e., replace) an existing activity or program.

	• Applicants may not use award funds for matching funds for any other federal grants or cooperative agreements, for lobbying, or for intervention in federal regulatory or adjudicatory proceedings. • Applicants may not use federal funds to sue the Federal Government or any other government entity.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application**. Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.** Information on ineligible applications and organizations is in Appendix B of this NOFO.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is one application per activity.
E. Additional Restrictions	**a.** ***Period of Performance Restrictions*** 1. Hiring Activity The period of performance for applications funded under the Hiring Activity will be 36 months. A default 180-day recruitment period begins when FEMA approves an application for an award under this activity. The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date. If a recipient can hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

	2. R&R Activity The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months. A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance. The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date. If a recipient can begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early. Extensions to the period of performance are allowed for R&R Activity grants only. For additional information on period of performance extensions, please refer to Section 10.A. **b.** ***National Incident Management System (NIMS) Implementation*** SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2024 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. Subsection 7.A. Threshold Criteria 2. Subsection 7.B. Application Criteria 3. Subsection 7.C. Financial Integrity Criteria 4. Subsection 7.D. Supplemental Financial Integrity Criteria and Review 5. Appendix B – Programmatic Information and Priorities

G. Cost Sharing Requirement	For Hiring Activity grants, recipients are required to contribute non-federal funds as a cost share. For R&R Activity grants, there is no cost share requirement.
H. Cost Share Description, Type and Restrictions	For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant. In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter in that department. The "usual annual cost" includes a firefighter's base salary (excluding non-FLSA overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters. FEMA does not require recipients to demonstrate availability of cost share funds at the time of application. However, before FEMA issues an award it may contact potential awardees to determine whether the recipient possesses the necessary non-federal funding. For R&R Activity grants, there is no cost share requirement.
I. Cost Sharing Calculation Example	Assuming that the usual annual cost of a first-year firefighter in a department at the time of the grant application is $120,000 per year and the department actually incurred $100,000 per year in each year of the grant, the following cost share requirements and position cost limits would apply: 1. Cost Share Requirement: The grant recipient is required to contribute $25,000 in Year 1; $25,000 in Year 2; and $65,000 in Year 3. 2. Position Cost Limit: The amount of federal funding cannot exceed $90,000 in Year 1; $90,000 in Year 2; and $42,000 in Year 3.
J. Required information for verifying Cost Share	**a.** ***Minimum Budget Requirement***

	In accordance with 15 U.S.C. § 2229a(c)(2), in order to be eligible for SAFER Program funding, applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date.

3. Program Description

A. Background, Program Purpose, and Program History

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

B. Goals, Objectives, and Priorities

Goal: To enhance local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA 1710 or NFPA 1720[2]).

[2] NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made and FEMA will issue additional guidance when more information becomes available. While the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

Objectives: The objectives of the SAFER Program are to are to provide funding to communities so they may:

- Increase the number of firefighters to meet industry minimum standards;
- Increase the number of trained personnel assembled at the incident scene;
- Attain 24-hour staffing to improve deployment capabilities; and
- Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire-related hazards).

Priorities: Information on program priorities and objectives for the FY 2024 SAFER Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

C. Program Rationale
The SAFER Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the six DHS Missions noted in the Department of Homeland Security's Strategic Plan, the SAFER Program supports Mission Five: Build a Resilient Nation and Respond to Incidents. By increasing the number of trained firefighters, the SAFER Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The SAFER Program also aims to support objectives outlined under Mission Five in the Strategic Plan including:

- Objective 5.1: Coordinate Federal Response to Incidents
- Objective 5.2: Strengthen National Resilience
- Objective 5.4: Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of "majority career" SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1710 structural response standards;
- Percentage of "majority volunteer" SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1720 structural response standards; and
- Percentage of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

The target for these measures is the number of firefighters hired and the structural fire responses that complied with NFPA 1710 structural response standards. The measure will be assessed by how the addition of new firefighters has resulted in a percentage increase in compliance with the relevant section of the NFPA standards.

F. Program-Specific Unallowable Costs
Construction costs are not allowable under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities described in Appendix B – Programmatic Information and Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of procurement or environmental protection and historic preservation purposes.

G. General Funding Requirements
Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

H. Indirect Costs (Facilities and Administrative Costs)
Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their

IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out via email to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must also reach out via email to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

I. Management and Administration (M&A) Costs
M&A costs are allowed under the R&R Activity only. M&A costs are not eligible under the Hiring Activity.

No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

J. Pre-Award Costs
The following pre-award costs are allowable:

1. Fees for grant writers.

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award.

See Appendix C – Award Administration Information for further information regarding grant writer fees and Section 10.B. Other Information for general procurement under grants requirements.

K. Beneficiary Eligibility
To be an eligible beneficiary, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
To be an eligible participant, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority
Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229a).

N. Appropriation Authority
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Financial Assistance (2024 DHS Appropriations Act).

O. Budget Period
There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services
Recipients, subrecipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, which restricts the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Pre-applications, letters of intent, and whitepapers are not required to be eligible to apply.

B. Application Content and Format
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/. Additional application and program guidance documents are available at the SAFER Program website. Applicants will be prompted to submit the standard application information and any program-specific information required as described in Sections 4.C. Application Components and 4.D. Program-Specific Required Documents and Information of this NOFO. The Standard Forms (SF) may be accessed in the Forms tab at Forms | Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the Section 4.C. Application Components of this NOFO.

C. Application Components

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
For program-specific updates and information, please see the Appendix A – FY 2024 SAFER Program Updates, Appendix B – Programmatic Information and Priorities, and Appendix C – Award Administration Information.

E. Post-Application Requirements for Successful Applicants
Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to FEMA GO.

Steps Required to Apply for An Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide;
f. Submit the complete application in FEMA GO; and
g. Always maintain an active SAM registration with current information when the applicant has an active federal award or an application under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110, if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only must create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.[3]

For more detailed instructions for registering with SAM, refer to: Register with SAM.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers: Google Chrome; Mozilla Firefox; Apple Safari; and Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information and any program-specific information required. Standard Forms (SF) may be accessed at Forms | Grants.gov. Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
07/03/2025 5:00 p.m. Eastern Time

C. Pre-Application Requirements Deadline
Not applicable.

D. Post-Application Requirements Deadline
Not applicable.

E. Effects of Missing the Deadline
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date and time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

[3] Per 2 C.F.R. § 25.200, , applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Applicants experiencing system-related issues have until 3:00 p.m. ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review is not required.

7. Application Review Information

A. Threshold Criteria
FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

B. Application Criteria
Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the *Payment Integrity Information Act of 2019* (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.

3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

A panel of peer reviewers is comprised of fire service representatives recommended by the Criteria Development Panel. Peer reviewers are subject matter experts recommended by the nine major fire service organizations. In their role as Special Government Employees, peer reviewers must certify and observe Federal Conflict of Interests rules.

F. Merit Review Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

1. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

2. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. ***Hiring Activity***
The panel score is 50% of the total application score.

1. Project Description (30%):

   - Why does the department need the positions requested in this application?
   - How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
   - What unique and specific services will the requested positions provide to the fire department and community?
   - How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

2. Impact on Daily Operations (30%):

   - How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
   - How will that risk be unequivocally reduced if awarded?

3. Financial Need (30%):

   - Provide an income versus expenses breakdown of the department's current annual budget.
   - Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
   - Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
   - Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

   - Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the positions requested in this application.

b. ***R&R Activity (Fire Departments)***
The panel score is 70% of the total application score.

1. Project Description (30%):

   - Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.

- Describe the problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
- If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

2. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the department's NFPA compliance.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. *R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*

The panel score is 70% of the total application score.

1. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- Describe the specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

2. Impact on Daily Operations (30%):

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the NFPA compliance of the fire departments participating in this application.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

4. Cost Benefit (10%):

   - Describe the specific benefits (e.g., quantifying the anticipated savings and efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

G. Final Selection

a. *Technical Evaluation Process (TEP)*

The highest-ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

During the TEP information in Appendix B - Programmatic Information and Priorities is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on findings made during this assessment.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By applying, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

B. Pass-Through Requirements
Standard pass-through requirements in 2 C.F.R. Part 200 apply.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant or sub-applicant's own risk.

D. Obligation of Funds
Grant funds are obligated upon the offer of grant award in the FEMA GO system. Recipients must accept their awards no later than 30 days from the award date. Acceptance of the award is confirmation of the obligation. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may requestion additional time to accept the award if needed.

E. Notification to Unsuccessful Applicants
FEMA GO will provide all applicants who do not receive a FY 2024 SAFER Program award with a turndown notification after September 30, 2025.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements
In addition to the requirements of this section, FEMA may place specific terms and conditions on an individual award in accordance with 2 C.F.R. Part 200.

B. DHS Standard Terms and Conditions
A recipient of a federal award under this funding opportunity is required to comply with DHS Standard Terms and Conditions in effect at the time the award is issued. The DHS Standard Terms and Conditions are available online. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package. NOTE: Although not a requirement in

the DHS Standard Terms and Conditions, as a best practice entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems.

a. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustaining and delivering of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. They can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

C. Financial Reporting Requirements

1. Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: SF-425 OMB #4040-0014.
2. Recipients must submit the FFR semi-annually throughout the period of performance (POP) as detailed below:
   - No later than July 30 (for the period Jan. 1 – June 30)
   - No later than January 30 (for the period July 1 – Dec. 31)
3. The final FFR is due within 120 calendar days after the end of the POP.
4. FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP.
2. A Performance Report must include:
   - A brief narrative of overall project(s) status;
   - A summary of project expenditures; and
   - A description of any potential issues that may affect project completion.
3. The Progress Report must be submitted through FEMA GO.
4. Performance Report Due Dates
   - No later than July 30 (for the period Jan. 1 – June 30)
   - No later than January 30 (for the period July 1 – Dec. 31)

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.

3. The final progress report detailing all accomplishments. The recipient must include with the final progress report an inventory of all construction projects.
4. A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

Administrative Closeout
Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per 2 C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

F. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report
A recipient expending $1,000,000 or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight
Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either a desk-based review, an onsite monitoring visit, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses

on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

J. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes. OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the *Foundations for Evidence-Based Policymaking Act of 2018*, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413. Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not Applicable.

10. Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed forR&R Activity grants only.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors that prevent completion of the project, including delivery of equipment or services, within the existing period of performance;
2. The project must undergo a complex environmental review that cannot be completed within the existing period of performance;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the period of performance to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. The reason for delay – including details of the legal, policy, or operational challenges that prevent final outlay of awarded funds by the deadline;
3. Status of the activity or activities;
4. Approved period of performance termination date and requested extension;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal, if applicable;
7. A budget outlining how remaining federal and non-federal funds will be expended;
8. A plan for completion, including milestones and timeframes for achieving each milestone and the individual responsible for completing the plan;
9. Certification that the activity or activities will be completed within the extended period of performance without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. ***Environmental Planning and Historic Preservation (EHP) Compliance***

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants, and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, new construction, or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, or historic properties; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the *National Environmental Policy Act* and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of a wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building that does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

b. *Procurement Integrity*

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317 – 200.327. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT). These resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) and Indian tribes, must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and Indian tribes must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions. States, but not Indian tribes, must also follow 200.323 regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, Tribal Nation, and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the federal procurement standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet.

2. Competition and Conflicts of Interest

2 C.F.R. § 200.319(b), applicable to local government and nonprofit recipients or subrecipients, requires that contractors that develop or draft specifications, requirements statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient or subrecipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient or subrecipient.

Under this prohibition, unless the recipient or subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post- award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the recipient or subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

Under 2 C.F.R. 200.318(c)(2), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about GSA programs for states, Indian tribes, and local governments, and their instrumentalities, can be found at Help for state, local, and tribal governments to make MAS buys | GSA and https://www.gsa.gov/buying-selling/purchasing- programs/gsa-schedules/schedule-buyers/state-and-local-governments.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer or Fire Program Specialist.

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Indian tribes are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

c. *Financial Assistance Programs for Infrastructure*

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the *Build America, Buy America Act (BABAA)*, which was enacted as part of the *Infrastructure Investment and Jobs Act* §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: *Build America, Buy America Act* | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: *Build America, Buy America Act* | FEMA.gov.

d. *Mandatory Disclosures*

The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (2 C.F.R. § 200.113)

e. *Termination Provisions*

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Either party will provide written notice of intent to terminate to the other party no less than 30 days prior to the effective date of the termination.

1. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342.

2. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

3. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

4. Change in Program Goals or Agency Priorities

Pursuant to the terms and conditions of the award and to the extend authorized by law, FEMA may terminate the award if it no longer effectuates the program goals or agency priorities.

f. *Disability Integration*
Pursuant to Section 504 of the *Rehabilitation Act of 1973*, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

g. *Record Retention*
1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals

- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

h. ***Actions to Address Noncompliance***
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

i. ***Audits***
FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

j. ***Hazard-Resistant Building Codes***
Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities, and lives against natural disasters, with an estimated $11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications, and standards, and to exceed them where feasible.

11. Appendix A – FY 2024 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the SAFER Program. The FY 2024 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligibility – Allowable Project Types
  - The Hiring Activity offers grants to support applications to hire new, additional

firefighters

- Under Eligibility – Unallowable Project Types
    - FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget
- Under Eligibility – Cost Sharing Requirement
    - Hiring Activity grant recipients are required to contribute non-federal funds as a cost share
- Under Eligibility – Cost Share Description, Type and Restrictions
    - In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter and in the third year of the grant, the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter
- Under Eligibility – Required information for verifying Cost Share
    - Applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date
- Under Register in FEMA GO:
    - FEMA GO will no longer support Internet Explorer.
- Under Additional Information
    - Inclusion of Hazard-Resistant Building Codes.
- Under R&R Activity – Eligible Costs
    - New Member Costs – eligible physical exam costs for new members include: initial medical exams; annual physicals; job-related immunizations; behavioral health; and Cancer Screening Programs to meet NFPA 1582.
    - Wellness and Fitness for Existing Members – eligible subcategories of physical exams for existing members
    - Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties.
- Under Other Information
    - Extensions to the period of performance are allowed for R&R Activity grants only
-

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2024 SAFER Program eligibility:

- Fire departments; and
- National, state, local, federally recognized Tribal Nation, and nonprofit interest organizations.

However, if two or more organizations share facilities and each applies for the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any application submitted under this program.

Examples of ineligible applications and organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
    - However, if a fire department is the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department if the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
    - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs if the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

B. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or Tribal Nation authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and insurance.

Mutual Aid is a written intergovernmental agreement between agencies or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, or federal level. Such organizations include, but are not limited to, state or local firefighter or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the *Fair Labor Standards Act (FLSA)* minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is composed of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS": as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.

- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitation

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2024 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
  - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2024 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
  - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
  - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining

funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

E. Funding Priorities

a. ***Meeting the National Standards***

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability, Section 5.2.3.1 – Engine Companies, 3.3.53 Rapid Intervention Crew). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment, Section 4.6 Initial Firefighting Operations). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

F. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance to hire new, additional firefighters (**New Hire**).

All the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

a. ***Compliance with NFPA Standards***
The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in Appendix B Section E. Funding Priorities of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

b. ***Call Volume and Population Served***
Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

c. ***Firefighter Health Measures***
The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580 Chapter 13, Occupational Medical: Evaluations (NFPA 1582).

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

d. ***Training Requirements***
Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

G. R&R Activity – Fire Departments Overview

Grants awarded under this R&R Activity are to fire departments to assist with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***
The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO.

b. ***Volunteer Membership***
Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

c. ***Call Volume***
Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

d. ***Firefighter Health Measures***
Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580, Chapter 13, Occupational Medical: Evaluations (NFPA 1582). Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

e. ***Firefighter Training and Certification Requirements***

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	M FF I
H FF II	L First Responder
M Both FF I/EMT	

f. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

g. ***Regional Requests***

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will

benefit from the R&R Activity may also apply for funding under the SAFER Program if the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non- compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application**.

H. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Nation Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and all fire departments benefitting from the grant funds receive higher consideration for funding.

b. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

c. ***Needs Assessment***

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

d. ***Fire Service Partnerships***

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

I. Eligible and Ineligible Costs and Requirements

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section 7 Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: • Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO or this NOFO.

Hiring Activity – Eligible Costs and Requirements

- Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, to comply with FLSA, are eligible. For more information on FLSA, please visit the U.S. Department of Labor.
- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) after the SAFER Program grant offer of award are eligible for grant funding.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/ medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.

- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in "eligible costs" above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department's legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.
- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs before or after being awarded.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

R&R Activity – Eligible Costs: High Priority
• Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors, or personnel to collect and analyze data, software programs, etc.). ▪ **Note**: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded. • Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). ▪ **Note**: Computers for these positions are low priority items. • Marketing Program to recruit new volunteer firefighters, such as: ▪ Media advertising (e.g., television, radio, social media); ▪ Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and, ○ LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). ▪ **Note**: If requesting funds to recruit new members, a marketing plan must be in place, or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources. • New Member Costs may include: ○ Entry-level physical exam for each new recruit; ○ Annual physicals for newly recruited members[4]; and ○ Station duty uniforms. • Wellness and Fitness for Existing Members. Wellness and Fitness costs of an annual exam may include: ○ Physical exams; ○ Job-related immunization; ○ Periodic Physical Exam/Health Screening; ○ Behavioral health; and ○ Cancer Screening Program to meet NFPA 1582. ▪ All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). • Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties. • New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation (CPR), First Responder, EMT, FF1, FF2).

[4] The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org.

R&R Activity – Eligible Costs: High Priority

- Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending required basic training is also eligible.
- **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.

- Leadership or career development training when used as a retention incentive that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs and per diem while attending leadership/career development training or conferences are also eligible.
  - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
  - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending instructor/train-the-trainer training are also eligible.
  - **Note**: Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
  - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
  - Courses are not limited to firefighter training or education.
  - Only tuition payments for classes offered and taken during the period of performance are allowable.
  - Computers for individual students are not eligible for funding.
  - Payments for student loans are not eligible for funding.
  - Recipients must provide internal policies that explain how funding is administered.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- PPE/Turnout Gear.
  - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
  - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess.
  - Only actual costs for PPE are allowed.

R&R Activity – Eligible Costs: High Priority

- Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- To receive payment, recipients must provide the following documentation to support the purchase of PPE:
  - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
  - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty."
- Eligible PPE Expenditures:
  - Only one set of PPE for structural and wildland firefighting per each new recruit.
  - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
  - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
- Traditional therapies and preventative care facilitated by a licensed mental health or physical healthcare provider.
- LOSAP or Retirement Program:
  - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
  - Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program). **Note**: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, or responding to incidents.
  - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
  - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
  - Only actual costs for stipends are allowed.

R&R Activity – Eligible Costs: Medium Priority

- Allowable costs may be limited to reasonable amounts as determined by FEMA.

- Costs to support explorer/cadet, and mentoring programs, such as:
  - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
  - Training (Non-Immediate Danger to Life and Health [IDLH]).
  - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
  - One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than $10,000 total per grant award.
- Wellness programs (e.g., group fitness led by health instructors that come to the department).

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
  - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and retention goals.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending advanced training are also eligible.
  - **Note**: Costs for mileage and transportation costs, lodging costs, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards or Incentive program for participation in operational (firefighting) activities, such as operational training or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).

R&R Activity – Eligible Costs: Low Priority

- Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
  - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.

- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications/remodeling/renovation of existing facilities.
  - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  - Remodeling/renovations may not change the footprint or profile of the building.
  - Any request for modifications to facilities may require EHP review (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
  - Written approval must be provided by FEMA before using any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to 3% of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- Indirect costs for national, state, local, or federally recognized Tribal Nation volunteer firefighter interest organizations that are expended pursuant to Section 3.H. Indirect Costs (Facilities and Administrative Costs).
- Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or "onetime" use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer- Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.

R&R Activity – Ineligible Costs

- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Tuition assistance for family members of the volunteer.
- Services at a member's personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- "Giveaways" for recruitment events, such as stickers, pencils, pens, t-shirts, cups, mugs, or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
- Gym Memberships.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible explorer/cadet/mentoring program expenditures:
  - SCBAs, including masks/face pieces.
  - Anything involving the IDLH atmosphere.
  - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
  - Three-quarter length rubber boots.
  - SCBAs (not including SCBA masks/face pieces).
  - PASS Devices.
  - Spare cylinders.
  - Bomb disposal suits.
  - PPE for hazardous materials and other specialized incidents.
  - More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
- PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

13. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

A. Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

B. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days before the publication date of this NOFO and up to 30 calendar days after the application period closes. For the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place before submitting the application.

C. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance if the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

D. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

E. Excess Funds

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance to be allowable.

F. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

a. ***Advances***
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the *Cash Management Improvement Act (CMIA)* and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

b. ***Reimbursement***
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

c. ***Rebates***
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

d. ***Payment Requests During Closeout***
A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain

clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

e. ***Amendments***
FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance to complete the scope of work under the R&R Activity;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds); and
- Change of key personnel.

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: A recipient may deobligate or return unused funds (i.e., those remaining funds previously drawn down via payment request or remaining award funding that was never requested) to FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

G. Disposition of Grant-Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk before disposing of SAFER Program-funded equipment.

H. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees.

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements.

Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

AGENDA ITEM NO. 7.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: June 19, 2025

SUBMITTED BY: Brandy Crawford, Public Safety/Fire/Rescue

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Motion to approve the submission and acceptance of the Department of Homeland Security fiscal year 2024 Fire Prevention and Safety (FP&S) grant application for a new fire extinguisher training system in the amount of $23,000 with an estimated cash match not to exceed 5%, 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:
FEMA FY24 FP&S Memo.pdf
NOFO Grant Application.pdf

Hardee County FLORIDA

FIRE RESCUE

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: FEMA FY2024 Fire Prevention and Safety Grant

Date: May 30, 2025

Hardee County Fire Rescue is requesting BOCC approval to apply for the Department of Homeland Security Fiscal Year 2024 Fire Prevention and Safety Grant (FP&S) grant.

The focus of the FEMA FY2024 FP&S Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides grants directly to eligible entities for fire prevention programs and firefighter health and safety research and development.

Our application will focus on acquiring a new fire extinguisher training system, enhancing our fire safety education outreach. Securing this grant funding would significantly bolster our capabilities without placing an additional financial burden on the county. It would allow us to provide hands-on, realistic fire extinguisher training to the public and county employees.

If awarded, the department will strategically budget funds for the required 20% cost share. The award amount is projected to be $18,400.00.

The U.S. Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2024 Fire Prevention and Safety (FP&S) Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)
B. NOFO Title	Fiscal Year 2024 Fire Prevention and Safety (FP&S) Grant Program
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-24-GPD-044-00-97
E. Assistance Listing Number	97.151
F. Expected Total Funding	$32,400,000
G. Anticipated Number of Awards	100 awards
H. Expected Award Range	The total amount of funding a recipient may receive under an FP&S Program award is limited to a maximum federal share of $1.5 million set by § 33(d)(2) of the *Federal Fire Prevention and Control Act* of 1974, Pub. L. 93-498, as amended (15 U.S.C. § 2229(d)(2)). R&D Activity applicants applying under the Early Career Investigator category are limited to a maximum federal share of **$600,000 per project**.
I. Projected Application Start Date	05/23/2025 09:00 a.m. Eastern Time (ET)
J. Projected Application End Date	07/03/2025 05:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than Aug 18, 2025
L. Anticipated Award Date	Beginning on approximately Aug 18, 2025, and continuing thereafter until all FY 2024 FP&S Program grant awards are issued (but no later than September 30, 2025).

M. Projected Period of Performance Start Date	Aug 18, 2025 (will vary based on award date and activity type) The period of performance may be 12-48 months. **FP&S Activity:** The period of performance for projects funded under the FP&S Activity is generally 12 months. Eligible applicants who propose complex projects may apply for up to a 24-month period of performance from the date of award. **R&D Activity:** The period of performance for projects proposed under the R&D Activity will be 12, 24, 36 or 48 months from the date of award.
N. Projected Period of Performance End Date	08/18/2026 – 08/18/2029 (will vary based on award date and activity type)
O. Executive Summary	The focus of the Fiscal Year (FY) 2024 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides grants directly to eligible entities for fire prevention programs and firefighter health and safety research and development.
P. Agency Contact	**a.** ***Program Office Contact*** The FP&S Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA Grants Outcomes (FEMA GO), answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The FP&S Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. ET. Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are also provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2024. For more details, please visit the FP&S Program website. **b.** ***FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-

	news@fema.dhs.gov. or (800) 368-6498, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET. **c. *Grant Programs Directorate (GPD) Award Administration Division*** GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov **d. *FEMA Regional Offices*** Assistance to Firefighters Grants Regional Contacts also may provide fiscal support, including pre- and post-award administration and technical assistance. Assistance to Firefighters Grants Regional Contacts are available at https://www.fema.gov/grants/preparedness/firefighters/regional-contacts. **e. *Civil Rights*** The FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov. **f. *Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. **g. *Payment and Reporting System*** FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO. **h. *FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov. or (877) 585-3242, Monday through Friday, 9:00 a.m. – 6:00 p.m. ET.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a.** ***Applicants*** ***FP&S Activity*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico[1], or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, Tribal Nation and nonprofit interest organizations that are recognized for their experience and expertise in fire prevention and safety programs and activities are eligible applicants. Both private and public nonprofit organizations are eligible to apply for funding under this activity. ***R&D Activity*** National, state, local, federally recognized Tribal Nation and non-profit organizations, such as academic (e.g., universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions. Both private and public non-profit organizations are eligible to apply for funding in this activity. Fire departments are not eligible to apply for funding in this Activity. Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO. **b.** ***Subapplicants*** Subapplicants and subawards are not allowed.

[1] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

B. Project Type Eligibility	**Applicants and recipients should actively coordinate and collaborate with their local and state authorities to help ensure and prioritize the commitment of future non-federal investments in order to sustain staffing capabilities once an award's period of performance ends.** **a.** ***Unallowable Project Types*** Please see Appendix B – Programmatic Information and Priorities of this NOFO for additional information on unallowable project types. **b.** ***Allowable Project Types*** ***FP&S Activity*** The FP&S Activity is designed to reach high-risk target groups [2]and mitigate the incidence of death and injuries caused by fire and fire-related hazards. The five project categories eligible for funding under this activity are: 1. Community Risk Reduction; 2. Wildfire Risk Reduction; 3. Code Enforcement/Awareness; 4. Origin and Cause Investigation; and 5. National/State/Regional Programs and Projects. ***R&D Activity*** The R&D Activity is aimed at improving firefighter safety, health, or well-being through research and development that reduces firefighter fatalities and injuries. The four project categories eligible for funding under this activity are: 1. Clinical Studies; 2. Technology and Product Development; 3. Preliminary Studies; and 4. Early Career Investigator.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.**

[2] Per 15 U.S. Code § 2229(j)(3)(A) FEMA shall give priority to applicants who focus on prevention of injuries to high-risk groups from fire. Applicants may choose the following options within the application to include children under 14, adults over 65, firefighters, people with disabilities (e.g., deaf/hard-of hearing), college/university housing, low-income families/neighborhoods, geographic area and/or other populations.

	Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.** Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is: 1. One application per eligible entity, per activity (up to one application under the FP&S Activity and up to one application under the R&D Activity) Each application may include up to three projects. Each project within an application must be presented separately as a free-standing proposal. Each project requires its own separate supporting budget and narrative statement. If an applicant submits two or more applications for the same activity, both applications may be disqualified. • This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality) • In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality • This is permissible even if that entity submits multiple applications across regional versus direct applications
E. Additional Restrictions	**National Incident Management System (NIMS) Implementation** FP&S Program applicants are not required to comply with NIMS to apply for FP&S Program funding or to receive an FP&S Program award. Any applicant who receives a FY 2024 FP&S Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) before the end of the grant's performance period. **National Fire Incident Reporting System (NFIRS)** NFIRS reporting is not a requirement to apply for any FP&S Program; however, fire departments that receive funding under this program

	must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system, they must start as soon as possible. Capacity to report to NFIRS must be established prior to the end of the performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. **Note:** Reporting to other sources, (E.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. "Financial Integrity Criteria" subsection 2. "Supplemental Financial Integrity Criteria and Review" subsection 3. Appendix B – Programmatic Information and Priorities
G. Cost Sharing Requirement	Applicants selected for this award must agree to an acceptable cost share agreement. Otherwise, they will not be funded.
H. Cost Share Description, Type and Restrictions	Recipient cost sharing is generally required as described below and under 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an FP&S Program award in an amount equal to not less than 5% of the grant award. ***Types of Cost Share*** **Cash (Hard Match)**: Cost share of non-federal cash is allowable for FP&S Program grants. **In-kind (Soft Match)**: In-kind cost share is allowable for FP&S Program grants, including the value of the following: • Complementary activities (such as providing additional smoke alarms for installation or education materials for public education); and • Provision of staff, facilities, services, materials, equipment. In-kind is the value of something received or provided that does not have a cost associated with it. For example, the value of donated services could be used to comply with the match requirement. Also, third party in-kind contributions may count toward satisfying match requirements, if the recipient expends them as allowable costs.

	Recipients who use in-kind contributions for their 5% cost share must comply with all applicable regulations and 2 C.F.R. Part 200.306 regarding matching or cost-sharing.
I. Cost Sharing Calculation Example	FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at Fire Prevention and Safety Documents.
J. Required information for verifying Cost Share	Applicants should submit their plan for cost share within the Request Details (budget) section of the grant application. **Maintenance of Effort** Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an FP&S Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years before the fiscal year an FP&S Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80% or more of the average of what the applicant spent on such costs for those activities in FYs 2022 and 2023. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

3. Program Description

A. Background, Program Purpose, and Program History

The Fiscal Year (FY) 2024 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the DHS and FEMA's focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions for fire prevention programs and firefighter health and safety research and development such as clinical studies that address behavioral or physiological and medical research activities.

The funding categories for FP&S are:

1. Community Risk Reduction;

2. Wildfire Risk Reduction;
3. Code Enforcement/Awareness;
4. Origin and Cause Investigation; and
5. National/State/Regional Programs and Projects.

The funding categories for R&D are:

1. Clinical Studies;
2. Technology and Product Development;
3. Preliminary Studies; and,
4. Early Career Investigator.

Abstracts and results of research and development grants that have been funded under this program can be found at Fire Prevention and Safety | FEMA.gov.

B. Goals and Objectives

Goals: The goal of the FP&S Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by providing grants to eligible fire departments, national, regional, state, local, Tribal Nation and non-profit organizations such as academic (e.g., universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions. The FP&S Program strives to strengthen community fire prevention programs and enable innovative solutions to improve firefighter safety, health and well-being.

Objectives: The objectives of the FP&S Program are to:

- Reduce community fire risk through assessments, education, and tools;
- Reduce wildfire risk through property assessments, education, and fuel reduction;
- Increase code awareness, adoption, reinstatement, and enforcement;
- Increase fire origin and cause investigations;
- Enhance the safety of the public and firefighters through national programs that aim to improve behaviors and decision-making regarding fires; and
- Increase research to improve firefighter safety, health, or well-being.

Priorities: Information on program priorities for the FY 2024 FP&S Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

C. Program Rationale

The FP&S Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the six DHS Missions noted in the Department of Homeland Security's Strategic Plan, the FP&S Program supports Mission Five: Build a Resilient Nation and Respond to Incidents. By enhancing the safety of the public and firefighters with respect to fire and fire-related hazards, the FP&S program provides critically needed resources to strengthen community fire prevention programs and enables scientific research on innovations that improve firefighter safety, health, and well-being. The FP&S Program also aims to support objectives outlined under Mission Five in the Strategic Plan including:

- Objective 5.2: Strengthen National Resilience
- Objective 5.4: Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics.

FP&S Activity
- Community Risk Reduction: Percent of target population receiving an intervention.
- Wildfire Risk Reduction: Percent of target population receiving an intervention.
- Code Enforcement/Awareness: Percent of properties inspected.
- Origin and Cause Investigation: Percent of fires where cause is determined.
- National/State/Regional Programs and Projects: Number of firefighters receiving interventions.

The target for these measures is set by each applicant within the grant application. For example, "we plan to install smoke alarms in 500 households, reaching a total of 2,000 individuals."

Research and Development (R&D) Activity
- All Categories: Percent of research project aims met.

F. Program-Specific Unallowable Costs
Please see Appendix B – Programmatic Information and Priorities for additional information on funding restrictions and allowable costs.

G. General Funding Requirements
Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be

incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

H. Indirect Costs (Facilities and Administrative Costs)
Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must reach out to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

I. Management and Administration (M&A) Costs
M&A costs are allowed.

No more than **3%** of the federal share of FP&S Program funds awarded may be expended by the recipient for M&A for purposes associated with the FP&S Program award. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel/contractors directly supporting the grant are not required to be included in the M&A budget line item.

M&A activities are those directly related to the management and administration of the FP&S award funds, such as financial management and monitoring. M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

J. Pre-Award Costs
The following pre-award costs are allowable:

1. Fees for grant writers.

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award.

See Appendix C – Award Administration Information for further information regarding grant writer fees and Section 10.B Other Information of this NOFO for information about procurement integrity.

K. Beneficiary Eligibility
To be an eligible beneficiary, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
To be an eligible participant, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority
Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229)

N. Appropriation Authority
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance (2024 DHS Appropriations Act)

O. Budget Period
There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services
Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Pre-applications, letters of intent, and whitepapers are not required to be eligible to apply.

B. Application Content and Format
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Additional application and program guidance documents are available at the FP&S Program website.

C. Application Components
The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov SF-424, Application for Federal Assistance

- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
The following program-specific document is required to be submitted as an attachment in FEMA GO for each regional project under the FP&S Activity:

1. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award.

The following program-specific documents are required to be submitted as attachments in FEMA GO for each project under the R&D Activity:

1. No more than a five-page Narrative Statement that responds to the Fire Service Panel Evaluation Criteria;
2. No more than a 20-page Narrative Statement that responds to the Science Panel Evaluation Criteria; and
3. No more than a 35-page Appendix.

The required formatting and content instructions for these documents can be found in the Tips and Guidelines for FP&S R&D Applicants, available at https://www.fema.gov/grants/preparedness/firefighters/safety-awards.

E. Post-Application Requirements for Successful Applicants
Applicants likely to be funded may receive a request for additional information by email before award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Steps Required to Apply for an Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide.
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110, if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact FireGrants@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: Register with SAM.

Note: per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers:

Google Chrome;

Mozilla Firefox;

Apple Safari; and

Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
07/03/2025 05:00:00 p.m. Eastern Time

C. Pre-Application Requirements Deadline
Not applicable

D. Post-Application Requirements Deadline
Not applicable

E. Effects of Missing the Deadline
All applications must be completed and submitted in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award. Applicants with these issues must notify FEMA before to the application deadline and within 48 hours after the applicant became aware of the issue.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review may be required. Applicants must contact their state's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372.

(See https://www.archives.gov/federal-register/codification/executive-order/12372.html;

https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf).

7. Application Review Information

A. Threshold Criteria

If two or more entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2024 FP&S Program eligibility.

FEMA will review applications for duplication of benefits if two or more organizations share facilities and each submit an application in the same activity.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.

B. Application Criteria

a. ***Criteria Development***

Funding priorities and programmatic criteria for evaluating FP&S Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete submitted applications based on how well they respond to the evaluation criteria. Answers to the application's activity specific questions provide information used to determine each application's ranking

b. ***Peer Review Panel Process***
FP&S Program applications go through the following Peer Review Panel process:

1. FP&S Activity Projects

Peer reviewers will independently grade each narrative statement within each project. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the score for each project. If needed, peer reviewers will meet as a team to discuss the merits and/or shortcomings of the application. A consensus is not required.

2. R&D Activity Projects

The Peer Review Panel process is composed of a Fire Service Panel Review and a Science Panel Review. Narratives within the application will be evaluated through the following processes:

Fire Service Panel Review
All eligible project applications will first be reviewed and scored by a panel of fire service experts to assess the need and priority for the research results and the likelihood that the results would be implemented by the fire service in the United States. The projects that are determined most likely to be implemented to enable improvement in firefighter safety, health, or well-being will be deemed to be in the "competitive range" and will be forwarded to the second level of project review, which is the scientific panel review process. A consensus is not required.

Science Panel Review
This panel will be comprised of scientists and technology experts who have expertise pertaining to the subject matter of the proposal. Scientific reviewers will independently score projects in the competitive range and, if necessary, discuss the merits or shortcomings of the project to reconcile any major discrepancies identified by fellow reviewers. A consensus is not required. Scientific peer review evaluations will impact the ranking of a project for funding.

C. Financial Integrity Criteria
Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the Payment Integrity Information Act of 2019 (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review
Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection
All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of three fire service representatives recommended by the CDP.

F. Merit Review Process
The FP&S Activity and the R&D Activity have different Narrative Statement requirements (see below). Narrative Statements must provide specific details about the activity for which the applicant seeks funding.

Note: FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers, may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s). FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the FP&S Program. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants.

Fire Departments and Interest Organizations are assigned differing weights for each scored element under the FP&S Activity. Peer Review Panelists will evaluate and score each project based on the following narrative elements.

a. *FP&S Activity*

1. Financial Need (Fire Departments – 10%; Interest Organization – 0%)

Applicants must describe with particularity their unique financial need in the Applicant Information section of the application and detail how consistent it is with their need for financial assistance to carry out the proposed project(s). Applicants may include other unsuccessful attempts to acquire financial assistance. Applicants should provide detail about the applicant's operating budget, including a high-level breakdown of the budget, the applicant's inability to address financial needs without federal assistance, and other actions the applicant has taken to meet their needs (e.g., state assistance programs or other grant programs).

While interest organizations do not receive points for their financial need, this information is necessary to holistically evaluate and understand the applicant's financial need in comparison to similarly situated applicants.

2. Commitment to Hazard (Fire) Mitigation (Fire Departments only – 5%)

Fire department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface [WUI] and commercial/residential sprinkler code adoption and enforcement) and hazard mitigation strategies (including whether or not the jurisdiction has a FEMA-approved hazard mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

3.Vulnerability Statement (Fire Departments – 15%, Interest Organizations – 25%)

The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a detailed description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics to illustrate the applicant's particular vulnerability, rather than national statistics, when discussing the vulnerability.
- In a clear, concise statement, the applicant should summarize the precise vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.

- Informal risk assessments could include an in-house review of available data (e.g., NFIRS) to determine fire loss, burn injuries, or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

4. Project Description (Fire Departments – 20%, Interest Organizations –25%)

Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap due to financial need and/or the specific vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project components;
- Review of any existing programs or models that have been successful;
- Detailed description of how the proposed project components fill the identified capability gap; and
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

5. Implementation Plan (Fire Departments – 25%, Interest Organizations – 30%)

Each project proposal should include nuanced details on the implementation plan that discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives;
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives;
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance);
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed;
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes); and
- Where human subjects are involved, indicate whether the project has obtained exemption from the Institutional Review Board (IRB) (for details see Section 9.A.a – Human Subjects Research of this NOFO).

Note: For applicants proposing a complex project that may require a 24-month period of performance, please include significant justification and details in the implementation plan that justify the applicant's need for a period of performance of more than 12 months.

6. Evaluation Plan (Fire Departments – 15%, Interest Organizations – 15%)

Projects should include a plan for evaluation of effectiveness and identify measurable and quantifiable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

Note: In addition to a detailed evaluation plan as described above, if awarded, grant recipients are required to report on specific performance metrics through performance reports and at closeout (for details see Section 3. E -Performance Measures and Targets of this NOFO).

7. Cost-Benefit (Fire Departments – 10%, Interest Organizations – 5%)

Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project to assist the Technical Evaluation Panel with their review.

8. Additional Considerations

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by application reviewers or by FEMA during technical review prior to making funding decisions.

- Meeting the needs of people with disabilities: Applicants in the Community Risk Reduction category will receive additional consideration if, as part of their comprehensive smoke alarm installation and education program, they address the needs of people with disabilities (e.g., deaf/hard-of-hearing) in their community.
- Experience and expertise: Applicants who demonstrate their experience and ability to conduct fire prevention and safety activities, and to execute the proposed or similar project(s), will receive additional consideration.
- Use of an Overmatch: Applicants who demonstrate the use of a cost-share overmatch are given additional consideration which will impact the evaluation of the entire application by application reviewers or FEMA during technical review.

b. *R&D Activity*

Peer review panelists will evaluate and score each project based on the following narrative elements:

1. Fire Service Panel Evaluation Criteria

Purpose (25%)

- Applicants should clearly identify the specific benefits of the proposed research project to improve firefighter safety, health, or well-being. The discussion should include:
    - The specific risk to firefighter safety, health, or well-being that the project will address;
    - The expected benefits of the project, including how the project will prevent, reduce, or mitigate the specific risk;
    - The gaps in knowledge that will be addressed; and
    - The general project methods planned to produce the intended results.

    If applying under Early Career Investigator, applicants should identify how this project will support the professional development of the Principal Investigator (PI).

    If applying under Preliminary Studies, applicants should consider the project being proposed as well as the potential results of a closely related future full study.

Potential Impact (15%)

- Applicants should discuss the potential impact of the research outcome/product on firefighters. Applicants should discuss who will benefit directly from the research outcome/product, i.e., the entire fire service or specific portions (career, volunteer, structural, wildland, fire investigators, etc.). The discussion should be supported by describing the specific type(s) of impact to the safety, health, or well-being of the identified group from use of the results in practice.

Implementation by Fire Service (25%)

- Applicants should discuss how the outcomes/products of this research, if successful, are likely to be widely/nationally adopted and accepted by the fire service as changes that enhance firefighter safety, health, or well-being. The discussion should include:
    - The methods and costs associated with implementation at the fire department level; and,
    - Organizations, manufacturers, and/or others that will need to be involved to aid the process of adoption.

Barriers (15%)

- Applicants should identify and discuss potential fire service and other barriers to successfully completing the project on schedule, including contingencies and strategies to deal with barriers if they materialize. This may include barriers that could inhibit the proposed fire service participation in the project, barriers that could inhibit the adoption of successful results by the fire service when the project is completed, or project components most likely to cause delay in successful completion.

  If applying under Early Career Investigator, applicants should discuss potential barriers specific to that project, such as if the PI does not receive the expected mentorship.

Partners (20%)

- Applicants should recognize that participation of the fire service as a partner in the research from development to dissemination is regarded as an essential part of all projects. Describe the fire service partners and contractors that will support the project to accomplish the objectives. The specific roles and contributions of the partners to the project should be described. Partnerships should be formed with national fire-related organizations and local and regional fire departments appropriate for the project. Letters of support and letters of commitment to actively participate in the project should be included in the Appendix of the application. Generally, participants of a diverse population, including both career and volunteer firefighters, are expected to facilitate acceptance of results nationally. In cases where this is not practical, due to the nature of the project or other limitations, these circumstances should be clearly explained.

2. Science Panel Evaluation Criteria

   Project goals, objectives, and specific aims (All Applicants - 15%)

- Applicants should address how the purpose, goals, objectives, and specific aims of the project will lead to results that will improve firefighter safety, health, or well-being. Describe the specific goals and objectives for each year of the project.

Literature Review (All Applicants – 10%)

- Applicants should provide a literature review that is relevant to the project's goals, objectives, and specific aims. The citations should be placed in the narrative text and references listed at the end of the Narrative Statement (and not in the Appendix) of the application. The review should be of sufficient depth to make it clear that the proposed project is necessary, adds to an existing body of knowledge, is different from current and previous studies, and offers a unique contribution. Applicants may consider previously funded R&D Activity projects.

Project Methods (Early Career Investigator Applicants – 15%, All Other Applicants – 20%)

- Applicants should provide a description of how the project will be carried out, including demonstration of the overall scientific and technical rigor and merit of the project. This includes the operations to accomplish the purpose, goals, and objectives, and the specific aims of the project. The roles and responsibilities of the entire research team must be described, including the relevant sub-contractors and sub-awardees involved in the

project. Applicants should provide supporting information for the research team in the Appendix, including bio sketches and budget information. Plans to recruit and retain human subjects, where applicable, should be described. Where human subjects are involved, describe plans for submission to the IRB (for details see Section 9.A- Human Subjects Research of this NOFO).

Project Measurements (Early Career Investigator Applicants – 15%, All Other Applicants – 20%)

- Applicants should provide evidence of the technical rigor and merit of the project, such as data pertaining to validity, reliability, and sensitivity (where established) of the facilities, equipment, instruments, standards, and procedures that will be used to carry out the research. The applicant should discuss the data to be collected to evaluate the performance methods, technologies, and products proposed to enhance firefighter safety, health, or well-being. The applicant should demonstrate that the measurement methods and equipment selected for use are appropriate and sufficient to successfully deliver the proposed project objectives.

Project Analysis (Early Career Investigator Applicants – 15%, All Other Applicants – 20%)

- The applicant should indicate the planned approach for analysis of the data obtained from measurements, questionnaires, or computations. Specify within the plan what will be analyzed, the statistical methods that will be used, the sequence of steps, and interactions as appropriate. It should be clear that the PI and research team have the expertise to perform the planned analysis and defend the results in a peer review process. The adequacy of the number of participants, samples, or tests to address the research question should be discussed.

Dissemination and Implementation (All Applicants – 15%)

- Applicants should indicate dissemination plans for scientific audiences (e.g., plans for submissions to specific peer review publications) and for firefighter audiences (e.g., via websites, magazines, and conferences). Also, assuming positive results and where applicable, indicate future steps that would support dissemination and implementation throughout the fire service. These are likely to be beyond the current project, so those features of the research activity that will facilitate future dissemination and implementation should be discussed. All applicants should specify how the results of the project, if successful, might be disseminated and implemented in the fire service to improve firefighter safety, health, or well-being. Additionally, an applicant should specify how the results of the project, if it does not achieve proposed goals, might be disseminated in the fire service to document lessons and inform future projects for improving firefighter safety, health, or well-being.

Mentoring (Early Career Investigator Applicants Only – 15%)

- An important factor in the evaluation of Early Career Investigator projects is the participation of a mentor(s) in the project. A mentor for the PI should be an experienced researcher in areas appropriate to the research project and be able to provide support to the PI for ongoing development of knowledge and skills throughout the project. The

mentor needs to have relationships with the fire service community sufficient to assist the PI in building relationships with fire departments and fire service organizations. The mentor has a role to support the applicant from defining the project and submitting the application for funding through the completion of a funded project. The applicant should identify the mentor(s) that has agreed to support the applicant and the proposed mentoring plan. In the plan, the applicant should discuss the role of the mentor(s) in the project and the expected benefits of the mentoring relationship to the applicant and the project. A biographical sketch and letter of commitment/support from the mentor(s) are required to be included in the Appendix document.

3. Additional Considerations:

The following considerations are not scored but may impact the evaluation of the entire application. This information may be used by FEMA during technical review prior to making funding decisions.

- Cost vs. Benefit: Cost vs. benefit in this evaluation element refers to the costs of the grant for the R&D project vs. the benefits that are projected for firefighters who would have improved safety, health, or well-being. Applicants should demonstrate a high benefit for the cost incurred and effective utilization of federal funds for research activities.
- Financial Need: In the Applicant Information section of the application, applicants must provide details on the need for federal financial assistance to carry out the proposed project(s). Included in the description might be other unsuccessful attempts to acquire financial assistance. Applicants should provide details about the organization's operating budget, including a high-level breakdown of the budget; the organization's inability to address financial needs without federal assistance; and other actions the organization has taken to meet their staffing needs (e.g., state assistance programs, other grant programs).
- Use of an Overmatch: Applicants who demonstrate the use of a cost-share overmatch are given additional consideration which will impact the evaluation of the entire application by application reviewers or FEMA during technical review.

G. Final Selection

Technical Evaluation Process (TEP)

The highest scoring project(s) for both activities will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of

application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards; and
- The extent of an applicant's need for an FP&S Program grant and the need to protect the United States as a whole.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By submitting an application, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

Note: The award package may contain changes made during the application review process. The recipient will only be responsible for completing the activities listed in the Approved Scope of Work section of the award package.

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

B. Pass-Through Requirements

Standard pass-through requirements in 2 C.F.R. Part 200 apply.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant and/or sub-applicant's own risk.

D. Obligation of Funds
Grant funds are obligated upon the offer of grant award.

E. Notification to Unsuccessful Applicants
FEMA GO will provide all applicants who do not receive an FY 2024 FP&S Program award with a turndown notification.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

a. ***Human Subjects Research***

The information in this section pertains to both FP&S Activity and R&D Activity applications with projects that include human subjects. See Appendix B – Programmatic Information and Priorities for more information on eligible projects involving human subjects. DHS/FEMA has a responsibility to ensure that mechanisms and procedures are in place to protect the safety of human subjects in DHS/FEMA-supported research. DHS requirements are set forth in 6 C.F.R. Part 46. A grant recipient must agree to meet all DHS requirements for projects using human subjects (and ensure any subrecipients or subcontractors meet those requirements) before implementing any work with human subjects.

For the definition of "research" and "human subjects," please see Appendix B – Programmatic Information and Priorities. If a project involves human subjects, the project must undergo review by an Institutional Review Board (IRB). The IRB must provide an approval or exemption determination. In addition, the DHS Compliance Assurance Program Office (CAPO) must review and concur with the IRB approval or exemption determination. Both IRB approval/exemption and DHS CAPO concurrence must precede any project activities involving human subjects.

b. ***R&D Activity – Research Terms and Conditions***

These Research Terms and Conditions implement the requirements of the Uniform Guidance (2 C.F.R § 200) issued by the Office of Management and Budget as it applies to research-related grants made by federal awarding agencies to institutions of higher education and nonprofit organizations, and consistent with government-wide research policy.

- Responsible and Ethical Conduct of Research - Applicants must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers who will be supported by FP&S Program funds to conduct research. Training plans should comply with federal laws covering the use of humans in research, and establish procedures for investigating and reporting research misconduct, conflicts of interest, and for managing recipient's responsibilities under a federal award consistent with the ethical principles of the Belmont Report. (See the National Research Act, Pub. L. 93-348 and the Federal policy for the Protection of Human Subjects or the "Common Rule," codified at 6 C.F.R.

Part 46.) Training plans are subject to review, upon request. The recipient shall ensure that these requirements flow down to all subrecipients or are otherwise appropriately addressed in the subaward.

- Academic Technology Transfer and Commercialization of University Research - Any institution of higher education, such as defined in section 101(A) of the Higher Education Act of 1965 (20 U.S.C. § 100(a)), that receives FP&S Program support and has received at least $25 million in total federal research grants in the most recently completed federal fiscal year shall keep, maintain, and make available upon request information concerning its general approach to and mechanisms for transfer of technology and commercialization of research results.

- Annual Meeting - The recipient agrees to participate in each two-day annual meeting that may take place during the period of performance and should include the primary staff involved with the grant (example: PI and one researcher). The award recipient also agrees to notify and allow participation/attendance by FP&S Program Office staff at key meetings involving grant activities.

- Acknowledgement - For any publication that results from FEMA grant-supported research, the award recipient must include an acknowledgment of FEMA grant support and the grant award number. If the award recipient issues any press releases concerning the outcome of the funded research, FEMA must be notified in advance to allow for coordination.

- Publications - The award recipient agrees to provide full public access to any peer reviewed scholarly publications directly arising from research funded by the Federal Government in whole or in part under this award. This shall be accomplished by the recipient providing FEMA the final published documents no later than twelve months after their initial publication for republication by FEMA, in keeping with FEMA's rights under 2 C.F.R. §200.315(b).

B. DHS Standard Terms and Conditions

A recipient of a federal award under this funding opportunity is required to comply with DHS Standard Terms and Conditions in effect at the time the award is issued. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package. NOTE: While not a requirement in the DHS Standard Terms and Conditions, as a best practice: Entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems.

Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of

core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

C. Financial Reporting Requirements

1. Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: SF-425 OMB #4040-0014. Recipients must file the FFR electronically using FEMA GO.
2. Recipients must submit the FFR *semi-annually* throughout the period of performance (POP) as detailed below:
    - **No later than July 30** (for the period Jan. 1 – June 30)
    - **No later than January 30** (for the period July 1 – Dec. 31)
    - Within 120 days after the end of the Period of Performance
3. The final FFR is due within 120 days after the end of the POP.
4. FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP.
2. A Performance Report must include:
    a. A brief narrative of overall project(s) status indicating progress toward project objectives;
    b. A summary of project expenditures;
    c. A summary of any products from research activities;
    d. A description of any potential issues that may affect project completion; and
    e. Other information specific to the Activities awarded.
3. The Progress Report must be submitted through FEMA GO.
4. Performance Report Due Dates
    - No later than July 30 (for the period Jan. 1 – June 30)
    - No later than January 30 (for the period July 1 – Dec. 31)
    - Within 120 calendar days after the end of the Period of Performance

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.
3. The final progress report detailing all accomplishments.
4. A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.

5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

If the final FFR and performance report periods coincide with the end of the period of performance, FEMA has discretion under 2 C.F.R. Part 200 to waive the last quarterly/semiannual/annual reports and only require the final FFR and performance report for closeout purposes. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(d).

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

Administrative Closeout
Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per 2 C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

Additional Reporting Requirements
As part of the closeout report, R&D Activity recipients must provide a minimum of ten (10) pages that emphasize results derived from the funded project. The format for this document should include the following sections:

- Describe the purpose of the research and the relevance of the results and products to the safety, health, or well-being of firefighters.
- List the specific aims of the research project. After each aim provide the following:
    - Describe the study design;
    - Describe the procedures/measures to achieve the aim;
    - Mention any deviation from the original grant aims or methods; and

- State the main outcome for each aim.

- Discuss the general outcome(s) of the entire project.
- Discuss implications for policy, practice, safety, health, or well-being of firefighters from completion of the project.
- State the highlights of dissemination activities completed or in process

F. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report
A recipient expending $1,000,000 or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507.

Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight
Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

J. Program Evaluation
Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes. OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413. Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements
Not applicable.

10. Other Information

A. Period of Performance Extension

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed. R&D Activity grants with a four-year POP are not expected to need an extension.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. Extensions are typically granted for no more than a six-month period.

B. Other Information

a. ***Environmental Planning and Historic Preservation (EHP) Compliance***

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, and/or new construction and/or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species or historic properties; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures and/or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.

b. *Procurement Integrity*

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317 – 200.327. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Manual and Contract Provisions Guide. Additional resources, including an

upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) and Tribal Nations must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and Tribal Nations must now follow 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, Tribal Nation, and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the federal procurement standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet.

2. Competition and Conflicts of Interest

2 C.F.R. § 200.319(b), applicable to local government and nonprofit recipients or subrecipients, requires that contractors that develop or draft specifications, requirements statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient or subrecipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient or subrecipient.

Under this prohibition, unless the recipient or subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post- award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;

- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the recipient or subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.**

Under 2 C.F.R. 200.318(c)(2), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about GSA programs for states, Tribal Nations, local governments, and their instrumentalities, can be found at Help for state, local, and tribal governments to make MAS buys | GSA and Purchasing Resources and Support for State and Local Governments.

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at

least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Tribal Nations are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

c. *Financial Assistance Programs for Infrastructure*

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: Build America, Buy America Act | FEMA.gov.

d. *Mandatory Disclosures*
The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (2 C.F.R. § 200.113)

e. *Termination Provisions*
FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Either party will provide written notice of intent to terminate to the other party no less than 30 days prior to the effective date of the termination.

1. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342.

2. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

3. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

4. Change in Program Goals or Agency Priorities

Pursuant to the terms and conditions of the award and to the extent authorized by law, FEMA may terminate the award if it no longer effectuates the program goals or agency priorities.

f. *Disability Integration*

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

g. *Record Retention*

1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions

- Purchase orders
- Contracts
- Invoices
- Canceled checks

h. ***Actions to Address Noncompliance***
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

i. ***Audits***
FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

11. Appendix A – FY 2024 FP&S Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the FP&S Program. Changes to the FY 2024 FP&S Program NOFO include:

- Under Section 3.E - Performance Measures and Targets
  - Added a performance measure for Wildfire Risk Reduction: Percent of target population receiving an intervention.
- Under Section 4.D - Program-Specific Documents and Information
  - Clarified that the Appendix is limited to 35 pages per project.
- Under Section 7.G.b.1. - Fire Service Panel Evaluation Criteria
  - Clarified the Potential Impact Criteria. Applicants should discuss the potential impact of the research outcome/product on firefighters. Applicants should discuss who will benefit directly from the research outcome/product i.e., the entire fire service or specific portions (career, volunteer, structural, wildland, fire investigators, etc.) The

discussion should be supported by describing the specific type(s) of impact to the safety, health, or well-being of the identified group from use of the results in practice.

- Under Section 7.G.b.2 - Science Panel Evaluation Criteria
  - Added that the roles and responsibilities of the entire research team must be described, including the relevant sub-contractors and sub-awardees involved in the project, under the Project Methods Criteria. Added that applicants should provide supporting information for the research team in the Appendix, including bio sketches and budget information.
- Under Appendix B.a – FP&S Activity Overview
  - Renamed the Fire and Arson Investigation Category to Origin and Cause Investigation Category.
  - Added cancer screenings and behavioral and mental health as examples of other eligible projects under the Origin and Cause Investigation Category.
  - Removed National Strategic Projects under the National/State/Regional Programs and Projects Category.
  - Clarified that costs for firefighter salary/overtime for fire suppression and operational activities are ineligible.
- Under Appendix B.c - R&D Activity Project Eligibility Information
  - Removed Database System Development as an R&D Activity Category. Clarified descriptions of the Preliminary Studies and Early Career Investigator Categories.

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on FP&S Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Supporting Definitions for this NOFO
Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

Human Subject means a living individual about whom an investigator (whether professional or student) conducting research:

1. obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or,
2. obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

Human subjects are the living participants involved in the testing of some object, measurement of physiologic or biologic process, providing an opinion about behavior, identifying personal behaviors, or participating in an intervention, either as a test or control person. Human subjects may be a healthy individual or a clinical patient.

Interest Organizations are national, regional, state, local, Tribal Nation and non-profit entities that are recognized for their experience and expertise in fire prevention and safety programs.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Research means a systematic investigation, including development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Research should be conducted in accordance with suitable methodologies set by specific professional fields and academic disciplines. Any research involving human subjects must be reviewed by an IRB (for details see Section 9.A.a.- Human Subjects Research of this NOFO). Only projects determined by an IRB as exempt from further IRB oversight are eligible for FP&S activity funding under the National/Regional/State Programs and Projects category.

State. as defined in 6 U.S.C. § 101(17), as any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

B. Funding Priorities

a. ***FP&S Activity Overview***

FEMA desires to provide flexibility to applicants to design innovative strategies and/or unique proposals that reach for a higher level of safety for the public with respect to fire and fire-related hazards. All proposals, as part of the vulnerability statement, will be evaluated on how well the applicant demonstrates the understanding of their actual community fire and safety risks. A community risk assessment should be used to document the "risk" as a basis for mitigation. If the applicant has evidence of a community risk, the application should be based on solving the problem that will reduce the risk. A risk analysis should be the foundation of the application.

Category Priorities and Eligible Projects

The following tables list the eligible categories and priorities under the FP&S Activity.

Community Risk Reduction Category

Community Risk Reduction Category - Program Priorities

According to data available to FEMA and the USFA, working smoke alarms and residential sprinklers greatly reduce the risk of fire casualties for the nation's residents. Therefore, under this category there are three distinct, but equal, priorities.

- **Smoke Alarm Installations:** Programs that target a specific high-risk population to conduct both door-to-door smoke alarm installations and provide home safety inspections, as part of a comprehensive home fire safety campaign. The comprehensive home fire safety campaign must also include an educational program that is delivered to the occupant at the time of the installation and inspection. Installation may include combination smoke and carbon monoxide alarms.

  Further, additional consideration will be given to applicants who incorporate supplies for deaf/hard-of-hearing alarm installations as part of their comprehensive installation and education effort (hardwiring of deaf/hard-of-hearing smoke alarms is eligible).

  FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.

  FEMA requires residential smoke and carbon monoxide detectors to be installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors.

- **Sprinkler Awareness:** Programs that include sprinkler awareness that affect the entire community in this effort, such as educating the public about sprinklers, promoting sprinklers, and demonstrating working models of sprinklers. Installation of sprinkler systems is only eligible if proposed as part of a sprinkler demonstration/educational effort.

  Fire sprinkler trailers/side by side trailers for the purpose of public education are eligible. 75% of usage must be dedicated to public education.

- **Risk Assessments**: Community-appropriate comprehensive risk assessments and risk reduction planning. WUI risk assessment projects should be applied for under this category.

  Note: Applications that request a risk assessment are precluded from applying for or being awarded additional projects.

Community Risk Reduction - Examples of Other Eligible Projects

- **Smoke Alarms:** Applicants who are unable to meet the above stated funding priority (door-to-door installations and home safety inspections) for this category are still eligible to apply for smoke alarms (or combination smoke and carbon monoxide [CO] alarms). This includes projects that encompass educational components that teach how smoke alarms work to provide early warning in case of a fire, while promoting the installation of smoke alarms and/or inspections to assure that previously installed smoke alarms are operational. Applicants who will not perform installation of the alarms should discuss in their Narrative Statement the methodology for ensuring that the alarms will be properly installed in accordance with the most recent NFPA 72 National Fire Alarm and Signaling Code. For example, 2022 Edition of NFPA 72, Chapter 29, specifically section 29.7.1 for carbon monoxide detectors and section 29.8.1 for smoke detectors. FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives.
- **Training:** Local or regional projects to educate or train personnel in the area of public education are eligible under this activity.
- **General Prevention/Awareness:** Projects that include general prevention initiatives, including lock-box installation, CO detectors, address markers, cooking range technologies, etc., are eligible under this activity.
- **Public Education:** National or local projects that promote the reduction of injury due to fire or other safety hazards are eligible under this activity. Projects may include burn prevention, media/public relations campaigns, injury prevention, or other community risk reductions that could be justified in the Narrative Statement.

  Educational props (educational tools), including fire extinguisher trainers, must be part of a comprehensive and detailed public safety education campaign.

  An LED/electronic sign is eligible if it is part of a comprehensive and detailed public safety education campaign. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to the comprehensive/detailed public education campaign. Additional restrictions apply (for details see Section 10.B.a- Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO).

  Eligible items also include escape planning, model homes, and curriculum delivery tools. Projects that will deliver training to the public in the area of automatic external defibrillators (AEDs), Cardio-Pulmonary Resuscitation (CPR), or age-appropriate fire extinguisher training will be considered. However, if the projects are for fire department operational staff, these projects should be requested under the AFG Program.

Community Risk Reduction - Examples of Other Eligible Projects
Fire safety trailers/houses for the purpose of educating the public on the basics of fire behavior and residential fire hazards are eligible and must be submitted under the Public Education Category. 75% of usage must be dedicated public education. • **Juvenile Fire Setter Prevention Projects:** Projects that are designed to mitigate the instances of fire set by children are eligible under this activity. Projects may have treatment and intervention components. The intervention components should be age appropriate.

Wildfire Risk Reduction

Wildfire Risk Reduction - Program Priority
Education and awareness programs that protect lives, property, and natural resources from fire in the WUI (not forestry), including Community Wildfire Protection Plans (CWPP) or programs supporting fire adapted community initiatives, should be applied for under this activity. Fuel reduction demonstrations, in a targeted location as part of an awareness and education effort, are considered but additional restrictions apply (for details see Section 10.B.a- Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Education and awareness programs should apply to the entire community such as educating the public about fire-related WUI risks, promoting fuel reduction, and may include a community Wood Chipper Program and/or External Home Sprinkler Kits. **Note:** WUI risk assessment projects should be applied for under the Community Risk Reduction, Risk Assessment Category.

Wildfire Risk Reduction - Examples of Other Eligible Projects
• External Home Sprinkler Kits - only eligible if proposed as part of a WUI education/awareness effort. • Wood Chipper Programs - only eligible if proposed as part of a WUI education/awareness effort. Wood Chipper Programs may include contract services for fuel reduction or removal (community wood chipper) or renting wood chippers plus salary and benefits for employees with dedicated community wood chipper duties. Wood Chippers may not be purchased through this grant program.

Code Enforcement/Awareness Category

Code Enforcement/Awareness Category - Program Priority
Projects that focus on first time or reinstatement of code adoption and code enforcement, including WUI fire codes for communities with a WUI-wildfire risk. See the U.S. Fire

Administration Wildfire and the Wildland Urban Interface (WUI) resources for additional information.

Code Enforcement/Awareness Category - Examples of Other Eligible Projects
• Assistance for the adoption or awareness of building codes. • Support for conducting inspections or pre-planning (including personnel costs, software, supplies, and training assistance). • Promotion of code enforcement to improve engineering and/or enacting fire-related ordinances for new construction.

Origin and Cause Investigation Category

Origin and Cause Investigation Category - Program Priority
Projects that aim to investigate every fire.

Origin and Cause Investigation - Examples of Other Eligible Projects	
• Origin and cause investigation trailers (trailers equipped to conduct/train to conduct fire origin and cause investigations) • Origin and cause investigation equipment (including PPE) • Origin and cause investigator training • Origin and cause-related surveillance equipment	• Arson prevention training • Personnel costs • Educational materials • Media equipment • Cancer screenings • Behavioral and/or mental health

National/State/Regional Programs and Projects Category

National/State/Regional Programs and Projects - Program Priority

Projects should aim to measurably change behavior and decision-making of the target audience. Projects should communicate and disseminate strategies to measurably effect change.
 	
Projects may include, but are not limited to, the following:
• Projects that focus on residential fire issues, such as:
  ◦ Projects that reduce the fire fatality rate;
  ◦ Projects that advance the adoption and awareness of current building codes; and,
  ◦ Projects that focus on first-time or reinstatement of code adoption and code enforcement.
• Projects that focus on firefighter safety, health, and well-being by dissemination and

National/State/Regional Programs and Projects - Program Priority

implementation of programs, policies, or products from previous research studies that used rigorous scientific methods to determine effectiveness.
• Other projects that do not include a research component, such as:
  • Projects that address emerging fire risks associated with battery powered devices ;
  • Projects that promote code enforcement to improve engineering and/or enacting fire-related ordinances for new construction;
  • Projects that address abandoned building issue;
  • Projects that improve occupational factors and injury/illness/disease/death/behavior health.
 	
Projects requiring IRB approval to work with human subjects are not eligible. Projects with an IRB exemption determination may be eligible (for details see Section 9.A- Human Subjects Research of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter and IRB application must be provided at time of application.
 	
Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

Ineligible Projects and Items

Applicants must correlate the activities for which funding is requested and the identified problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will support FP&S Program objectives. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

The following table describes the projects and items that are **ineligible** under the FP&S Activity:

Ineligible Projects and Items for FP&S Activity	
• Educational props (e.g., tools that are used in educational or awareness demonstrations) that are not part of a comprehensive educational program, a planned educational effort, or lack description of these elements • Costumes and/or puppets that are not part of a comprehensive educational program • AED, CPR, or fire extinguisher training for operational staff	• Fire suppression or EMS equipment, supplies, and vehicles • Firefighter salary/overtime for fire suppression and operational activities • Fire extinguishers • Firefighting training tools, props or equipment, PPE, fitness equipment, immunizations, or firefighter physicals (NOTE: PPE traditionally worn in fire suppression may also be appropriate for origin and cause investigation when a

Ineligible Projects and Items for FP&S Activity	
• Fire hydrants/dry hydrants, supplies, labor, and installation costs • Weather/disaster notification devices (e.g., sirens) • Intruder alerting systems and deployment notification systems • Driver simulator training tools that are not part of a state or national education effort that leads to driver certifications compliant to NFPA 1002 or its equivalent • Sprinkler head caps • Development of administrative documents (e.g., Standard Operating Procedures, manuals) • Live animals • Firearms • Fire extinguisher training for children under 14 years old and adults over the age of 65 • Equipment that is considered entertainment as opposed to educational tools that are part of a comprehensive program • Fire extinguisher training that is not part of a comprehensive prevention/education program • Vehicles (not including tow vehicles, which are limited to $6,000 per application) • Dollar amount for giveaways (plastic fire helmets, stickers, plastic badges, coloring books, marketing items, etc.) is limited to $2,500 per project (or $5,000 for a regional project). The cap does not apply to state or national projects. Safety devices are not considered giveaways (such as potholders) because the intended purpose of the item is to directly reduce risk or prevent injury. • Inflatable bounce houses (this does not include houses with non-inflatable	risk for reignition exists, and is allowable under the Origin and Cause Investigation Category if justified in the Narrative Statement) • Trailers for the purpose of firefighting training/suppression (such as burn trailers or maze trailers) • Installation of sprinkler systems that do not include an educational/ demonstration component • Suppression-related training including Firefighter I, Firefighter II, wildland firefighting, training exercises, or drills for suppression or disasters activities • Communication equipment, including portable radios or computer-aided dispatch (CAD) systems • Community projects that include the use of tot finder/child finder, seniors, or pet finder decals • Hydrant poles or markers • Fire-retardant house gel(s) • Alarm system and alarm system installation • Fire safety equipment (e.g., smoke alarms, CO detectors, surge protectors) that does not adhere to a fire service recognized standard (e.g., non-UL, listed, ANSI fire safety equipment) • Equipment that has no intrinsic fire prevention or life safety education application • Command Center Packages on fire safety trailers • Prescribed burns • Fuel reduction equipment, such as purchase of wood chippers • Vegetation removal equipment • Fuel or vegetation removal/reduction on public land • Entertainment: electronics, events, etc.

Ineligible Projects and Items for FP&S Activity	
floors, commonly used in education programs) • Unmanned Aerial Vehicles (UAV), drones, or related costs • Research and development • Creation of new databases • Projects requiring IRB approval to work with human subjects • Code plan review stations • Technology development/building of virtual reality games/simulations • Construction costs, including constructing buildings or making major alterations to a building that changes the profile or footprint of the structure.	• Props (except as required for educational programs) • Robotics • Demonstration tugboats • Evacuation roads • Ballistic vests • Body cameras • Remodeling/renovations to an existing facility is only eligible if limited to minor interior alterations costing less than $10,000 • Other items or services that do not directly support the FP&S Program objectives • Items/activities intended to be primarily funded under the Assistance to Firefighters Grant (AFG) Program or Staffing to Adequate Fire and Emergency Response (SAFER) Program. Fire departments that wish to carry out internal, local, firefighter safety and well-being projects should apply under the AFG Program.

Regional Project

A regional project is an opportunity for an eligible FP&S Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating FP&S Activity-eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any FP&S Activity or R&D Activity project; however, it cannot be for the same item. For example, a department cannot apply for smoke alarms under its own organization and participate in a regional smoke alarm project.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of

involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible FP&S Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

b. *R&D Activity Overview*

The goal of the R&D Activity is to reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being. Projects that address the National Fire Service Research Agenda with respect to firefighter health and safety are strongly encouraged.

c. *R&D Activity Project Eligibility Information*

All proposed projects under the R&D Activity must address the potential for improvement in firefighter safety, health, or well-being both in the short term and long term. Proposed projects must also address the potential for a successful research outcome to be disseminated and implemented in the fire service and reduce firefighter fatalities or injuries. Applicants are strongly encouraged to seek partnerships with the fire service that will support the ongoing project efforts from design through dissemination and implementation.

The following are descriptions of the four R&D Activity categories. These categories are not listed in order of importance. This is not intended to be an all-inclusive list of projects that will be considered. Applicants may also find the abstracts of previously funded R&D Activity projects on the FP&S Program Website.

Clinical Studies

This category includes projects that address behavioral or physiological and medical research activities.

Technology and Product Development

This category includes projects that result in outcomes that can enhance safety and effectiveness of firefighter activities. Projects can develop new technology or adapt existing products and technology to new uses.

Preliminary Studies

This category includes projects that may require information, evidence, experimentation, and study to justify a larger and complete project that can impact firefighter safety, health, or well-being. Preliminary studies may be proposed to obtain enough evidence to justify a future larger study.

Early Career Investigator

This category is defined by the qualifications of the principal investigator (PI) and includes all types of research projects to improve firefighter safety, health, and well-being This category is reserved for projects led by a PI who received a terminal academic degree (a doctoral level, professional level, or equivalent advanced level research degree) or ended post-graduate training

(such as a post-doctoral fellowship or residency, whichever date is later) within 10 years of the opening date of the application period and who has not been a PI on a previous FP&S Program award. These projects are limited to a maximum $600,000 federal share.

Special Emphasis Topics
The following considerations are not scored but may be used by application reviewers or by FEMA during technical review prior to making final funding decisions.

- **Mental Health and Well-being**
  Projects that address firefighters' concerns with post-traumatic stress, depression, suicide, and related mental health and well-being issues.

- **Occupational Health**
  Projects that aim to understand the occupational health of firefighters, such as those that study the impact of chemical exposures on firefighter health, safety, and well-being.

- **Wildland and WUI**
  Projects that aim to mitigate the safety and health hazards associated with wildland firefighting.

Ineligible Projects and Items
The following table describes projects and items that are ineligible under the R&D Activity.

R&D Activity Ineligible Projects and Items	
• Projects that focus primarily on curriculum development and delivery of education or training materials • A descriptive project about the fire service or any project without reduced firefighter injury or enhanced firefighter safety aims • Projects that emphasize funding for service delivery	• Projects with local emphasis and little or no indication of application to the broader fire service • Applications that include violations of intellectual property • International travel to attend conferences or disseminate results • Projects to purchase stock in any entity

13. Appendix C – Award Administration Information

Appendix C contains detailed information on FP&S Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

A. Help FEMA Prevent Fraud, Waste, and Abuse
If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

B. Grant Writer/Preparation Fees
Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. Grant writer fees must be paid between the 90 days prior to the publication date of this NOFO and up to 30 calendar days after the application period closes. For grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

C. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with FP&S Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

D. Taxes, Fees, Levies, and Assessments
Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible FP&S Program acquisition activity may be charged to an FP&S Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the FP&S Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible FP&S Program acquisition activity, are not chargeable to any FP&S Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit* Federal Communications Commission | The United States of America (fcc.gov).

E. Excess Funds
After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

F. Payments and Amendments

FP&S Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance FP&S Program payment/drawdown request. EHP review requirements must be met before advanced payments.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of FP&S Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement FP&S Program payment/drawdown request.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305.

Payment Requests During Closeout

A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and

received during the period of performance of the award. FEMA may request documentation supporting the reimbursement.

Amendments
FEMA may approve FP&S Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity or mission, retroactive approval, closeout issues, and some excess funds requests; and/or,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with FP&S Program goals and objectives.

G. Disposition of Grant Funded Equipment
A recipient must use, manage, and dispose of FP&S Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an FP&S Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the FP&S Program Help Desk prior to the disposition of FP&S Program-funded equipment.

AGENDA ITEM NO. 7.L

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Clerk of Courts
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the fixed asset transfers and disposals as presented by the Hardee County Clerk of Court.
SUGGESTED ACTION:	

ATTACHMENTS:
Assets Sheet.pdf
Brother EM-530 Typewriter.pdf
HP Laser Jet P3015.pdf
Dell Monitor.pdf
Canon Scanner.pdf
Optiplex 3040.pdf

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
417 WEST MAIN STREET, SUITE 202
WAUCHULA, FL 33873
PHONE : (863) 773-4174 WEBSITE
: WWW.HARDEECLERK.COM

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Lindsey Barwick, Fixed Assets/Property Control c/o Clerk of Courts
Email: lbarwick@hardeeclerk.com, Phone: 863 773-4174 ext. 7228 Fax: 863 773-4422

Attn: Lindsey Barwick **Subject:** Transfer/Disposition of Fixed Assets/Equipment.

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition **
1		Computer Towers (18)	
2		Dell Monitors (24)	
3		HP Printers (16)	
4		Canon Scanner (1)	
		Brother EM530 Typewriter (1)	
6		Dell All-In-One Moniter (1)	
7		Kodak Photo Printer (1)	
8		Card Printer (1)	
10			
11			
12			
13			
14			
15			
16			

Transfer X Surplus ___ Parts ___ Lost/Stolen ___ Disposal to Landfill ___ Auction ___

Other _____

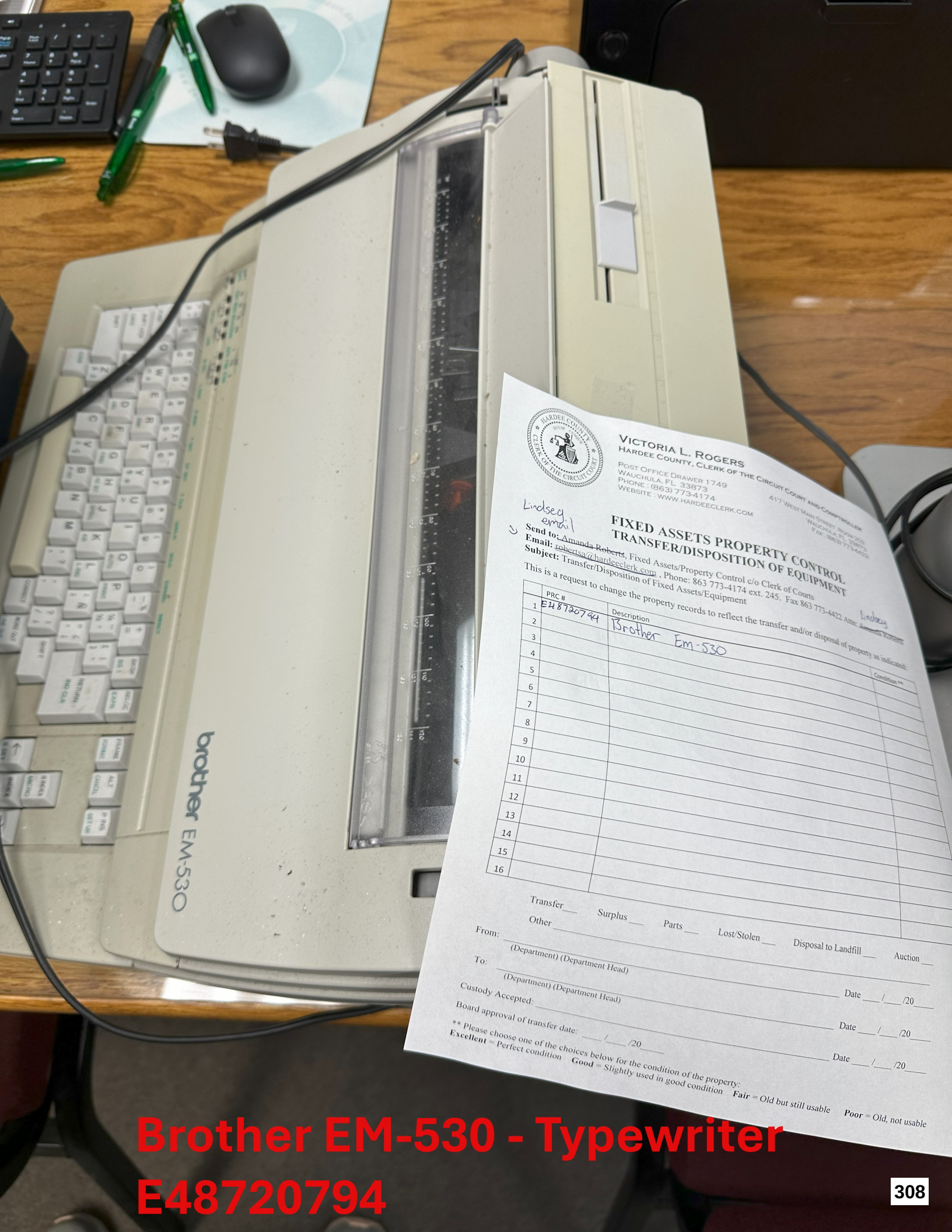
From: Charlene Albritton _____ Date 06/ 03 /20 24
(Department) (Department Head)

To: _____ Date ___/___/20___
(Department) (Department Head)

Custody Accepted: _____ Date ___/___/20___

** Please choose one of the choices below for the condition of the property:
Excellent = Perfect condition **Good** = Slightly used in good condition **Fair** = Old but still usable **Poor** = Old, not usable

Board approval of transfer date: ____ /____ /20_____

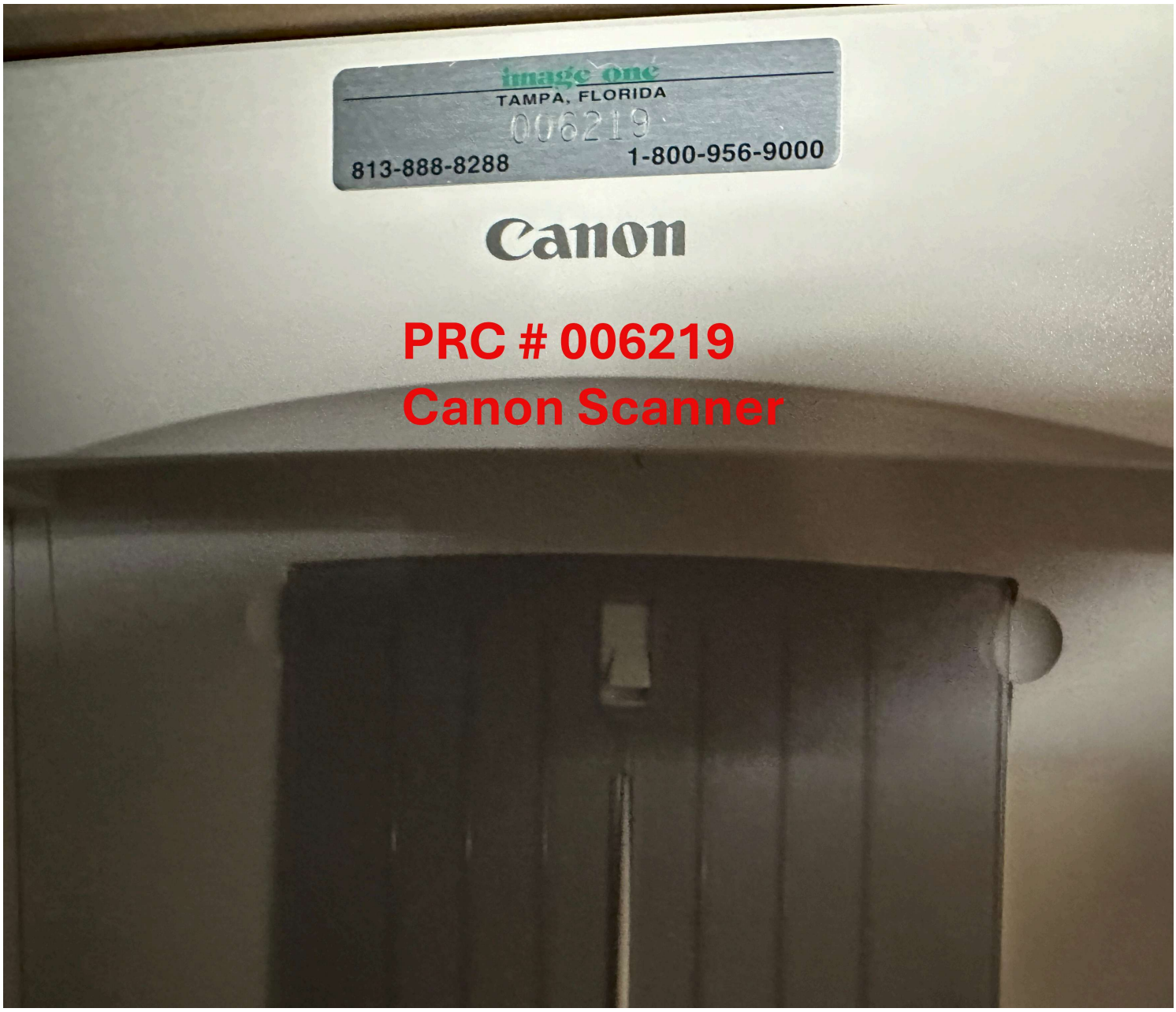


Brother EM-530 - Typewriter
E48720794



Hewlett Packard Printer Laser Jet P3015
Serial No VNBCC4M2XN


Dell Monitor P2314Ht
S/N: CN017R1K3-74445-42Q-490L
MANUFACTURED DATE: FEB 2014


image one
TAMPA, FLORIDA
006219
813-888-8288
1-800-956-9000
Canon
PRC # 006219
Canon Scanner


OptiPlex 3040
DELL
DELL
PRC # 01-02-130
Dell Optiplex 3040
Service Tag 1TT8F82
Express Service Code:
3979403282

AGENDA ITEM NO. 7.M

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Change Order 1 with Ajax Building Company, LLC for the Emergency Operations Center Facility in the amount of $70,000.90; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo.pdf
Change Order 1.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Christopher Simpron, Assistant County Manger

From: Bobby Keene, Capital Projects Manager

Date: July 19th, 2025

Re: **New Emergency Operations Center Facility – Change Order 1 – Increase the Pre-Construction Budget Amount due to Building Permit Fees.**

During the preconstruction phase of the New Emergency Operations Center Facility. Permitting fees were found to be larger than estimated. Resulting in the requirement for a Change Order to increase the Pre-Construction Budgeted amount for the project.

The attached Change Order 1 reflects original amount of the contacted Pre-Construction budget executed on January 3rd, 2025. Notating the net change increase of $70,000.90 to be used for permitting fees. Making the new budgeted amount for Pre-Construction Activity $157,037.93

The additional funds for this line item will be used from the existing Grant Agreement awarded for the overall project.

County Staff is seeking ratification of the Change Order 1 signed by all parties and the County Manager.

CONTRACT CHANGE ORDER

CONTRACTOR: CMAR - AJAX Building Company, LLC	**CHANGE ORDER No**. 1 PROJECT: New Emergency Operations Center Facility **PROJECT No**.
OWNER: Hardee County Board of County Commissioners	**ENGINEER:** Architect Design Group, INC.
DATE OF ISSUE: January 3rd, 2025	**EFFECTIVE DATE**: June 5th, 2025

The Contractor is hereby directed to make the following changes in the Contract Documents.
Description: Change Order #1 - Modifications to various items within the Description of Work not to exceed project
Reason for Change Order:

1. To increase Pre-Construction budget amount due to **Building Permit Fee.**

Attachments: (*List documents supporting change and justifying cost and time)*
Spreadsheet detail showing original Scheduled Value of GMP and Total Cost.

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $87,037.00	Original Contract Times: January 3rd, 2025
Net changes from previous C. O.'s No.1 to N/A	Net changes from previous C. O.'s N/A
Contract Price Prior to This Change Order: $87,037.00	Contract Times prior to this Change Order: N/A
Net Increase (decrease) of this Change Order: $70,000.90	Net **Increase** (decrease) of this Change Order: N/A
Contract Price with all Approved Change Orders: $157,037.90	Contract Times with all Approved Change Orders: N/A
RECOMMENDED: (Engineer) By: Date: Selene Ramirez (Jun 11, 2025 13:07 EDT)	APPROVED: (Owner) By: Terry Atchely Date: Terry Atchely (Jun 11, 2025 13:24 EDT)
ACCEPTED: (Contractor) By: Date:	REVIEWED: (Funding Agency) By: Date:

CMAR - AJAX Change Order 1

Final Audit Report 2025-06-11

Created:	2025-06-06
By:	Bobby Keene (bobby.keene@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgt-c5CQpZ7AkSJumCVmvhzUOgnwyzUHg

"CMAR - AJAX Change Order 1" History

Document created by Bobby Keene (bobby.keene@hardeecounty.net)
2025-06-06 - 5:15:05 PM GMT

Document emailed to Tim Sewell (tim.sewell@ajaxbuilding.com) for signature
2025-06-06 - 5:15:09 PM GMT

Email viewed by Tim Sewell (tim.sewell@ajaxbuilding.com)
2025-06-09 - 12:28:26 PM GMT

Document e-signed by Tim Sewell (tim.sewell@ajaxbuilding.com)
Signature Date: 2025-06-09 - 12:29:34 PM GMT - Time Source: server

Document emailed to Selene Ramirez (selener@adgusa.org) for signature
2025-06-09 - 12:29:36 PM GMT

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2025-06-11 - 5:03:53 PM GMT

Document e-signed by Selene Ramirez (selener@adgusa.org)
Signature Date: 2025-06-11 - 5:07:24 PM GMT - Time Source: server

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2025-06-11 - 5:23:38 PM GMT

Document e-signed by Terry Atchely (terry.atchley@hardeecountyfl.gov)
Signature Date: 2025-06-11 - 5:24:21 PM GMT - Time Source: server

Agreement completed.
2025-06-11 - 5:24:21 PM GMT

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Special Exception 25-28 to Construct an Anaerobic Digester Facility
SUGGESTED ACTION:	- Motion to approve Special Exception 25-28 to allow for the construction of a natural gas facility and anaerobic digestor for Johnson-Hardee Holdings LLC; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Anaerobic Digester Facility Special Exception 25-28.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 06/19/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Special Exception - Johnson-Hardee Holdings, LLC

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Record of Decision.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

HARDEE COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT
STAFF REPORT

Agenda No: ***SE—25-28***

Request: Applicant-initiated request for a Special Exception to develop an anaerobic digestor to recycle and process food waste into methane gas on 160.21 +/- acres of land in the A-1 (Agriculture) zoning district.

Applicant/ Property Owner: Johnson-Hardee Holdings, LLC
P.O. Box 277
Wauchula, FL 33873

Authorized Representative: Andrew Wishman
Kimley-Horn
109 S. Kentucky Avenue
Lakeland, FL 33801

Location: North and South side of Locklar Road at bend in road.

Parcel Identification No.: 09-33-26-0000-03750-0000

Site Size: 160.21 +/- acres

Existing Land Use: Agriculture
Existing Zoning: Agriculture (A-1)

Surrounding Zoning: All surrounding properties are zoned A-1

Surrounding Land Use: All surrounding properties have an Agriculture Future Land Use designation.

Summary of Analysis:

The request is to develop an anaerobic digester on the portion of the property located on the north side of Locklar Road. The development will consist of 2 digesters, warehouse and office space. Food waste will be delivered to the site, and initially processed to remove any packaging or inorganic material. Microbial activity in the digesters will break down the material and produce methane gas, which will then be piped to a nearby natural gas transmission pipeline. The digesters will operate 24 hours a day, and there will be remote monitoring of functions, with deliveries and onsite management between the hours of 6 a.m. and 6 p.m.

Findings of Fact:

- *The site of the request is located in the Agriculture (A-1) zoning district.*
- *The submitted application is for Parcel ID No.* 09-33-26-0000-03750-0000;

- *The site is located on the north side of Locklar Road (Local Road).*
- *Current (2016) traffic volumes are 123 AADT on Locklar Road.*
- *The site will be serviced by private well and septic.*
- *Best available information identifies an isolated flood zone and wetlands area on the site, comprised of a small pond.*
- *This SDP application was reviewed by the Hardee County Development Review Committee (DRC) and a meeting with the applicant's representative was conducted on April 2, 2025.*

STANDARDS OF REVIEW

Article 9, Section 9.08.04, Standards of Review for Special Exceptions are as follows:

A. Whether and to what extent, the Special Exception use at the particular location for which it is proposed, is necessary or desirable and in the interest of furthering the Comprehensive Plan, of providing for the public convenience, or of contributing to the general welfare of Hardee County.

The anaerobic digester will recycle food waste, reduce landfill loads, and produce alternative fuel in the form of natural gas.

B. Whether and to what extent all steps have been taken by the developer to minimize any adverse effects of the Special Exception use on the immediate vicinity and on the health, safety and welfare in general.

The applicant has located the digester in a remote portion of the county with minimal incompatible land uses nearby, and is ensuring all appropriate and required odor reducing methods are employed to minimize any potential impacts on those surrounding land uses.

C. Whether and to what extent, planned or proposed public and private developments may be adversely affected by the Special Exception use.

There are no planned public or private developments in the vicinity of this request.

D. Whether and to what extent, existing zoning and land use in the vicinity of the Special Exception use require special considerations and conditions.

It is not expected that any special considerations are necessary.

E. Whether and to what extent, the proposed Special Exception is compatible with the following standards:

(1) Whether one or more of the following design standards proposed for the subject property will differ substantially from the design standards currently allowed for any of the adjacent properties, such as:

Yards, Setbacks, Height, Lot Coverage, Impervious Surface Coverage, Parking, Hours of Operation

The proposed digester facility will meet all yard and setback requirements. While hours of operation will be 24/7, manned operations will only occur between 6 a.m. and 6 p.m. With regards to building height requirements, the digesters must necessarily exceed the maximum 40' building height in order to function properly and minimize potential impacts. Staff finds the digester are structures not dissimilar to communications towers, being functionally dependent upon height. Furthermore, staff finds that the digesters will not have adverse impacts upon surrounding uses (agriculture and mining). Therefore, staff supports the treatment of the digesters similar to communications towers (1 foot of structure setback for every foot of structure height), and finds that the proposed digesters exceed the 1 foot of setback per 1 foot of height requirement.

(2) *Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties.*

The intensity or density of use will not adversely affect surrounding agricultural and mining land uses.

(3) *Whether the proposed change in land use will adversely alter the existing land use pattern.*

No change in land use pattern is proposed. Land uses will continue to be agricultural and low intensity light industrial uses.

(4) *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety.*

The proposed digester will be consistent with the low traffic volume and low intensity uses characteristic of the area.

(5) *Whether the proposed change in land use will adversely affect the drainage of the property.*

No impacts to the drainage in the area are anticipated. The retention pond will retain onsite runoff up to the 100 year, 24 hour storm event.

(6) *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties.*

All necessary precautions and best management practices are being taken to minimize odor impacts to adjoining properties.

(7) *Whether the proposed change in land use will adversely affect the property values of the adjacent properties.*

No change in property values is anticipated.

(8) Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties.

The proposed use is not expected to generate noticeable glare or noise. The facility is being designed to contain all odors witin the boundaries of the property.

(9) Whether the proposed change in land use would create a mixture of land uses so dissimilar to the existing pattern of development, that the overall quality and character of the surrounding neighborhood would be degraded.

The proposed digester will match the existing land use pattern of agricultural and light industrial uses (mining) of the area.

(10) Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.

While odor impacts are a concern, several techniques can (and are going to be implemented) be utilized to minimize those impacts.

Conclusion:

The granting of a Special Exception is in compliance with the Hardee County Comprehensive Plan and is not contrary to the standards set forth in the Hardee County ULDC.

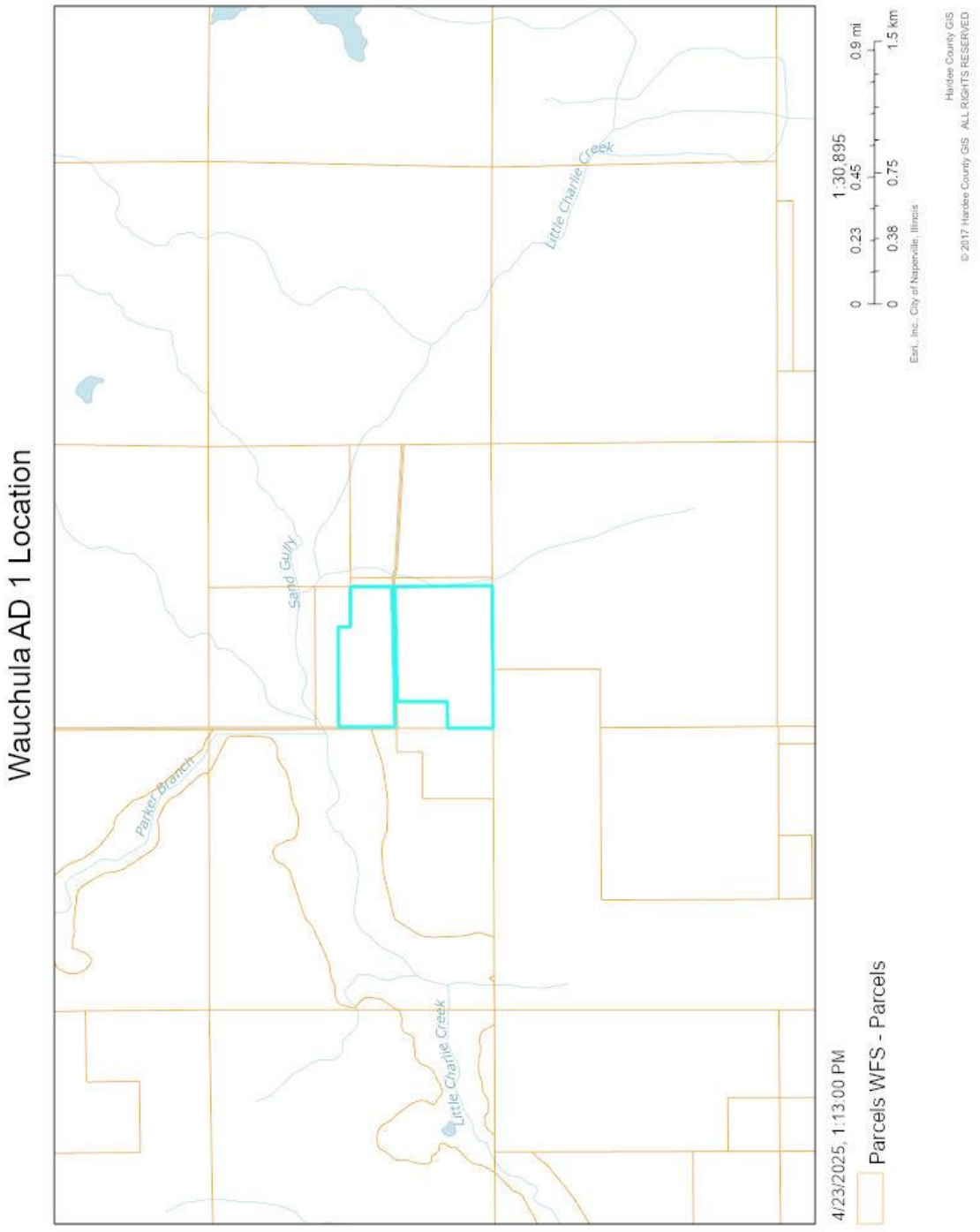
Recommendation:

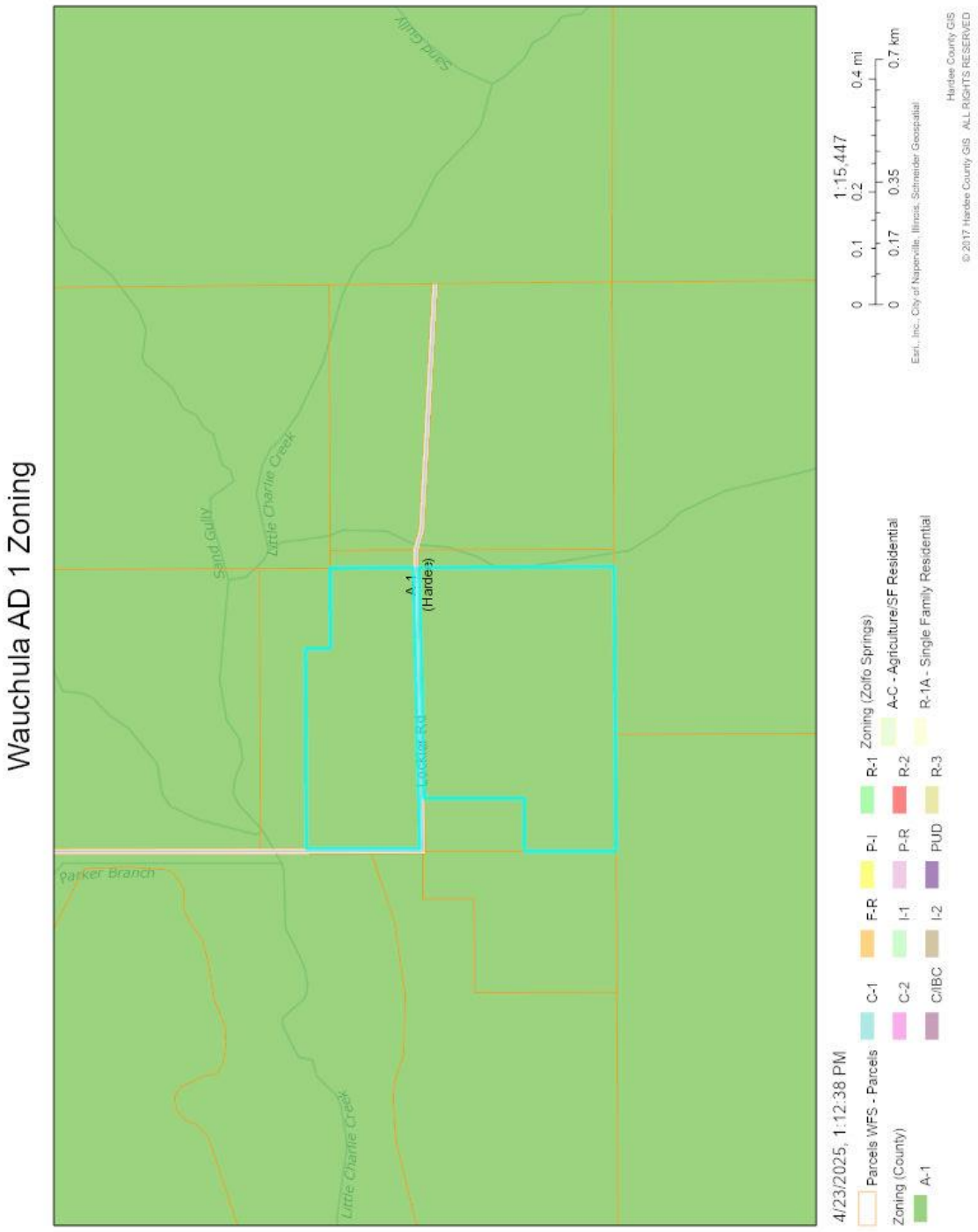
Staff recommends **APPROVAL** of Agenda No. SE-25-28 and to the Board of County Commissioners, and notes that the Planning and Zoning Board also recommended approval of Agenda No. SE-25-28 with the recommended condition.

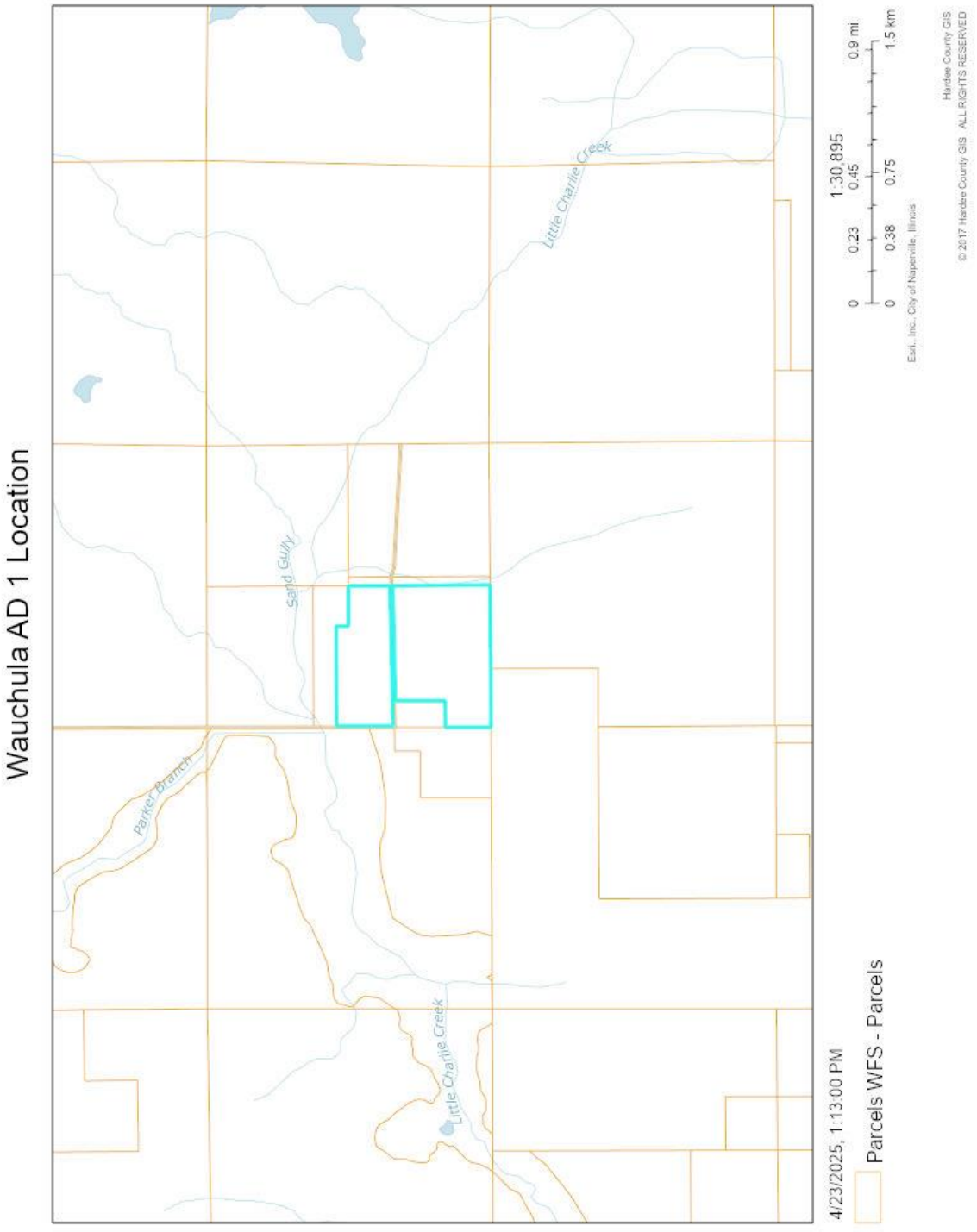
Conditions:

1. The Special Exception Use must be initiated within 12 months of final approval. Initiation occurs with the pulling of an operating permit.

Enc: Application
Location Map
Zoning Map
FLU Map


Wauchula AD 1 Location
Little Charlie Creek
Sand Gully
Parker Branch
Little Charlie Creek
1:30,895
0 0.23 0.45 0.9 mi
0 0.38 0.75 1.5 km
Esri, Inc., City of Napierville, Illinois
Hardee County GIS
© 2017 Hardee County GIS ALL RIGHTS RESERVED
4/23/2025, 1:13:00 PM
Parcels WFS - Parcels


Wauchula AD 1 Zoning
Sand Gully
Little Charlie Creek
Parker Branch
A-1
(Hardee)
4/23/2025, 1:12:38 PM
Parcels WFS - Parcels
Zoning (County)
A-1
Zoning (Zolfo Springs)
C-1
C-2
C/IBC
F-R
I-1
I-2
P-I
P-R
PUD
R-1
R-2
R-3
A-C - Agriculture/SF Residential
R-1A - Single Family Residential
1:15,447
0 0.1 0.2 0.4 mi
0 0.17 0.35 0.7 km
Esri, Inc., City of Naperville, Illinois, Schneider Geospatial
Hardee County GIS
© 2017 Hardee County GIS ALL RIGHTS RESERVED


Wauchula AD 1 Location
Little Charlie Creek
Sand Gully
Parker Branch
Little Charlie Creek
1:30,895
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0 0.38 0.75 1.5 km
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4/23/2025, 1:13:00 PM
Parcels WFS - Parcels

RECORD OF DECISION AND NOTICE OF BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY

PROPERTY OWNER Johns-Hardee Holdings LLC
P.O. Box 277
Wauchula, FL 33873

DATES OF HEARING
P/Z 05/22/2025
BoCC 06/19/2025

APPLICANT Johns-Hardee Holdings LLC
P.O. Box 277
Wauchula, FL 33873

AGENDA NO. 25-28

LEGAL DESCRIPTION Parcel No. 09 33 26 0000 03750 0000----160.2+/-acres

*see attached legal description

YOU ARE HEREBY NOTIFIED that based on and after due consideration of your application and, upon public hearing by the Planning and Zoning Board and the Board of County Commissioners, your request for approval of a **Special Exception** to allow for the construction of a Natural Gas facility and Anaerobic Digestor on 160.2 +/-acres zoned Agriculture in the Agriculture Future Land Use Category has been approved with conditions pursuant to this Record of Decision.

Conditions:

1. Special Exception must be exercised within 12 months of this approval (as evidenced by the pulling of a permit)

_____ _____
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\SPEC EXC\Johnson-Hardee Holdings—Natural Gas facility and Anaerobic digestor--0619-2025

Legal Description:

Parcel No. 09-33-26-0000-03750-0000 (160.21-acre grove) OR 373/707

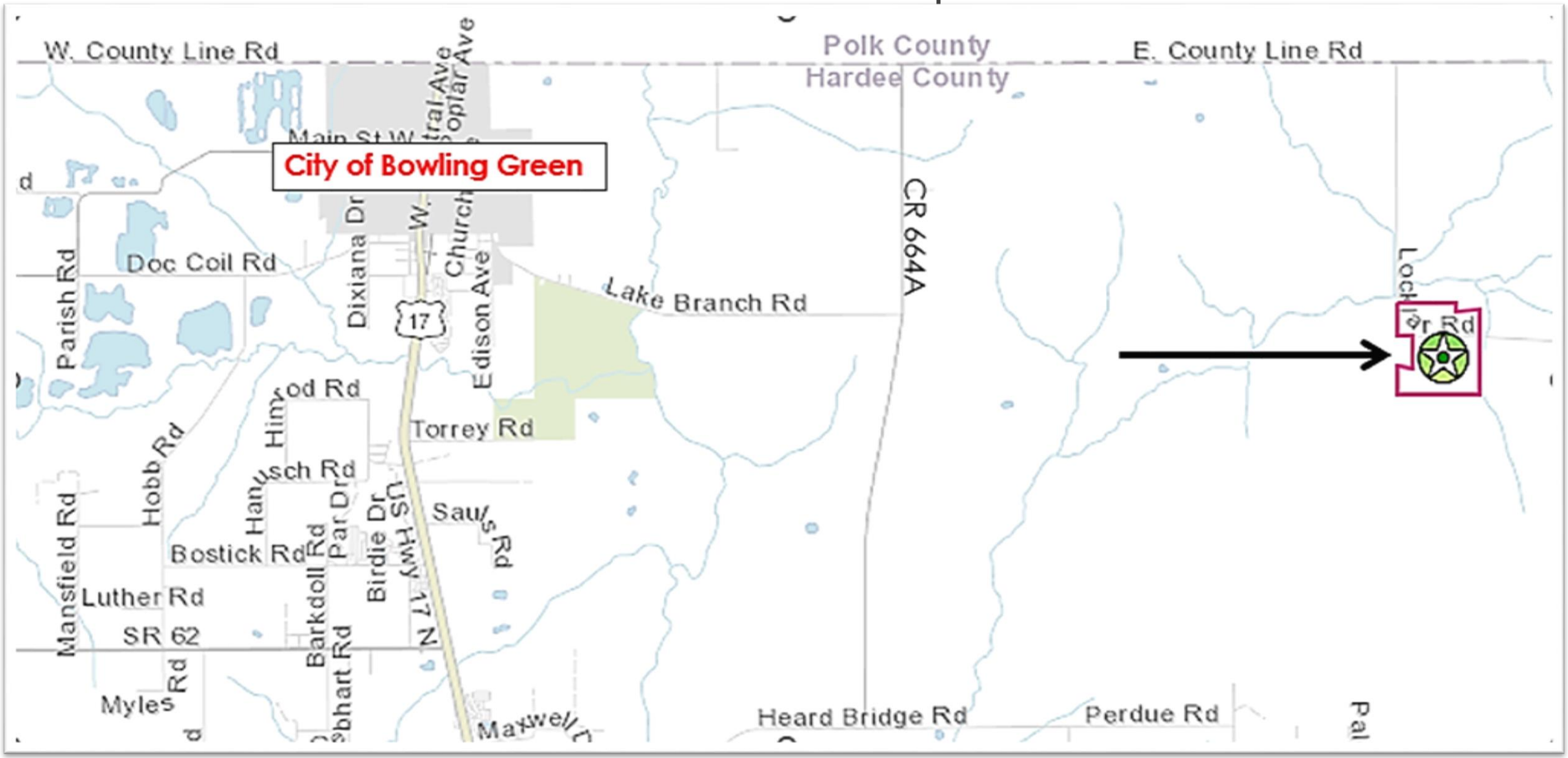
The SW ¼ of Section 9, Township 33 South, Range 26 East, Hardee County, Florida, LESS AND EXCEPT: Begin at the Southwest corner of the NW ¼ of the SW ¼ of Section 9, Township 33 South, Range 26 East; run East 493.7 feet to a point on the North-South fence; thence North along fence line 471.7 feet; thence West 490.7 feet to a point on the West line of said Section 9; thence South 466.7 feet to a Point of Beginning; AND LESS five acres out of the NW ¼ of SW ¼ of SW ¼ of Section 9, Township 33 South, Range 26 East, described as follows: Commence at the Southwest corner of said Section 9, Township 33 South, Range 26 East, and run North 853.16 feet to East-West fences to Point of Beginning; thence East along said fence 496.7 feet to fence corner; thence North along fence 476.7 feet; thence West 493.7 feet to West line of said Section 9 to the Northwest corner of said SW ¼ of SW ¼; thence along Section line 474.7 feet to Point of Beginning, containing 150 acres more or less. Together with deep well, pump and pump motor thereon; AND
The South 234.0 feet of the West 1900.0 feet of the NW ¼ of Section 9, Township 33 South, Range 26 East, Hardee County, Florida.

HARDEE COUNTY

Request for a Special Exception -Staff Report

PRESENTED BY: TODD MILLER– COMMUNITY DEVELOPMENT DIRECTOR

Location Map

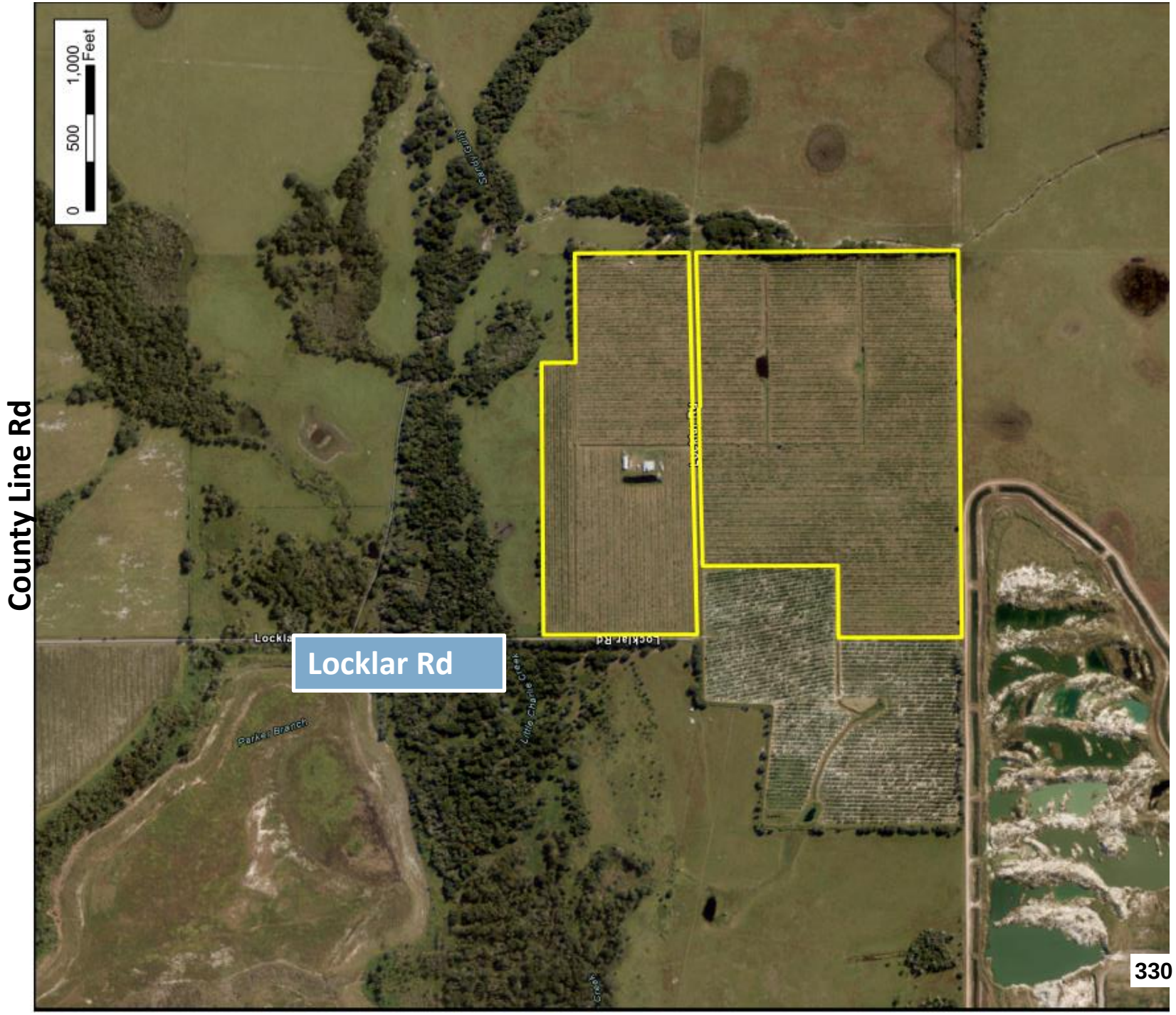


SE – 25-28

P.O. – Johnson-Hardee Holdings LLC

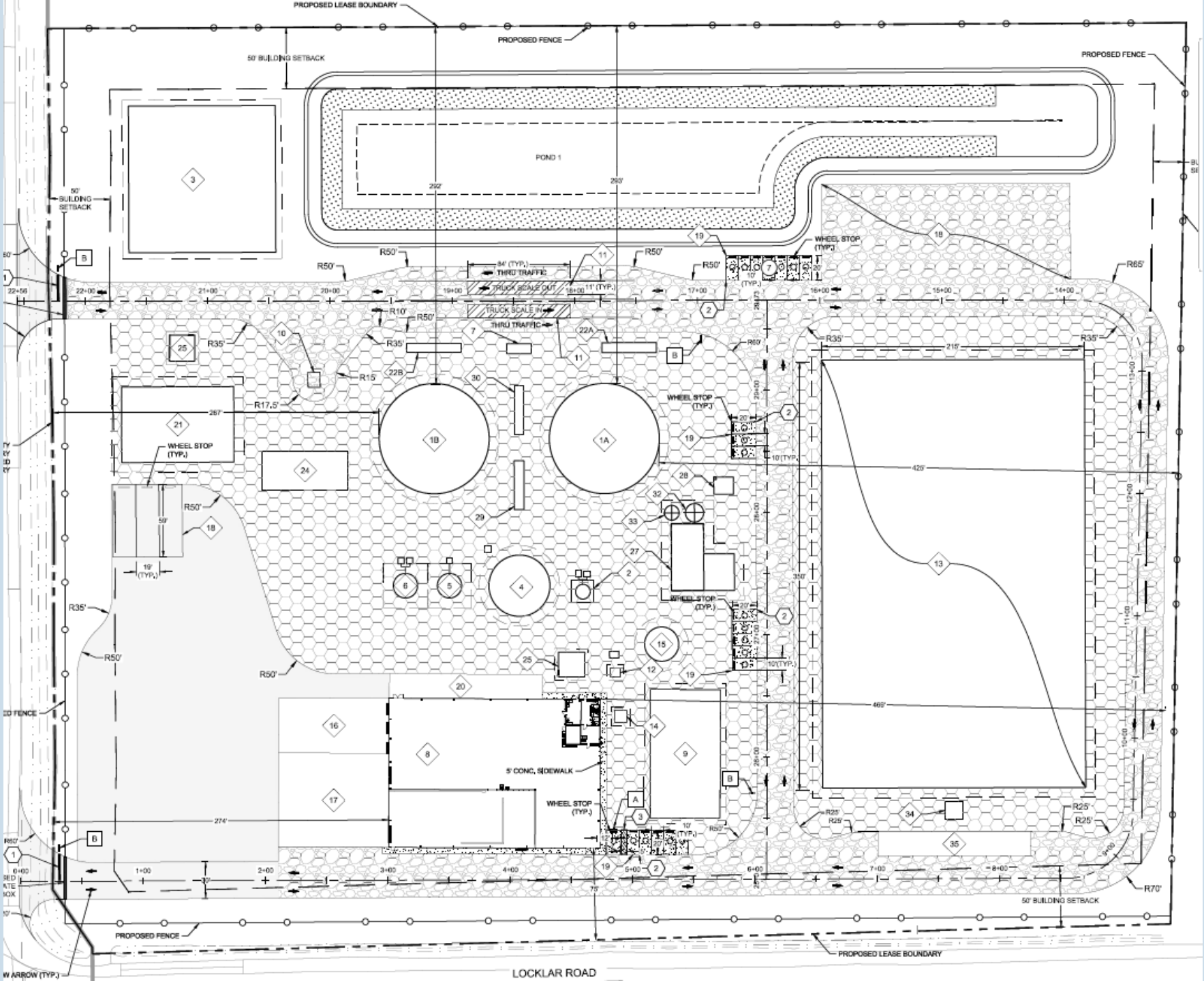
c/o – Wauchula AD1, LLC

- Requesting approval to construct an Anaerobic Digester.
- The proposed operation will bring waste food products in from varied sources. Any packaging will be separated, and the food components will be digested into nutrient dense digestate and methane gas will be recovered and used as natural gas.
- Located in the A-1 Zoning district Future Land Use category on the East and South sides of Locklar Rd, south of E county Line Rd.

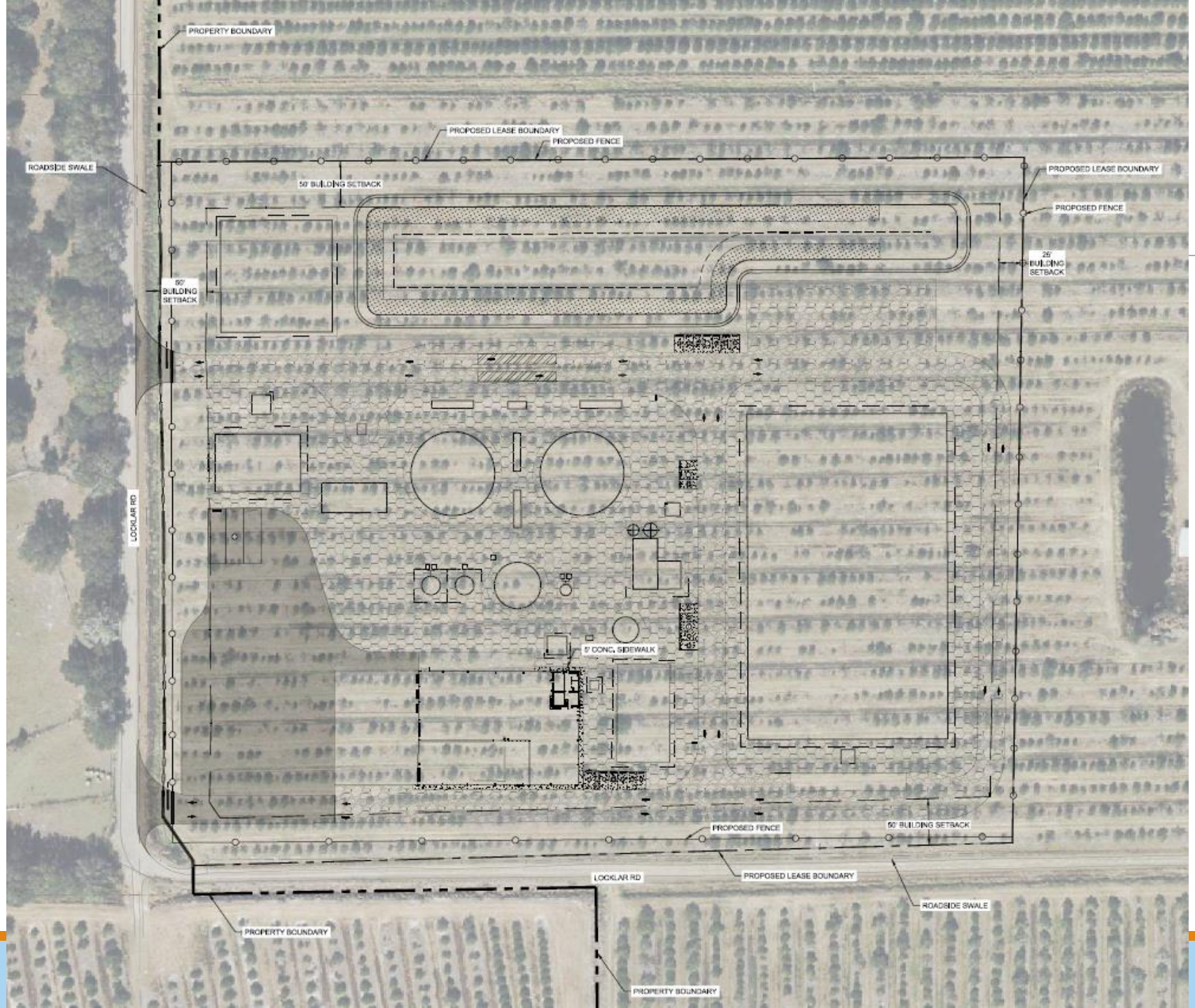



County Line Rd
Locklar Rd
Little Charlie Creek

Locklar Rd


PROPOSED LEASE BOUNDARY
PROPOSED FENCE
50' BUILDING SETBACK
POND 1
THRU TRAFFIC
TRUCK SCALE OUT
TRUCK SCALE IN
WHEEL STOP (TYP.)
5' CONC. SIDEWALK
LOCKLAR ROAD

Site Layout



Locklar Rd

Conclusion

Both the Planning and Zoning Board and staff recommend approval of the Special Exception to the BOCC under the following condition:

1. The Special Exception Use must be initiated within 12 months of final approval. Initiation occurs with the pulling of an operating permit.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Plotted By: Maldonado, Ken Sheet Set: Kha Layout: C-020 AERIAL LOCATION PLAN February 20, 2025 10:37:40am K:\LAK_Civil\046681001 - Johnson Farm Site Civil Design\CAD\PlanSheets\C-020-AERIAL LOCATION.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



FOR PERMITTING PURPOSES ONLY

Sunshine811.com
Always call 811 two full business days before you dig to have underground utilities located and marked.

RECEIVED
FEB 21 2025
BY: je

LEGEND
PARENT PARCEL (05-33-24-000-031-24000)
PROJECT LIMITS

0 400 800 1600
GRAPHIC SCALE IN FEET

NORTH

SHEET NUMBER C-020	WAUCHULA RENEWABLE NATURAL GAS (WRNG) FACILITY PREPARED FOR WAUCHULA AD 1, LLC HARDEE COUNTY FLORIDA	AERIAL LOCATION PLAN	KHA PROJECT 046681001 DATE FEBRUARY 2025 SCALE AS SHOWN DESIGNED BY DMW DRAWN BY KM CHECKED BY RBC

LICENSED PROFESSIONAL
ANDREW M. WISHMAN, P.E.
FLORIDA LICENSE NUMBER 91989
DATE:

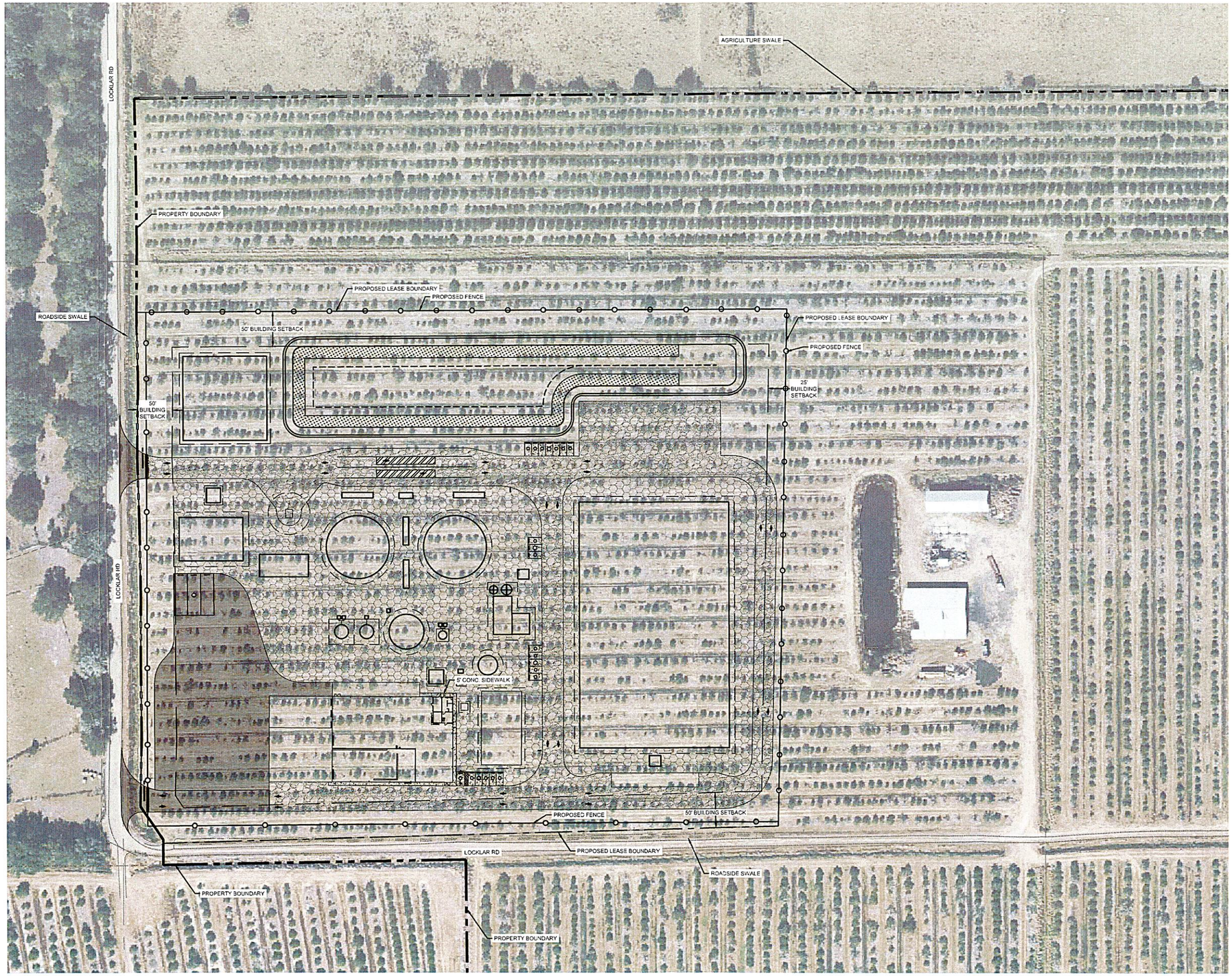
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109 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
PHONE: 863-701-8702
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Plotted By: Wishman, Drew Sheet Set: Kho Layout: C-025 AERIAL SITE PLAN February 20, 2025 04:42:57pm K:\LAK_Civil\046681001 – Johnson Farm Site Civil Design\CAD\PlanSheets\C-025-AERIAL SITE PLAN.dwg
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NORTH

GRAPHIC SCALE IN FEET
0 35 70 140

LEGEND
PARENT PARCEL [19-33-24-0000-03750-0000]
PROJECT LIMITS

FOR PERMITTING PURPOSES ONLY

Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
ANDREW M. WISHMAN, P.E.
FLORIDA LICENSE NUMBER
91989
DATE:

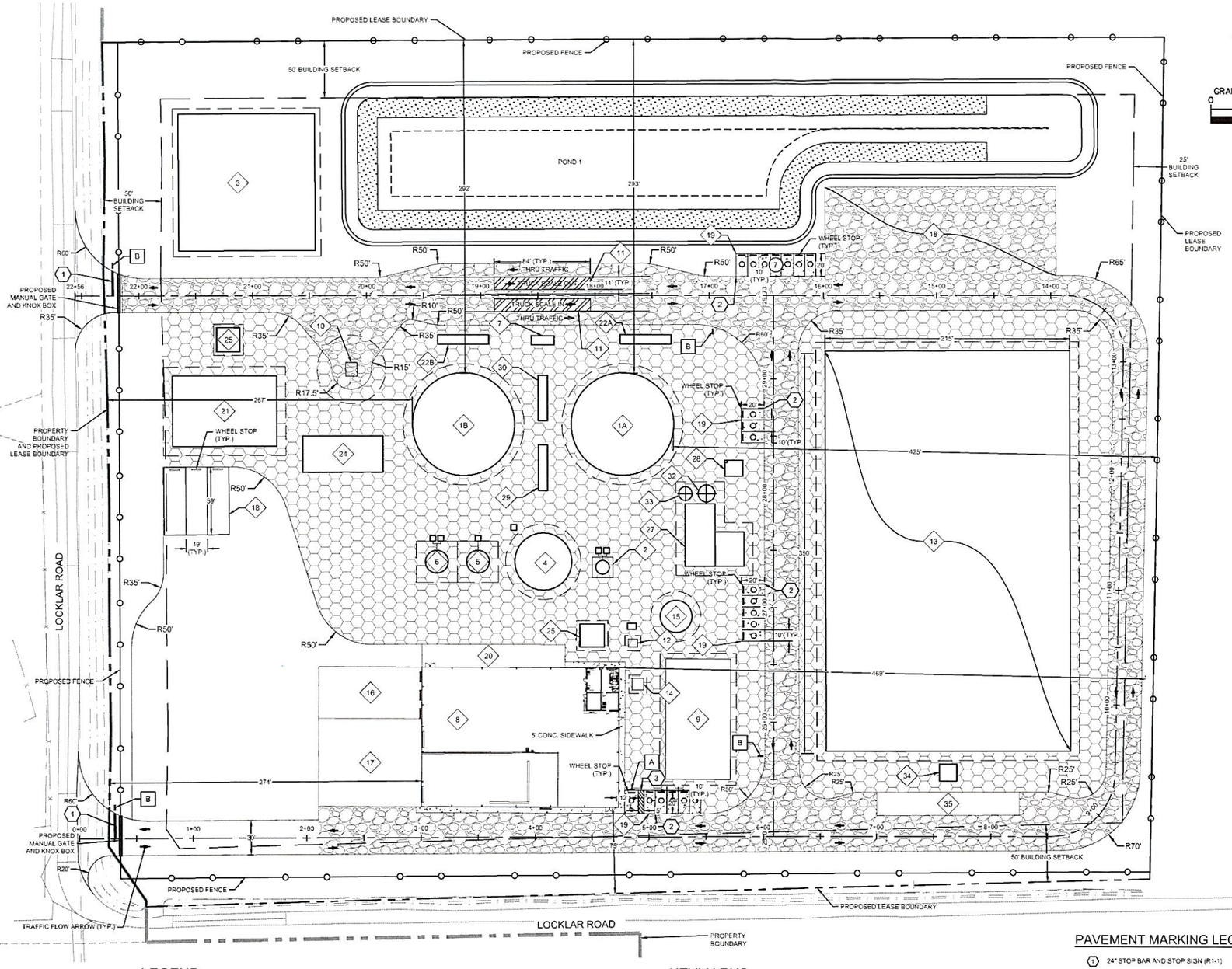
KHA PROJECT	046681001
DATE	FEBRUARY 2025
SCALE	AS SHOWN
DESIGNED BY	DMW
DRAWN BY	KM
CHECKED BY	RBC

WAUCHULA RENEWABLE NATURAL GAS (WRNG) FACILITY
PREPARED FOR
WAUCHULA AD 1, LLC
HARDEE COUNTY FLORIDA

AERIAL SITE PLAN

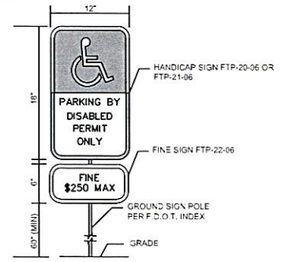
SHEET NUMBER
C-025

7.2 x 9 ?



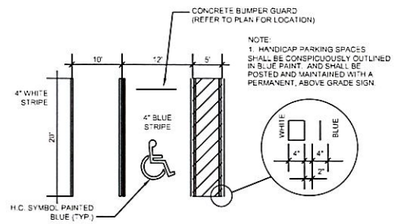


GRAPHIC SCALE IN FEET
0 25 50 100



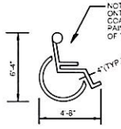
NOTES:
1. ALL LETTERS ARE 1" SERIES "C" PER MUTCD OR AS SPECIFIED IN FDOT INDEX 17355.
2. TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
3. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
4. FINE NOTIFICATION SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
5. ONE (1) SIGN REQUIRED FOR EACH PARKING SPACE.
6. INSTALLATION HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH F.S. 553.5041 (6).
7. PARKING SPACE IDENTIFICATION SIGN SHALL BE IN COMPLIANCE WITH THE 2014 FLORIDA BUILDING CODE ACCESSIBILITY SECTION 502.6.1.
8. INSTALLATION OPTION - SIGN MAY BE WALL MOUNTED.

HANDICAP SIGN
N.T.S.



NOTE:
1. HANDICAP PARKING SPACES SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN

TYPICAL STANDARD/HANDICAPPED STRIPING
N.T.S.



TYPICAL SYMBOL FOR HANDICAPPED PARKING
N.T.S.

1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 MAY BE SUBSTITUTED FOR THE FTP 26 IN AREAS WHERE SPACE IS LIMITED.
5. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).

SITE DATA

PARCEL ID:	09-33-26-0000-03750-0000
SITE ADDRESS:	0 LOCKLAR RD BOWLING GREEN, FL 33834
PROPERTY ACREAGE:	160.2 AC
PROJECT AREA:	15.6 AC
ZONING DISTRICT:	A-1 (AGRICULTURE)
FUTURE LAND USE:	AGRICULTURE
AGRICULTURAL CLASSIFICATION:	YES
EXISTING PROPERTY USAGE:	TREE CROPS (FLUCCS CODE: 220)
PROPOSED PROPERTY USAGE:	INDUSTRIAL (FLUCCS CODE: 150)
EXISTING BUILDING SF:	N/A
PROPOSED NEW BUILDING SF:	2*,000 SF
PROPOSED EQUIPMENT STRUCTURES:	1 PRODUCTION PLANT
EXISTING BUILDING HEIGHT:	N/A
PROPOSED BUILDING HEIGHT:*	MAXIMUM HEIGHT 55'
PROPOSED OPERATING HOURS:	ANTICIPATED HOURS OF OPERATION: 24/7
INGRESS / EGRESS:	*TRUCK TRAFFIC WILL UTILIZE THE PROPOSED ACCESS CONNECTIONS TO LOCKLAR ROAD
BUILDING SETBACKS:*	50' FRONT, 50' REAR, 25' SIDES
*TOTAL PROPOSED COND. BUILDINGS:	21,000 SF
FLOOR AREA RATIO:	FAR = 0.48 AC / 15.28 AC = 3.15%
TOTAL IMPERVIOUS	483,843 SF
IMPERVIOUS RATIO:	483,843 SF / 665,557 SF = 0.727 = 72.7%
AREA IN STORMWATER MANAGEMENT:	15.6 AC

*BUILDING HEIGHT AND SETBACKS DETERMINED BASED ON HARDEE COUNTY LDC SEC. 2.13.00

1A & 1B ANAEROBIC DIGESTERS EXCEEDS REQUIRED BUILDING HEIGHT BY 25' (REFER TO STRUCTURE SETBACK DIMENSION THIS SHEET)

9 ORGANICS RECEIVING AREA EXCEEDS REQUIRED BUILDING HEIGHT BY 5' (REFER TO STRUCTURE SETBACK DIMENSION THIS SHEET)

LEGEND

- PROPERTY BOUNDARY
- PROPOSED LEASE BOUNDARY
- PROJECT LIMITS
- SETBACK
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED GRAVEL ROAD
- PROPOSED GRAVEL

KEYMARKS

1A DIGESTER-1
1B DIGESTER-2
2 FERRIC DOSING TANK
3 M&R STATION
4 HYDROLYSIS TANK 2
5 HYDROLYSIS TANK 3
6 PROCESS WATER TANK
7 BOILER CONTAINER
8 ORGANICS RECEIVING AREA
9 ODOR CONTROL SYSTEM
10 FLARE
11 TRUCK SCALE
12 GENERATOR
13 DIGESTATE STORAGE TANK
14 SEPTIC HOLDING TANK
15 FIRE WATER TANK
16 LOADING RAMP (DOWN)
17 LOADING RAMP (UP)
18 TRUCK PARKING
19 CAR PARKING
20 LIQUID OFFLOADING AREA
21 BIOGAS UPGRADER
22A HEAT EXCHANGERS-1
22B HEAT EXCHANGERS-2
23 NOT USED
24 CO2 RECOVERY AREA
25A TRANSFORMER-1
25B TRANSFORMER-2
27 SOLID SEPARATOR BUILDING
28 MANURE PIT
29 CONTAINER-1
30 CONTAINER-2
31 NOT USED
32 PRESSATE HOLDING TANK
33 CLARIFIED MANURE TANK
34 LOADOUT STATION
35 DIGESTATE OFFLOADING AREA
36 NOT USED

PAVEMENT MARKING LEGEND

1. 24" STOP BAR AND STOP SIGN (R1-1)
2. 6" WIDE SOLID WHITE LINE
3. 6" WIDE SOLID DIAGONAL YELLOW STRIPING

SIGNAGE LEGEND

A HANDICAP PARKING SIGN (REFER TO SHEET C-100)
B "STOP" SIGN & POST (R1-1, W/R, 30"X30")

PARKING LEGEND

(#) AUTO PARKING COUNT

VERTICAL DATUM:
ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988, NGVD 29 + 88 +0.99'

FLOOD ZONE:
PROPERTY SHOWN HEREON APPEARS TO LIE WITHIN FLOOD ZONE "X" AS PER F.I.R.M. MAP #12049C0205D, DATED 11/6/2013.

FOR PERMITTING PURPOSES ONLY

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No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM REG NO.: 35106

LICENSED PROFESSIONAL
ANDREW M. WISHMAN, P.E.
FLORIDA LICENSE NUMBER
91989
DATE:

KHA PROJECT	046681001
DATE	FEBRUARY 2025
SCALE	AS SHOWN
DESIGNED BY	DMW
DRAWN BY	KM
CHECKED BY	RBC

SITE DEVELOPMENT PLAN

WAUCHULA RENEWABLE NATURAL GAS (WRNG) FACILITY
PREPARED FOR
WAUCHULA AD 1, LLC
HARDEE COUNTY FLORIDA

SHEET NUMBER
C-100

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Plotted By: Wishmon, Drew Sheet Set: Wha Layout: C-100 SITE DEVELOPMENT PLAN February 20, 2025 04:45:57pm K:\LAK_Civil\046681001 – Johnson Form Site Civil Design\CAD\PlanSheets\C-100-SITE.dwg
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AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Alisa Lee, Hardee County Tax Collector -** 2024 Tax Roll Recapitulation
SUGGESTED ACTION:	- Motion to approve the 2024 Tax Roll Recapitulation as presented by the Hardee County Tax Collector.

ATTACHMENTS:
2024 Tax Roll Recapitulation.pdf

2024 TAX ROLL RECAPITULATION

Certified Tax Roll for 2024 from Property Appraiser	45,290,551.85
Penalties Collected on the Current Roll	77,423.75
Less Subtractions from the Roll	3,460.84
Total Taxes Levied on the 2024 Tax Roll	**45,364,514.76**
Total Amount Collected	43,501,861.39
Discounts Allowed	1,561,501.18
County Certificates at the Tax Sale	6,679.85
Personal Property Warrants Pending	222,778.26
Penalties Collected	77,423.75
Over (-) or Under (+) Collected	0.00
Uncollected Taxes Due to Pending Litigation	40.71
Corrections to the Tax Roll	-5,770.38
Total Credits to the 2024 Tax Roll	**45,364,514.76**

EVERY ITEM ACCOUNTED FOR

Accepted this _____ day of _____,2025
By the Honorable Board of County Commissioners

CHARIMAN _____

Commissioner _____

Commissioner _____

Commissioner _____

Commissioner _____

ATTEST: _____
Secretary of the Board

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Michelle McCreery, Hardee County Sheriff's Office -** Amendment 1 to Emergency Communications Board for E911 State Grant Agreement
SUGGESTED ACTION:	- Motion to approve amendment 1 to the State of Florida Department of Management Services Emergency Communications Board for E911 State Grant Agreement number S22-23-01-28, amending the agreement end date from March 24, 2025, to July 24, 2025; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:
HCSO S22-23-01-28 Amend no.1.pdf

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

GRANT AGREEMENT NO. S22-23-01-28
AMENDMENT NO. 1

This Amendment No. 1 (Amendment) to Grant Agreement No. S22-23-01-28 ("Grant Agreement") is entered into by and between the **State of Florida, Department of Management Services** (Department), and the **Hardee County Board of County Commissioners** (Grantee), collectively referred to herein as the "Parties."

WHEREAS, on January 24, 2023, Grantee was awarded grant of $38,037.00 by the Emergency Communications Board for E911 State Grant Agreement No. S22-23-01-28;

WHEREAS, on June 12, 2025 the county was awarded an extension of the grant term to extend the contract end date:

WHEREAS, the Parties, wish to amend the agreement to reflect the correct end date from March 24, 2025 to **July 24, 2025**.

WHEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following:

1. The term of the Grant Agreement is **January 19, 2023** through **July 24, 2025**.

2. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

3. This Amendment is hereby made a part of the Grant Agreement. All other terms and conditions of the Grant Agreement shall remain in full force and effect. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.

4. The effective date of this Amendment is the date on which the Board approved Grantee's Award, as identified above.

SO AGREED by the Parties' authorized representatives on the dates noted below:

Grantor:	**Grantee:**
State of Florida **Department of Management Services**	**Authorized County Official/ Hardee County, Florida.**
By: _____	**By: _____**
Name:	**Name:**
Title: Authorized Signatory/Dept of Management Services	**Title:**
Date:	**Date:**

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AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: June 19, 2025

SUBMITTED BY: Brandy Crawford, Grants Management Department

ITEM TYPE: Business Agenda - Action Items

AGENDA SECTION: **BUSINESS AGENDA - Action Items:**

SUBJECT: **Tapanga Arana, Grants Coordinator -** CDBG Grant Agreement for Hardee County Fire Station No. 1

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program Agreement for the Hardee County Fire Station Number 1 in the amount of $23,992.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Revsied Memo - 2025 Fire Station No 1.pdf
HI015- Draft Agreement.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Florida Commerce Agreement HI015

Date: June 19, 2025

Florida Commerce has awarded Hardee County $23,992.12 that will fund the cash match portion of the Hazard Mitigation Grant Project awarded through Florida Division of Emergency Management. This agreement is for the Fire Station No. 1 Generator.

Staff recommends approval.

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and Hardee County, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on July 16, 2024 and ends on July 31, 2027, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

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

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, 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 completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

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

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in the tort monetary limits of Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) 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 paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient 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 paragraph, after the causes have ceased to exist, Subrecipient 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 do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

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(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3286
Email: forrest.brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Casey Dasher
149 K.D. Revell Road
Wauchula, FL 12345
Phone: 863-773-4362
Email: casey.dasher@hardeecounty.net

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

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(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1102 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Twenty-three Thousand Nine Hundred and Ninety Two Dollars and Twelve Cents ($23,992.12)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

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(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under 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) Subrecipient certifies, by its signature to this Agreement, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

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(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

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not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email 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.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and 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 public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient 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 Subrecipient'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 other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) 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/

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

1. 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.
2. 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

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.

(c) If an entity does not use E-Verify, the entity 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.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

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(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

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State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

HARDEE COUNTY		**DEPARTMENT OF COMMERCE**	
By	_____	**By**	_____
	Signature		Signature
	Russell. A. Melendy		
Title	**Chairman**	**Title**	_____
Date	_____	**Date**	_____
Federal Tax ID #	_____		
UEI #	_____		

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded Hardee County $59,083.50 (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is $20,069.50 (exclusive of the SRMC) for a total project cost of $80,278 of total project cost.

2. PROJECT DESCRIPTION:

The HMGMP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 125 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes installing a new automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently, this facility has an inadequate source of backup power, an undersized 60 kW generator that has surpassed its useful life. The project also includes the removal of the existing ATS and generator to be able to use the existing concrete pad. An interruption in the electric power supply would result in delays in deployment and interrupted calls for service. The project shall decrease the risk of electrical power loss to Fire Rescue Station 1, reduce delays in deployment, and accommodate additional personnel at the station in the event of a natural disaster and large expanded incidents for the continuation of emergency services.

Project Locations:

ID#	Location	Coordinates
1	149 KD Revell Road Wauchula, FL 33873	27.55685, -81.81009
2		
3		
4		
5		
6		
7		
8		
9		
10		

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3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Grant Administration

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Tasks that are eligible for reimbursement are as follows:

1. Maintain financial records related to project activities on-site.
2. Attended a pre-bid conference, bid opening, or preconstruction meeting.
3. Grant management to include invoicing, record keeping, prepare and award a bid to a vendor
4. Maintain project files.
5. Prepared and submitted detailed monthly and quarterly reports to Commerce.
6. Responded to citizens' complaints.

B. Deliverable No. 2 – Activity Delivery

Tasks that are eligible for reimbursement are as follows:

1. Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.
2. Develope policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3. Prepared procurement documents.
4. Prepared list, in accordance with 2 CFR Part 200.321, of business entities that operate in the Recipient's area.
5. Prepared and submitted public notices for publications.
6. Conducted a Fair Housing activity.
7. Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
8. Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
9. Prepared documentation for or participated in monitoring visits in person or virtual monitoring with Commerce.
10. Prepared financial activity for submission to Commerce.
11. Prepared and submit Section 3 reports to Commerce.
12. Prepared subgrant modification document for submission to Commerce for review and approval.
13. Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
14. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

C. Deliverable No. 3 – Engineering Services

Tasks that are eligible for reimbursement are as follows:

1. Create a full design package(s), signed, and sealed by a Professional Engineer (PE) licensed in the State of Florida, including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
2. Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.

D. Deliverable No. 4 – Construction

Tasks that are eligible for reimbursement are as follows:

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- Purchase permanent genearator
- Install permanent generator
- Install new automatic transfer switch (ATS), supply diesel tank and electrical connections

5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Grant Administration		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Grant Administration activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Grant Administration task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the folowing: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $1,199.61
Deliverable No. 2 – Activity Delivery		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Activity Delivery activities as identified in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Activity Delivery task on a per completed task basis as detailed in Section 4.B of this Scope of Work; evidenced by submittal invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the following: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $2,723.01
Deliverable No. 3 – Engineering Services		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**

Subrecipient shall complete Engineering Services tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task in accordance with Section 4.C of this Scope of Work, evidenced by submittal of the following documentation: 1) Certification by a licensed professional certifying completion of engineering design, working drawings and associated cost estimates, if applicable; 2) Certification by a licensed professional certifying acquisition of all required permits, if applicable; 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 3 Cost- $375
Deliverable No. 4 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Construction tasks as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2) Photographs of the project in progress and completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 Cost- $19,694.50
		Total Project Costs Not to Exceed - $23,992.12

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6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
    1) A cover letter signed by Subrecipient'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 appropriation; (2) are for one or more of the components as stated in Section 5, 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 this Agreement.
    2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
    3) A copy of all supporting documentation for vendor payments.
    4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.
C. If the Grantee is 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., 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.
    1) 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
    2) 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., 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 financial hardship.
D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

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a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. **Single Audit**

   Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. **Inspections and Monitoring**

   Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

   Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

   This review must include:

   (1) Reviewing financial and performance reports required by the Grantee;

   (2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

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A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

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Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

3. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq*., which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce 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, 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, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient 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 Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient 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 Subrecipient 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, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient 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 Subrecipient 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 Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient 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, Subrecipient 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, Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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), F.S., 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, F.S. 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 Subrecipient 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 Subrecipient 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 Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 to 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. Subrecipients, 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 Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient 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 six (6) 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. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) 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 I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($23,992.12)*
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to provide protection by purchasing and installing one (1) permanent generator with capacity of 125 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes installing a new automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently, this facility has an inadequate source of backup power, an undersized 60 kW generator that has surpassed its useful life. The project also includes the removal of the existing ATS and generator to be able to use the existing concrete pad. An interruption in the electric power supply would result in delays in deployment and interrupted calls for service. The project shall decrease the risk of electrical power loss to Fire Rescue Station 1, reduce delays in deployment, and accommodate additional personnel at the station in the event of a natural disaster and large expanded incidents for the continuation of emergency services.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.	
Subrecipient:	
FEIN:	Subrecipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	

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

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient 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, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

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

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

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient 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 Subrecipient, 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 K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between *Hardee County* (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

	HARDEE COUNTY		**DEPARTMENT OF COMMERCE**
By	_____	**By**	_____
	Signature		Signature
	Russell. A. Melendy		_____
Title	**Chairman**	**Title**	_____
Date	_____	**Date**	_____

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Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Hardee County Fire Rescue Station 1, in Wauchula, Hardee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-015-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency backup power to the Hardee County Fire Rescue Station 1 building, located at 149 KD Revell Road, Wauchula, Florida 33873. Coordinates: (27.556347, -81.810037)

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 125 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes installing a new automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently, this facility has an inadequate source of backup power, an undersized 60 kW generator that has surpassed its useful life. The project also includes the removal of the existing ATS and generator to be able to use the existing concrete pad. An interruption in the electric power supply would result in delays in deployment and interrupted calls for service. The project shall decrease the risk of electrical power loss to Fire Rescue Station 1, reduce delays in deployment, and accommodate additional personnel at the station in the event of a natural disaster and large expanded incidents for the continuation of emergency services.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   b) Local Building Official Inspection Report and Final Approval.

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

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

   e) Certified Letter of Completion, as applicable:

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

      2. Certifying Compliance with all applicable codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of providing protection to Hardee County Fire Rescue Station 1, Wauchula, Florida 33873, by installing a permanent generator.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

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

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

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

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

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

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

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

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

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

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

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

E) Programmatic:

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

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

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

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted,

along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

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

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

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

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

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

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

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

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

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

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

This is FEMA project number **4673-015-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 16, 2024, and the Period of Performance for this project shall end on **July 31, 2027.**

F) FINANCIAL CONSEQUENCES:

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

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

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

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

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$47,578.00	$35,016.75	$12,561.25
Labor:	$31,200.00	$22,962.77	$8,237.23
Fees:	$1,500.00	$1,103.98	$396.02
Contingency:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$80,278.00**	**$59,083.50**	**$21,194.50**
Project Total:	**$80,278.00**	**$59,083.50**	**$21,194.50**
****SRMC**			
SRMC:	$3,922.62	$3,922.62	
SRMC Total:	**$3,922.62**	**$3,922.62**	

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

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

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

***** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $3,922.62 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

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

Funding Summary Totals

Federal Share:	$59,083.50	(73.598619796%)
Non-Federal Share:	$21,194.50	(26.401380204%)
Total Project Cost:	**$80,278.00**	**(100.00%)**
SRMC (100% Federal)	$3,922.62	

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** CDBG Grant for Wauchula Hills Lift Station

SUGGESTED ACTION:

- Motion to approve the submission and acceptance of the State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Hazard Mitigation Grant Match Program grant agreement for Wauchula Hills Lift Station in the amount of $24,594.13; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Revised Memo - 2025 WH Lift Station.pdf
HI022- Draft Agreement.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Florida Commerce Agreement HI022

Date: June 19, 2025

Florida Commerce has awarded Hardee County $24,594.13 that will fund the cash match portion of the Hazard Mitigation Grant Project awarded through Florida Division of Emergency Management. This agreement is for the Wauchula Hills Lift Station Generator.

Staff recommends approval.

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery (CDBG-DR) Hazard Mitigation
Grant Match Program
Subrecipient Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Commerce, ("Commerce" or "Grantee") and Hardee County, Florida ("Subrecipient"), each individually a "Party" and collectively "the Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to the authority of the Department of Housing and Urban Development Appropriations Act, 2023 (Pub. L. 117-328) approved December 9, 2022 ("the Appropriations Act"). The requirements of the Appropriations Act and implementing regulations at 24 CFR part 570, and the requirements of the Federal Register ("FR") notice, 88 FR 32046 (May 18, 2023), ("Federal Register Guidance"), as now in effect and as may be amended from time to time, and as modified by waivers, alternative requirements, and other requirements described in Federal Register notices published as of this date or in the future, the U.S. Department of Housing and Urban Development ("HUD") has awarded Community Development Block Grant - Disaster Recovery ("CDBG-DR") funds to Commerce for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code ("U.S.C.") 5301 *et seq.*) and described in the 2023 State of Florida Action Plan for Disaster Recovery ("Action Plan").

WHEREAS, Subrecipient has executed a Hazard Mitigation Grant Program ("HMGP") Agreement with the Florida Division of Emergency Management ("DEM") which requires the Subrecipient to supply 25% of the required cost share or local match.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement constitute a subaward of the Grantee's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of Commerce's Federal award.

WHEREAS, CDBG-DR funds made available for use by Subrecipient under this Agreement shall be used as the Subrecipient's cost share or local match required by the HMGP Agreement.

WHEREAS, Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, Subrecipient represents and warrants to Commerce that it will comply with all the requirements of the subaward described herein.

WHEREAS, the aggregate use of CDBG-DR funds shall principally benefit low and moderate income persons in a manner that ensures at least 70 percent of the grant amount awarded under this Agreement is expended for activities that benefit such persons.

NOW THEREFORE, Commerce and Subrecipient agree to the following:

(1) Scope of Work. The Scope of Work for this Agreement includes "Attachment A," "Scope of Work." With respect to "Attachment B," "Project Budget," and "Attachment C," "Activity Work Plan," Subrecipient shall submit to Commerce such Attachments in conformity with the current examples attached hereto as necessary and appropriate. If there is a disagreement between the Parties with respect to the formatting and contents of such attachments, then Commerce's decisions with respect to the same shall prevail at Commerce's sole and absolute discretion.

(2) Incorporation of Laws, Rules, Regulations and Policies. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570 applicable Federal Register Notices, and the State's Action Plan, and all applicable CDBG-DR regulations and guidelines.

Subrecipient shall ensure that all of its activities under this Agreement shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 58, 24 CFR Part 570 subpart I, *et seq*., and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) Period of Agreement. This Agreement begins on May 22, 2024 and ends on May 31, 2027, as stated in the Florida Division of Emergency Management companion agreement, section 8 Period of Agreement. unless otherwise terminated as provided in this Agreement. Commerce shall not grant any extension of this Agreement unless Subrecipient provides justification satisfactory to Commerce in its sole discretion and Commerce's Deputy Secretary, or designee, approves such extension.

(4) Modification of Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by Subrecipient constitutes a request to negotiate the terms of this Agreement. Commerce may accept or reject any proposed modification based on Commerce's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(5) Records.

(a) Subrecipient's performance under this Agreement shall be subject to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

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

(c) Subrecipient shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Commerce under this Agreement.

(d) Subrecipient will provide to Commerce all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related parties' transactions are disclosed to the auditor.

(e) Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date Commerce issues the final closeout for this award. Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date Commerce issues the final closeout of this Agreement, unless extended in writing by Commerce. The six-year period may be extended for the following reasons:

1. Litigation, claims, or audits initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at $1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) Subrecipient shall maintain all records and supporting documentation for Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) Subrecipient shall either: (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. Commerce may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (21)(e), Repayments.

(h) Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(6) Audit Requirements.

(a) Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars ($750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@commerce.fl.gov, and Commerce's grant manager; a blank version of which is attached hereto as "Attachment J." Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Subrecipient.

(c) In addition to the submission requirements listed in "Attachment I," "Audit Requirements," Subrecipient shall send an electronic copy of its audit report to Commerce's grant manager for this

Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-DR subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 CFR 200.512, when such provisions are applicable to this Agreement.

(7) Reports. Subrecipient shall provide Commerce with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in the Scope of Work, Attachment A, and the expenditure of funds under this Agreement. Within ten (10) calendar days of a request by Commerce, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to Commerce, 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 completed to Commerce's satisfaction. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(8) Inspections and Monitoring.

(a) Subrecipient shall cooperate and comply with Commerce, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by Commerce, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by Commerce to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions Commerce, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by the Grantee, (2) following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee as detected through audits, on-site reviews and other means, and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

(d) Corrective Actions: Commerce may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. Commerce may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Commerce may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. Commerce may also take other action as stated in Section (12) Remedies or otherwise allowable by law.

(9) Duplication of Benefits. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Act. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with Commerce's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(10) Liability.

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

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in the tort monetary limits of Section 768.28, Florida Statutes. Subrecipient shall hold Commerce harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of Commerce but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against Commerce. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in the tort monetary limits of Section 768.28, F.S. Nothing herein shall be construed as consent by Commerce or the State of Florida to be sued by third parties in any matter arising out of any agreement, contract, or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by Commerce or Subrecipient.

(11) Events of Default. If any of the following events occur ("Events of Default"), Commerce may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Section (12) Remedies or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with Commerce, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with Commerce or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by Commerce;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete or insufficient information or fails to submit additional information as requested by Commerce;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in Commerce's Implementation Workshop. The Parties agree that in the event Commerce elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) 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 paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Subrecipient believes is excusable under this paragraph, Subrecipient shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result, or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against Commerce. Subrecipient 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 paragraph, after the causes have ceased to exist, Subrecipient 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 do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

(12) Remedies. If an Event of Default occurs, Commerce may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to Subrecipient and if Subrecipient fails to cure within thirty (30) calendar days Commerce may choose to exercise one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon written notice by Commerce sent in conformity with Section (16) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Demand Subrecipient return to Commerce any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds, Commerce may withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered; and

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Requesting additional information from Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
2. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
3. Advising Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.

(f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude Commerce from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by Commerce to require strict performance does not affect, extend, or waive any other right or remedy available or affect the later exercise of the same right or remedy by Commerce for any other default by Subrecipient.

(13) Dispute Resolution. Commerce shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same on Subrecipient. All decisions are final and conclusive unless Subrecipient files a petition for an administrative hearing with Commerce within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of

dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(14) Citizen Complaints. The goal of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. Commerce will provide a timely written response to every citizen complaint within fifteen (15) business days of the receipt of the complaint, as expected by HUD, and will provide a resolution to the complaint, where possible, within the same 15-day period. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

The Subrecipient will handle citizen complaints by:

(a) Conducting investigations, as necessary;
(b) Finding a resolution; or
(c) Conducting follow-up actions.

Program Appeals

Applicants may appeal program decisions related to one of the following activities:

(a) A program eligibility determination;
(b) A program assistance award calculation; or
(c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at CDBG-DR@commerce.fl.gov. or by mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Commerce
107 East Madison Street
The Caldwell Building, MSC 420
Tallahassee, Florida 32399

HUD Complaints

If the complainant is not satisfied by the Subrecipient's determination or Commerce's response, then the complainant may file a written appeal by following the instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may then be addressed directly to the regional Department of Housing and Urban Development (HUD) at:

Department of Housing & Urban Development
Charles E. Bennet Federal Building
400 West Bay Street, Suite 1015
Jacksonville, FL 32202

Fair Housing Complaints

The Florida Office of Long-Term Resiliency operates in Accordance with Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(15) Termination.

(a) Commerce may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by Commerce. Cause includes, but is not limited to; an Event of Default as set forth in this Agreement: Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting Commerce's sole and absolute discretion with respect to Commerce's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) Commerce may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by Commerce, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, Commerce determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Commerce may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges, lost profits, or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. Commerce shall disallow all costs incurred after Subrecipient's receipt of the termination notice. Commerce may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to Commerce from Subrecipient is recovered.

(e) Upon expiration or termination of this Agreement Subrecipient shall transfer to Commerce any CDBG-DR funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-DR funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to subrecipient in the form of a loan) in excess of $25,000 must either:

1. Be used to meet a national objective until five (5) years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to Commerce an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

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(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(16) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of Commerce's Grant Manager for this Agreement is:

Forrest Brewton
107 E Madison St
Tallahassee, FL, 32399
Phone: (850)921-3286
Email: forrest.brewton@commerce.fl.gov

(c) The name and address of the Local Government Project Contact for this Agreement is:

Evelyn Guffey
2428 Commerce Court
Bowling Green, FL 33834
Phone: 863-773-3465
Email: Evelyn.Guffey@HardeeCountyfl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other Party to this Agreement. Such change shall not require a formal amendment of the Agreement.

(17) Contracts. If Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to the Commerce grant manager for prior written approval. For each contract, Subrecipient shall report to Commerce as to whether that contractor or any subcontractors hired by the contractor, is a minority business enterprise, as defined in Section 288.703, F.S. Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

(a) the period of performance or date of completion;
(b) the performance requirements;
(c) that the contractor is bound by the terms of this Agreement;
(d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
(e) that the contractor shall hold Commerce and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;

(f) the obligation of Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;

(g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(18) Terms and Conditions. This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by Commerce may be effective unless made in writing by an authorized Commerce official.

(19) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Scope of Work
Attachment B – Project Budget (Example)
Attachment C – Activity Work Plan (Example)
Attachment D – Program and Special Conditions
Attachment E – State and Federal Statutes, Regulations and Policies
Attachment F – Civil Rights Compliance
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – SERA Access Authorization Form
Attachment L – 2 CFR Appendix II to Part 200
Attachment M – Subrogation Agreement
Attachment N – HMGP Agreement H1086 Attachment A, Budget and Scope of Work (provided for illustrative purposes)

(20) Funding/Consideration.

(a) The funding for this Agreement shall not exceed **Twenty-four Thousand Five Hundred and Ninety-four Dollars and Thirdteen Cents ($24,594.13)**, subject to the availability of funds. The State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution. Obligations to pay exceeding the annual appropriations by the Legislature shall render this Agreement *void ab initio*.

(b) Commerce will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through Commerce's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-DR program for which Subrecipient receives funding from Commerce. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by Commerce. The authorized signatory for Subrecipient set forth on the SERA Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds (RFF) on behalf of Subrecipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by Commerce, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-DR funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Section (22), Mandated Conditions of this Agreement, all obligations on the part of Commerce to make any further payment of funds will terminate and Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by Commerce within thirty (30) calendar days from receipt of notice from Commerce.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 117-328, Division L, Title II the "Department of Housing and Urban Development Appropriations Act, 2023" for the purpose of assisting in long-term recovery from major disasters that occurred in 2022 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq.

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(21) Repayments.

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to Commerce any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to Commerce any funds paid in excess of the amount to which Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to Commerce any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c), and (d); provided, however,

Subrecipient is not required to repay funds for subgrant administration unless Commerce, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to Commerce any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Commerce, by Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to Commerce for collection, Subrecipient shall pay to Commerce a service fee of $15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to Commerce under this Agreement are to be made payable to the order of "Department of Commerce" and mailed directly to Commerce at the following address:

Department of Commerce
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 420
Tallahassee, Florida 32399-6508

(22) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by Subrecipient in this Agreement, in any later submission or response to a Commerce request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to Commerce under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*); the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. Subrecipient shall disclose if it or any of its affiliates are placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), F.S., who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract

to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by Commerce, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to Commerce or be applied against Commerce's obligation to pay the Agreement award amount.

(l) Subrecipient hereby acknowledges that Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient hereby agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2 A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to Commerce any CDBG-DR funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-DR funds.

(23) Lobbying Prohibition.

(a) No funds or other resources received from Commerce under 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) Subrecipient certifies, by its signature to this Agreement, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

(24) Copyright, Patent and Trademark. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to Commerce for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify Commerce. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and Commerce shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(25) Legal Authorization.

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement. Commerce may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain, or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(26) Public Record Responsibilities.

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify Commerce of the receipt and content of all such requests by sending an email to PRRequest@commerce.fl.gov within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by Commerce to perform Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by Commerce for any refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. (Subrecipient-contractor), Subrecipient-contractor shall transfer to Commerce, at no cost to Commerce, all public records upon completion including termination, of this Agreement or keep and maintain public records required by Commerce to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of the Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of public records, in a format that is compatible with the information technology systems of Commerce.

(e) If Commerce does not possess a record requested through a public records request, Commerce shall notify Subrecipient-contractor of the request as soon as practicable, and Subrecipient-contractor must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen (14) business days. If Subrecipient-contractor does not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to Commerce within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify Commerce verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Subrecipient shall cooperate with Commerce, in taking all steps as Commerce deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges that Commerce is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to Commerce under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to Commerce. Subrecipient shall provide a marked set with complete redactions as well as a marked set without redactions. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to Commerce serves as Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are

not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Subrecipient-contractor does not transfer the records to Commerce upon completion, including termination, of this Agreement.

(i) **IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email 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.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and 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 public record requests or public record law violation(s), alleged to be caused in whole or in part by Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, that Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or Commerce. Commerce, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) Commerce does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient 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 Subrecipient'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 other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. Commerce may terminate this Agreement if Subrecipient does not comply with this provision.

(27) Employment Eligibility Verification.

(a) 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/

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

1. 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.
2. 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

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.

(c) If an entity does not use E-Verify, the entity 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.

(28) Program Income.

(a) Subrecipient shall report to Commerce all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-DR funds) generated by activities carried out with CDBG-DR funds made available under this Agreement as part of Subrecipient's Quarterly Progress Report. Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.504, and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to Commerce. Program income generated prior to closeout shall be returned to Commerce unless the program income is used to fund additional units of CDBG-DR activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(29) National Objectives. All activities funded with CDBG-DR funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the program-allowable national objectives and satisfy the applicable criteria as specified in the Action Plan and applicable program policies.

(a) Benefit low- and moderate- income persons;
(b) Aid in prevention or elimination of slums or blight; and
(c) Meet a need having particular urgency (referred to as urgent need).

(30) Independent Contractor.

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership, or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between Commerce, Subrecipient, its employees, subcontractors, or agents. Neither Party shall have any right, power, or authority to assume, create or incur any expense, liability, or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venture, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. Commerce shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment because of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venture, or partner of the State of Florida.

(e) Unless justified by Subrecipient and agreed to by Commerce in the Scope of Work, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Subrecipient or its subcontractor or assignee.

(f) Commerce shall not be responsible for withholding taxes with respect to Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) Commerce shall not be responsible for providing any training to Subrecipient, its employees, assigns, agents, representatives, or subcontractors in the professional skills necessary to perform the work services required by this Agreement. However, Commerce may provide training in the form of an Implementation Workshop.

~ Remainder of this page is intentionally left blank ~

DRAFT

State of Florida
Department of Commerce
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

HARDEE COUNTY		**DEPARTMENT OF COMMERCE**	
By	_____ Signature	**By**	_____ Signature
	Insert Authorizing Official Name		_____
Title	**Insert Authorizing Official Title**	**Title**	_____
Date	_____	**Date**	_____
Federal Tax ID #	_____		
UEI #	_____		

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment A – Scope of Work

1. PROGRAM DESCRIPTION:

FEMA's Hazard Mitigation Grant Program (HMGP) requires a local match or non-federal match of 25%. This program, as identified in the State of Florida Hurricane Ian Disaster Recovery approved Action Plan, will fund the local match portion of the HMGP award.

These funds represent a unique and significant opportunity for the state, in the areas most impacted by recent disasters, to carry out strategic and high impact activities to rebuild and harden infrastructure to prevent or reduce losses in future disasters.

The Florida Division of Emergency Management (DEM) has awarded Hardee County $56,103 (exclusive of the SRMC). The local cost share, Commerce's obligation under this agreement, is ($20,876.50) (exclusive of the SRMC) for a total project cost of $83,506 of total project cost.

2. PROJECT DESCRIPTION:

The HMGMP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 50 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes constructing a new concrete pad, installing a new automatic transfer switch (ATS), a supply diesel tank, and electrical connections and modifications to current fencing. Currently, the infrastructure uses other unreliable portable generators to power these lift stations during power outages. The current generators are servicing multiple locations and provide inadequate power to this lift station. An interruption in the electric power supply would result in a loss of service to 2,500 people as well as increase the risk of sewer overflow events. The project shall decrease the risk of electrical power loss to the Wauchula Hills Lift Station and shall allow the city to maintain the operation of this wastewater lift station during future power outages.

Project Locations:

ID#	Location	Coordinates
1	North 2134 Pettewau Wauchula, FL 33873	27.579436, -81.820016
2		
3		
4		
5		
6		
7		
8		
9		
10		

3. SUBRECIPIENT RESPONSIBILITIES:

A. Complete and submit the following items to Commerce within thirty (45) calendar days of execution of the agreement:

1) Organizational Chart with contact information;
2) Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
3) Attachment C, Activity Work Plan - Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Infrastructure Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager along with the Policy Review Checklist provided by Commerce:

1) Procurement policies and procedures that incorporate 2 CFR Part 200.318-327.
2) Administrative financial management policies, which must comply with all applicable HUD CDBG-DR and State of Florida rules.
3) Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-DR and Commerce policies.
4) Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
5) Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.

C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-DR grant funds when available.
D. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives upon request.
E. Comply with all terms and conditions of the subrecipient agreement, Hazard Mitigation Grant Match Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
F. Subrecipient must comply with procurement standards in 2 CFR Part 200.318-327. Provide copy of the procurement solicitation document along with the Commerce Procurement Checklist, to Commerce Grant Manager ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review.
G. Provide the following information on a monthly and quarterly basis within five (5) calendar days after the end of each month/quarter: Monthly and Quarterly Reports as detailed in Attachment G.
H. Subrecipient shall provide photographs of construction projects to document progress with quarterly reports or when requested by Commerce.

4. ELIGIBLE TASKS:

A. Deliverable No. 1 – Grant Administration

Tasks that are eligible for reimbursement are as follows:

1. Maintain financial records related to project activities on-site.
2. Attended a pre-bid conference, bid opening, or preconstruction meeting.
3. Grant management to include invoicing, record keeping, prepare and award a bid to a vendor
4. Maintain project files.
5. Prepared and submitted detailed monthly and quarterly reports to Commerce.
6. Responded to citizens' complaints.

B. Deliverable No. 2 – Activity Delivery

Tasks that are eligible for reimbursement are as follows:

1. Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act and carry out any mitigation measures required as a result to the Environmental Review findings.
2. Develope policies for the Recipient to adopt related to special conditions listed in this subgrant agreement.
3. Prepared procurement documents.
4. Prepared list, in accordance with 2 CFR Part 200.321, of business entities that operate in the Recipient's area.
5. Prepared and submitted public notices for publications.
6. Conducted a Fair Housing activity.
7. Reviewed contractor payrolls and interviewed employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland "Anti-Kickback" Act.
8. Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities.
9. Prepared documentation for or participated in monitoring visits in person or virtual monitoring with Commerce.
10. Prepared financial activity for submission to Commerce.
11. Prepared and submit Section 3 reports to Commerce.
12. Prepared subgrant modification document for submission to Commerce for review and approval.
13. Prepared responses to monitoring findings and concerns for Recipient to submit to Commerce or HUD.
14. Project Closeout, Engineer's Certification of Completion, Grant Closeout Package completed and submitted to Commerce.

C. Deliverable No. 4 – Construction

Tasks that are eligible for reimbursement are as follows:

- Procure engineering plans
- Purchase generator based on engineering plans
- Construct new concrete pad
- Install permanent generator
- Install new automatic transfer switch (ATS), supply diesel tank, and electrical connections and modifications to current fencing

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5. DELIVERABLES: Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Grant Administration		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Grant Administration activities as identified in Section 4.A of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Grant Administration task on a per completed task basis as detailed in Section 4.A of this Scope of Work; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the folowing: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 1 Cost- $1,229.71
Deliverable No. 2 – Activity Delivery		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**
Subrecipient shall complete Activity Delivery activities as identified in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) Activity Delivery task on a per completed task basis as detailed in Section 4.B of this Scope of Work; evidenced by submittal invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable, and by submittal of the following: 1) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 2 Cost- $2,487.92
Deliverable No. 3 – Construction		
TASKS	**MINIMUM LEVEL OF SERVICE**	**FINANCIAL CONSEQUENCES**

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Subrecipient shall complete Construction tasks as detailed in Section 4.D of this Scope of Work.	Subrecipient may request reimbursement upon completion of activities in accordance with Section 4.D of this Scope of Work in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, evidenced by submittal of the following documentation: 1) AIA forms G702 and G703, or similar accepted Commerce form, completed by a licensed professional certifying to the percentage of project completion. 2) Photographs of the project in progress and completed work; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		Deliverable 4 Cost- $20,876.50
		Total Project Costs Not to Exceed $24,594.13

6. COMMERCE'S RESPONSIBILITIES:

A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by Commerce in its discretion.
B. Assign a Grant Manager as a point of contact for Subrecipient.
C. Review Subrecipient's invoices described herein and process them on a timely basis.
D. Commerce shall monitor progress, review reports, conduct site visits as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Subrecipient.

7. INVOICE SUBMITTAL:

Commerce shall reimburse the Subrecipient in accordance with Section 5 of this Scope of Work. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month in which deliverables have not been completed, the Subrecipient will provide notice that invoicing will not be submitted.
B. The following documents shall be submitted with the itemized invoice:
   1) A cover letter signed by Subrecipient'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 appropriation; (2) are for one or more of the components as stated in Section 5,

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 this Agreement.

2) Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
3) A copy of all supporting documentation for vendor payments.
4) A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement, including but not limited to copies of timesheets related to any applicable deliverables.

C. If the Grantee is 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., 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.
   1) 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
   2) 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., 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 financial hardship.

D. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted through Commerce's Subrecipient Management Reporting Application (SERA) System. Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

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Attachment B – Project Budget (Example)

Subrecipient: _____ Contract Number: _____ Project Title: _____

Activity		Budget			
Activity	**Description**	**CDBG-DR Amount**	**Other Funds**	**Source***	**Total Funds**
1. Grant Administration					
2. Activity Delivery					
3. Engineering Services					
4. Construction					
TOTALS					

***Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.**

Source of Other Funds	Amount
1.	
2.	
3.	

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Attachment C – Activity Work Plan (Example)

Subrecipient _____ Project Title: _____ Project Budget: _____

Contract Number: _____ Date Prepared: _____ Modification Number: _____

Activity Start Date (month/year)	**Activity End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** Please have the Action reflect an activity or task within the Subrecipient Grant Agreement under Section 4, Eligible Tasks within Attachment A – Scope of Work.	**Estimated Leveraged Funds to be Expended per "Activity End Date"**	**Estimated Funds to be Requested per "Activity End Date"**
		EXAMPLE: Deliverable 1 – Project Implementation		
		EXAMPLE: Deliverable 2 – Engineering -		
		EXAMPLE: Deliverable 2 – Conduct Environmental Review		
		EXAMPLE: Deliverable 3 – Construction		

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Attachment D – Program and Special Conditions

1. Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan (Attachment C). If Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to Commerce within 21 calendar days of receiving Commerce's request for justification for the delay. Any project for which Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless Commerce agrees that Subrecipient has provided adequate justification for the delay.

2. Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Budget (Attachment B) and Activity Work Plan (Attachment C).

3. Subrecipient shall request Commerce's review for all procurement solicitations and professional services contracts and/or agreements that will be reimbursed with CDBG-DR funds. Subrecipient shall notify Commerce in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-DR funds to pay for professional services. Subrecipient must submit the following to Commerce Grant Manager for review:
   a. copy of the solicitation document
   b. copy of advertisement
   c. draft copy of the contract

4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed $5,000, Subrecipient shall complete the following:
   a. Submit for Commerce's approval the documentation required in paragraph 3 above for any professional services contract. Subrecipient proceeds at its own risk if more than the specified amount is incurred before Commerce approves the procurement. If Commerce does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-DR funds for that contract beyond $5,000.
   b. Comply with 24 CFR part 58, as well as Parts 35, 51, 55 and other federal environmental compliance requirements as appropriate. When Subrecipient has completed the environmental review process for any project that includes activities categorized as neither Exempt pursuant to § 58.34 nor categorically excluded pursuant to § 58.35(b), it shall submit a Request for Release of Funds and Certification. Commerce will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of Commerce. If Commerce has not issued an Authority to use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request. **SUBRECIPIENT SHALL NOT CARRY OUT ANY CHOICE-LIMITING ACTIONS OR COMMIT HUD FUNDS OR NON-HUD FUNDS TO ACTIVITES OTHER THAN THOSE PREVIOUSLY CERTIFIED AS EXEMPT IN ACCORDANCE WITH 24 CFR 58.34 OR CATEGORICALLY EXCLUED IN ACCORDANCE WITH 24 CFR 58.35(b) BEFORE Commerce HAS ISSUED "THE AUTHORITY TO USE GRANT FUNDS."**

5. As directed by the Federal Register, the Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR §570.606(b), the requirements of 24 CFR §42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304(d)), and the requirements in 24 CFR §570.606(d), governing optional relocation assistance policies.

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6. If Subrecipient undertakes any activity subject to the URA, Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that Commerce can determine whether remedial action may be needed. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

7. Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, Commerce, HUD, and applicable regulations and guidance laws, specifically including but not limited to:

    a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions); Subrecipient must provide proof to Commerce Grant Manager that they have completed a department check of SAM.gov for all prime and subcontractors.
    b. Section 3 Participation Report (Construction Prime Contractor);
    c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
    d. Section 3 Participation Report (Construction Subcontractor), (if applicable).

8. For each Request for Funds (RFF) that includes reimbursement of construction costs, Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by Commerce, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by Commerce. For each RFF that includes construction costs, Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by Commerce, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by Commerce, if applicable.

9. For each project, when Subrecipient issues the Notice to Proceed to the contractor(s) to being work, copies of the following documents shall be sent to Commerce:
    a. Notice to Proceed;
    b. The contractor's performance bond (100 percent of the contract price); and
    c. The contractor's payment bond (100 percent of the contract price).

10. Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-DR funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).

11. Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.

12. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. §3545, Subrecipient shall update and submit Form HUD 2880 to Commerce within thirty (30) calendar days of Subrecipient's knowledge of changes in situations which would require that updates be prepared. Subrecipient must disclose:

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a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG-DR-funded activity; and
b. Any person or entity that has a financial interest in the project or activity that exceeds $50,000 or 10 percent of the grant, whichever is less.

13. If required, Subrecipient shall submit a final Form HUD 2880, to Commerce with Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

14. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR §570.489(g). Title 24 CFR §570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-DR financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.

15. Any payment by Subrecipient using CDBG-DR funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by Commerce prior to distribution of the funds. Should the subrecipient fail to obtain Commerce pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-DR funds.

16. Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to Commerce with the administrative closeout package for this Agreement.

17. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

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Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-DR funds available to Subrecipient through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on Subrecipient and Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 88, No. 96/Thursday, May 18, 2023/Notices. Notwithstanding the foregoing, Subrecipient assumes responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 including the decision making and determination of environmental compliance.

Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to Subrecipient on an advance or reimbursement basis.

Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient further agrees to comply with all other applicable Federal, State and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

I. State of Florida Requirements

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

II. Audits, Inspections, and Monitoring

1. Single Audit

Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

2. Inspections and Monitoring

Subrecipient shall permit the Grantee and auditors to have access to Subrecipient's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

Subrecipient must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

(1) Reviewing financial and performance reports required by the Grantee;

(2) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from the Grantee detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from the Grantee as required by 2 CFR §200.521.

3. **Corrective Actions**

Subrecipient shall be subject to reviews and audits by the Grantee, including onsite reviews of Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304I(2). The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

III. Drug-Free Workplace

Drug-free workplace. Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

IV. Procurement and Contractor Oversight

Subrecipient shall comply with the procurement standards in 2 CFR §200.318-327 when procuring property and services under this agreement. Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 and 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit https://www.sam.gov/SAM/

V. Property Standards

Real property acquired by Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314-316. Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by Subrecipient for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

Subrecipient shall also comply with the Property Standards in 2 CFR 200.310-316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

VI. Federal Funding Accountability and Transparency Act (FFATA)

Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). Subrecipient must have an active registration in SAM, https://www.sam.gov/SAM/ in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI) number https://fedgov.dnb.com/webform/

Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

VII. Relocation and Real Property Acquisition

Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act."

VIII. Nondiscrimination

1. 24 CFR part 6

Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

2. Architectural Barriers Act and the Americans with Disabilities Act

Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

3. State and Local Nondiscrimination Provisions

Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1).

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A. General Compliance:

Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because an individual has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

B. Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any federal financial assistance, Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, Subrecipient's assurance herein shall obligate Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate Subrecipient for the period during which federal financial assistance is extended pursuant to the contract or application. This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to Subrecipient under this agreement, the instrument effecting any disposition by Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

4. Affirmative Action

A. Business Entities

When possible, the Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) under this agreement.

B. Notifications

Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

IX. Labor and Employment

1. Labor Standards

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Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

X. Section 3 of the Housing and Urban Development Act of 1968

1. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act. Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

2. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75 and its related regulations in Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

1. Section 3 Benchmarks and Reporting

A. Benchmarks. Contracts over $200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.

C. Recipient will comply with any Section 3 Project Implementation Plan documents, if any, provided by HUD or Commerce which may be amended from time to time for HUD reporting purposes.

XI. Conduct

1. Hatch Act

Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

In the procurement of supplies, equipment, construction and services pursuant to this agreement, Subrecipient shall comply with the conflict of interest provisions in the Grantee's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in the Grantee's procurement policies and procedures, Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

3. Lobbying Certification

Subrecipient hereby certifies that:

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

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

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

XII. Religious Activities

Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

XIII. Environmental Conditions

1. Prohibition on Choice Limiting Activities Prior to Environmental Review

Subrecipient must comply with the limitations in 24 CFR 58.22. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds and non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of HUD funds for the activity. If Commerce has not issued an Authority to Use Grant Funds within fifteen (15) days of Subrecipient's submission of the required documentation, Commerce shall provide Subrecipient a written update regarding the status of the review process upon request.

2. Air and Water

Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

A. Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and

B. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
C. The Clean Air and Water Act: If this Contract is more than $100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to Commerce.
D. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

3. Flood Disaster Protection

Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award and listed at the beginning of this Attachment.

4. Lead-Based Paint

The Subrecipient shall follow the Grantee's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R of this title.

5. Historic Preservation

Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

XIV. Additional Regulations

A. The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
B. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
C. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
D. The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (P.L.) 103-227, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
E. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal

money, Contractor shall clearly state: (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

F. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

G. The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of $2,000 for construction contracts or in excess of $2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

I. Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

J. Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

XV. Non-Compliance

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

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Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community per FR Vol. 90, No. 40.

Equal Employment Opportunity

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-DR funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-DR funds, Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Subrecipient shall do the following:

1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
   a) Has a physical or mental impairment which substantially limits one or more major life activities,
   b) Has a record of such an impairment, or
   c) Is regarded as having such an impairment;

2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;

3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

4) Establish a system to record the following for each Section 504/ADA call:
   a) The nature of the call,
   b) The actions taken in response to the call and
   c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and

telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-DR-funded projects in the community. Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-DR-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the

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regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Civil Rights Regulations

As a condition for the receipt of CDBG-DR funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-DR funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that _____ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By: _____ **Date:** _____

Name: _____

Title: _____

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Attachment G – Reports

The following reports must be completed and submitted to Commerce in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to Commerce five (5) calendar days after the end of each month.

2. A **Quarterly Progress Report** must be submitted to Commerce on forms to be provided by Commerce no later than the 5th of every April, July, October and January**.**

3. Subrecipient shall closeout its use of the CDBG-DR funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Grantee) and determining the custodianship of records.

   Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to Commerce no later than nine months from the end of Subrecipient's fiscal year. If Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to Commerce no later than nine months from the end of Subrecipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@commerce.fl.gov within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

   Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 5th of each quarter (January 5, April 5, July 5, and October 5). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to Commerce.

7. Request for Funds must be submitted as required by Commerce and in accordance with the ***Scope of Work (Attachment A)*** , ***Project Budget (Attachment B) and Activity Work Plan (Attachment C).***

8. All forms referenced herein are available online or upon request from Commerce's grant manager for this Agreement.

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Attachment H – Warranties and Representations

Financial Management

Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR § 200.318-200.327 and be conducted in a manner providing full and open competition. Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1))

Business Hours

Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by Commerce to Subrecipient may be subject to audits and/or monitoring by Commerce 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, 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, Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by Commerce staff to Subrecipient regarding such audit. Subrecipient 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 Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.1.

1. A Subrecipient 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 Commerce by this agreement. In determining the federal awards expended in its fiscal year, Subrecipient 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 Subrecipient 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, Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

3. A Subrecipient 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 Subrecipient 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 Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that Subrecipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), Subrecipient 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, Subrecipient 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, Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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), F.S., 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, F.S. 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 Subrecipient 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 Subrecipient 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 Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		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 to 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. Subrecipients, 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 Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. Subrecipient 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 six (6) 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. Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of six (6) 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 I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	*($24,594.13)*
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: *This is not a research and development award.*	Funding is being provided as CDBG-DR/HMGP matching funds to provide protection by purchasing and installing one (1) permanent generator with capacity of 50 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes constructing a new concrete pad, installing a new automatic transfer switch (ATS), a supply diesel tank, and electrical connections and modifications to current fencing. Currently, the infrastructure uses other unreliable portable generators to power these lift stations during power outages. The current generators are servicing multiple locations and provide inadequate power to this lift station. An interruption in the electric power supply would result in a loss of service to 2,500 people as well as increase the risk of sewer overflow events. The project shall decrease the risk of electrical power loss to the Wauchula Hills Lift Station and shall allow the city to maintain the operation of this wastewater lift station during future power outages.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. Subrecipient shall perform its obligations in accordance with 24 CFR §570.480 – 570.497.
3. Subrecipient shall perform its obligations in accordance with 24 CFR Part 58.
4. Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
5. Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
6. Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

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Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

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Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@commerce.fl.gov.		
Subrecipient:		
FEIN:	Subrecipient's Fiscal Year:	
Contact Name:	Contact's Phone:	
Contact's Email:		

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

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Subrecipient 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, Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

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

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

   Did Subrecipient expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

   If yes, Subrecipient 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 Subrecipient, 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 K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

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Attachment L
2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 42424240 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or

mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.323 – Procurement of recovered materials.

(K) See 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 2 CFR § 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida
Department of Commerce

Federally Funded
Community Development Block Grant
Disaster Recovery Subrogation Agreement

This Subrogation and Assignment Agreement ("Agreement') is made and entered by and between *Hardee County* (hereinafter referred to as "Subrecipient") and the State of Florida, Department of Commerce (hereinafter referred to as "Commerce").

In consideration of Subrecipient's receipt of funds or the commitment by Commerce to evaluate Subrecipient's application for the receipt of funds (collectively, the "Grant Proceeds") under the Commerce Community Development Block Grant-Disaster Recovery Program (CDBG-DR Program) administered by Commerce, Subrecipient hereby assigns to Commerce all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (FEMA) or the Small Business Administration (SBA) (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-DR Program and that are determined in the sole discretion of Commerce to be a duplication of benefits (DOB) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Upon receiving any Proceeds, Subrecipient agrees to immediately notify Commerce who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to Commerce, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to Commerce shall not exceed the amount received from the CDBG-DR Program.

Subrecipient agrees to assist and cooperate with Commerce to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient's assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient's name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by Commerce. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that Subrecipient would be entitled to under any applicable Disaster Program.

If requested by Commerce, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to Commerce, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-DR Program, the Policies, any amounts received under the Disaster Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by Commerce to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows Commerce to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by Commerce to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to Commerce.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to Commerce, if Subrecipient received Grant Proceeds under the CDBG-DR Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to Commerce, and Commerce will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (Subsequent DOB Proceeds). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by Commerce.
2. If Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by Commerce to reduce payments of the Grant Proceeds to Subrecipient, and all Subsequent DOB Proceeds shall be returned to Subrecipient.
3. If Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by Commerce.
4. If Commerce makes the determination that Subrecipient does not qualify to participate in the CDBG-DR Program or Subrecipient determines not to participate in the CDBG-DR Program, the Subsequent DOB Proceeds shall be returned to Subrecipient, and this Agreement shall terminate.

Once Commerce has recovered an amount equal to the Grant Proceeds paid to Subrecipient, Commerce will reassign to Subrecipient any rights assigned to Commerce pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

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The person executing this Agreement on behalf of Subrecipient hereby represents that he/she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, Commerce shall be entitled to recover all costs of enforcement, including actual attorney's fees.

	HARDEE COUNTY		**DEPARTMENT OF COMMERCE**
By	_____	**By**	_____
	Signature		Signature
	Insert Authorizing Official Name		_____
Title	**Insert Authorizing Official Title**	**Title**	_____
Date	_____	**Date**	_____

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Attachment N – HMGP Agreement, Attachment A, Budget and Scope of Work

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Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Wauchula Hills Lift Station, in Wauchula, Hardee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-017-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency backup power to Wauchula Hills Lift Station located in Wauchula, Florida 33873. Coordinates: (27.579418, -81.820045).

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 50 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes constructing a new concrete pad, installing a new automatic transfer switch (ATS), a supply diesel tank, and electrical connections and modifications to current fencing. Currently, the infrastructure uses other unreliable portable generators to power these lift stations during power outages. The current generators are servicing multiple locations and provide inadequate power to this lift station. An interruption in the electric power supply would result in a loss of service to 2,500 people as well as increase the risk of sewer overflow events. The project shall decrease the risk of electrical power loss to the Wauchula Hills Lift Station and shall allow the city to maintain the operation of this wastewater lift station during future power outages.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements, and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   b) Local Building Official Inspection Report and Final Approval.

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

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

   e) Certified Letter of Completion, as applicable:

1. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
2. Certifying Compliance with all applicable codes.

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

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

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

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

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

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

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

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

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

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task

performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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

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

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of providing protection to Wauchula Hills Lift Station located in Wauchula, Florida 33873, by installing a permanent diesel generator.

The generator and electrical components shall be protected against a 500-year (02.% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Sub-Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record, as applicable. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by FEMA but done substantially at the same time) shall require resubmission to the Division and FEMA for revaluation of compliance with the National Environmental Protection Act (NEPA) and Section 106 of the National Historic Preservation Act (NHPA) prior to initiation of any work. Non-compliance with these requirements may jeopardize FEMA's ability to fund this project. A change in the scope of work shall be approved by the Division and FEMA in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Sub-Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
    c) SRMC cannot exceed 5% of the total project costs awarded.
    d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
    e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
    f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-017-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on May 22, 2024; and the Period of Performance for this project shall end on **May 31, 2027**.

F) FINANCIAL CONSEQUENCES:

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$48,506.00	$32,588.46	$15,917.54
Labor:	$35,000.00	$23,514.54	$11,485.46
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$83,506.00**	**$56,103.00**	**$27,403.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$ 83,506.00**	**$ 56,103.00**	**$ 27,403.00**
****SRMC**			
SRMC:	$3,717.63	$3,717.63	
SRMC Total:	**$3,717.63**	**$3,717.63**	

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

****** This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes*

to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

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

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $3,717.63 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

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

Funding Summary Totals

Federal Share:	$56,103.00	(67.184393935%)
Non-Federal Share:	$27,403.00	(32.815606065%)
Total Project Cost:	**$83,506.00**	**(100.00%)**
SRMC (100% Federal)	$3,717.63	

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** Addendum #1 to CFRPC Interlocal Agreement for the Revised Vulnerability Assessment Contract
SUGGESTED ACTION:	- Motion to approve addendum #1 to the interlocal agreement between the Central Florida Regional Planning Council (CFRPC) and Hardee County to revise deliverable dates to align with the updated Vulnerability Assessment between Hardee County and the Florida Department of Environmental Protection; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Revised Memo 23PLN113 - 2025-06-19.pdf

CFRPC Hardee ILA Addendum 1 Draft 5-2025.docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAIN, DISTRIC 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Doug Baber, Assistant County Mangers

From: Lorie Ayers, General Services Director

Subject: Hardee County Vulnerability Assessment – 23PLN113

Date: June 19, 2025

Addendum #1 of the Interlocal Agreement between Central Florida Regional Planning Council and Hardee County is necessary to address the revised deliverable dates and extend the project period to June 30, 2026. The revised dates align with the revised Vulnerability Assessment grant agreement between Hardee County and the Florida Department of Environmental Protection.

Staff recommends approval.

ADDENDUM #1

INTERLOCAL AGREEMENT
BETWEEN
Central Florida Regional Planning Council (COUNCIL)
and
Hardee County, a political subdivision of the State of Florida (COUNTY)

THIS ADDENDUM is entered into on this _____ day of _____ 2025, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the COUNCIL) and **Hardee County** (hereinafter referred to as the COUNTY). This is an addendum to the Interlocal Agreement approved on the 26th day of October 2023 and provides for updates to address the revised deliverable dates to align with the revised Vulnerability Assessment contract between Hardee County and the Florida Department of Environmental Protection. This amendment is consistent with the County's revised grant agreement with FDEP which requires Deliverables 3, and 5-11 to be complete by March 31, 2026.

IN WITNESS WHEREOF, the COUNTY and the COUNCIL have hereunto set their hands and seals and executed this Agreement on the _____ day of _____, 2025.

CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Jennifer Codo-Salisbury
Executive Director

Date: _____

_____
CFRPC Attorney

_____
Witness Signature

_____
Witness Printed Name

HARDEE COUNTY,
a political subdivision of the State of Florida

_____
Russell Melendy, Chair

Date: _____

ATTEST:

_____

Reviewed as to form and legal sufficiency:

_____
County Attorney's Office

ADDENDUM #1 - ATTACHMENT A
COMPENSATION

The changes included in the addendum are outlined below. Text shown as <u>underlined</u> is text to be added. Text shown as ~~strikeout~~ is text to be removed.

III. COMPENSATION

As consideration for performance of Work, the COUNTY agrees to pay a fee not to exceed $190,000 (one hundred and ninety thousand and 00/100 dollars) to be paid in ten (10) payments as follows.

Task No.	Task Title	Total Amount	Task Due Dates
1	Project Management Plan, Kick-off Meeting	$4,000	11/30/2023
2	Assemble Steering Committee	$3,000	12/31/2023
3	Conduct Steering Committee Meetings	$5,000	~~1/31/2024~~ 3/31/2026
4	Public Outreach Meeting #1	$8,000	2/15/2024
5	Acquire Background Data	$20,000	~~3/31/2024~~ 3/31/2026
6	Exposure Analysis	$22,000	~~8/30/2024~~ 3/31/2026
7	Sensitivity Analysis	$22,000	~~9/30/2024~~ 3/31/2026
8	Public Outreach Meeting #2	$6,000	~~12/31/2024~~ 3/31/2026
9	Final Vulnerability Assessment Report, Maps, and Tables	$90,000	~~2/28/2025~~ 3/31/2026
10	Public Presentation	$10,000	~~3/31/82025~~ 3/31/2026
	Total	$190,000	

ADDENDUM #1 - ATTACHMENT B

EXECUTED INTERLOCAL AGREEMENT

BETWEEN

Central Florida Regional Planning Council (COUNCIL)

and

Hardee County, a political subdivision of the State of Florida (COUNTY)

AGENDA ITEM NO. 11.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** T-Mobile Hometown Grant Application
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the T-Mobile Hometown Grant application for Pioneer Park playground renovations in the amount of $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.

ATTACHMENTS:
Memo - 2025.pdf
Submission_ 0699.pdf
Binder1.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

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863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: 2026 T-Mobile Hometown Grant – BCC Agenda Request

Date: 06/19/2025

T-Mobile Hometown (Main Street America) is offering funding for special community projects in rural cities across the country. If awarded, this project will be to revitalize the Pioneer Park playground area to make it a more welcoming and inclusive safe space for residents of all ages and abilities.

Staff recommended approval of a grant application with the T-Mobile Hometown Grant Program in the amount of $50,000.00 with no cash match required.

Title	**0699**	03/31/2025
	by **Courtney Barringer** in **T-Mobile Hometown Grant Application Q1 2025 (Application Open January 1 - March 31, 2025)**	id. 50131091
	courtney.barringer@hardeecountyfl.gov	

Original Submission

03/31/2025

Thank you for your interest in the T-Mobile Hometown Grants Program. 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. Note: When developing your proposed project budget, keep in mind that funds may not be used for engineering and architectural plans or fees, salaries or annual operating expenses, or reimbursement for projects that are already completed. Projects must be completed and usable by the public by May 31, 2026. Make sure to consider these parameters when choosing the kind of project you are proposing 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. 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 in mid-May 2025 and funds will be disbursed by approximately June 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

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 Street
Organization's Street Address Line 2	Room 201
Organization's City	Wauchula
Organization's State/Territory	FL
Organization's Zip Code	33873
Organization's County	Hardee
Tribal affiliation or indigenous organization, if applicable	
Which best describes your organization:	Local government entity (includes the city, county, public libraries, public school districts, and other public agencies)

How many staff (full-time and part-time) does your organization have?	176
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 Board of County Commissioners continually seeks grant opportunities, submits grant applications, receives grant awards and successfully administers grants dealing with legislative appropriations, courthouse, infrastructure, housing, parks and recreation, etc.
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 May 31, 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?	Revitalizing Pioneer Park: A Hub for Community Connection
Please select the project category that most closely describes your proposal.	Park
	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 Boulevard

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	26,068
Brief Project Summary: Please describe your project in one to two sentences.	Pioneer Park is a community cornerstone in Hardee County, Florida. However, time and wear have taken a toll, leaving the park underutilized and lacking features that meet the needs of our growing population. TMobile Hometown Grant funding would revitalize Pioneer Park, transforming it into a vibrant hub for community connection.

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.

Detailed_Project_Proposal.pdf

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.

IMG_2243_Existing_Playground_Park_Roadside.jpeg

IMG_2253_Area_Proposed_for_Playground-Designated_Seating.jpeg

IMG_2827_-_Pathway_to_Clear.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.	By revitalizing Pioneer Park, we aim to achieve: 1. Increased Accessibility by installing new inclusive playground equipment in a safer location, accessible walkways and designated seating areas for all ages and abilities. 2. Enhanced Functionality by creating a multipurpose space for community events, fitness activities and casual recreation. 3. Improved Safety by clearing pathways of overgrown vegetation and adding accessible walkways to enhance safety. And 4. Community Engagement by hosting community events and programs in the revitalized park, fostering a stronger sense of connection and belonging

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?	Revitalizing Pioneer Park 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. 3. Foster a stronger sense of connection 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 will become a thriving hub for Hardee County, promoting a stronger sense of community spirit.
Please provide a timeline for your project. Note when the different stages/elements of your project will be executed, if selected.	9/1/2025 Grant Funds Disbursed 10/2025 Request bids for playground equipment and surface installation, concrete walkways along cleared paths, and seating 11/2025 Bids awarded and purchase orders completed 12/2025 Work in progress 6/2026 Work complete 8/2026 Final invoices received, procurement complete and close gran
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 (March 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?	$49,909.00
Does your project need more than $50,000 to be completed?	No

Please provide an itemized budget (.pdf, .xlx, .jpg, or .doc) showing how the grant funds would be used. Make sure to include labor costs in your budget. If your project requires more than $50,000, make sure to 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.

Detailed_Budget_with_Quotes.pdf

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. Letters of support may be combined into one document or uploaded as individual documents.

Letter_of_Support_-_HCSB.pdf

Letter_of_Support_-_Tourist_Council.pdf

Support_Letter_-_Friends_of_the_Park.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.)

Map_-_Pioneer_Park_REVITALIZED.docx

Map_-_Pioneer_Park.docx

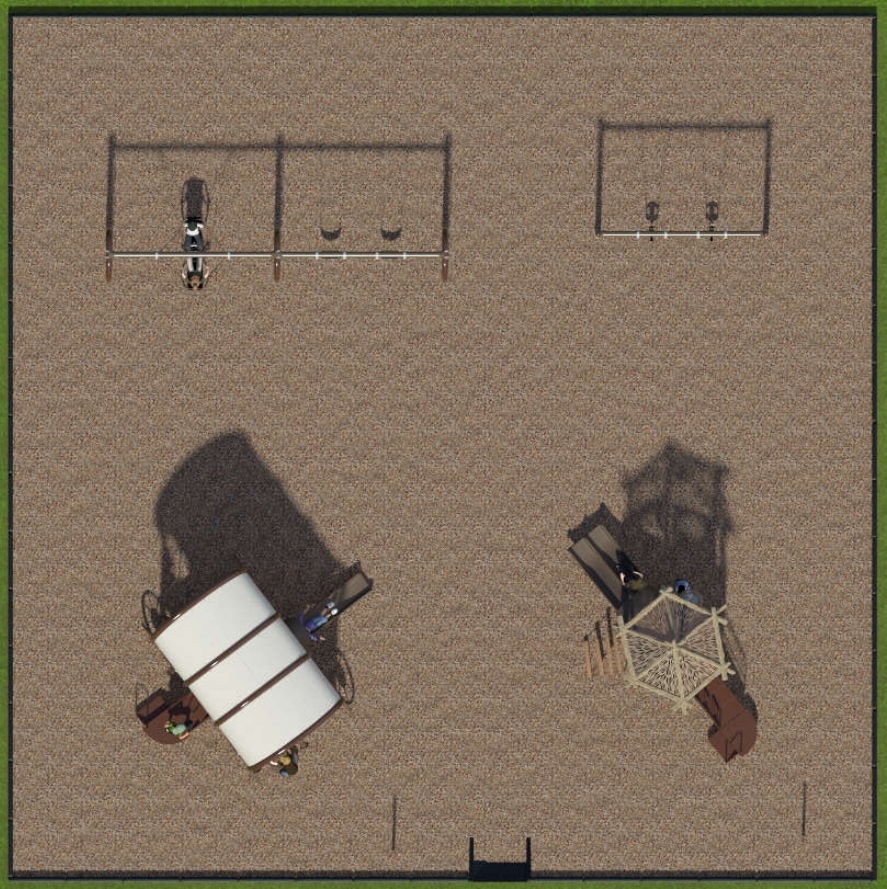
Map_-_Hardee_County.pdf

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

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

Which best describes your organization's affiliation to 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



landscape structures

Hardee County Pioneer Park

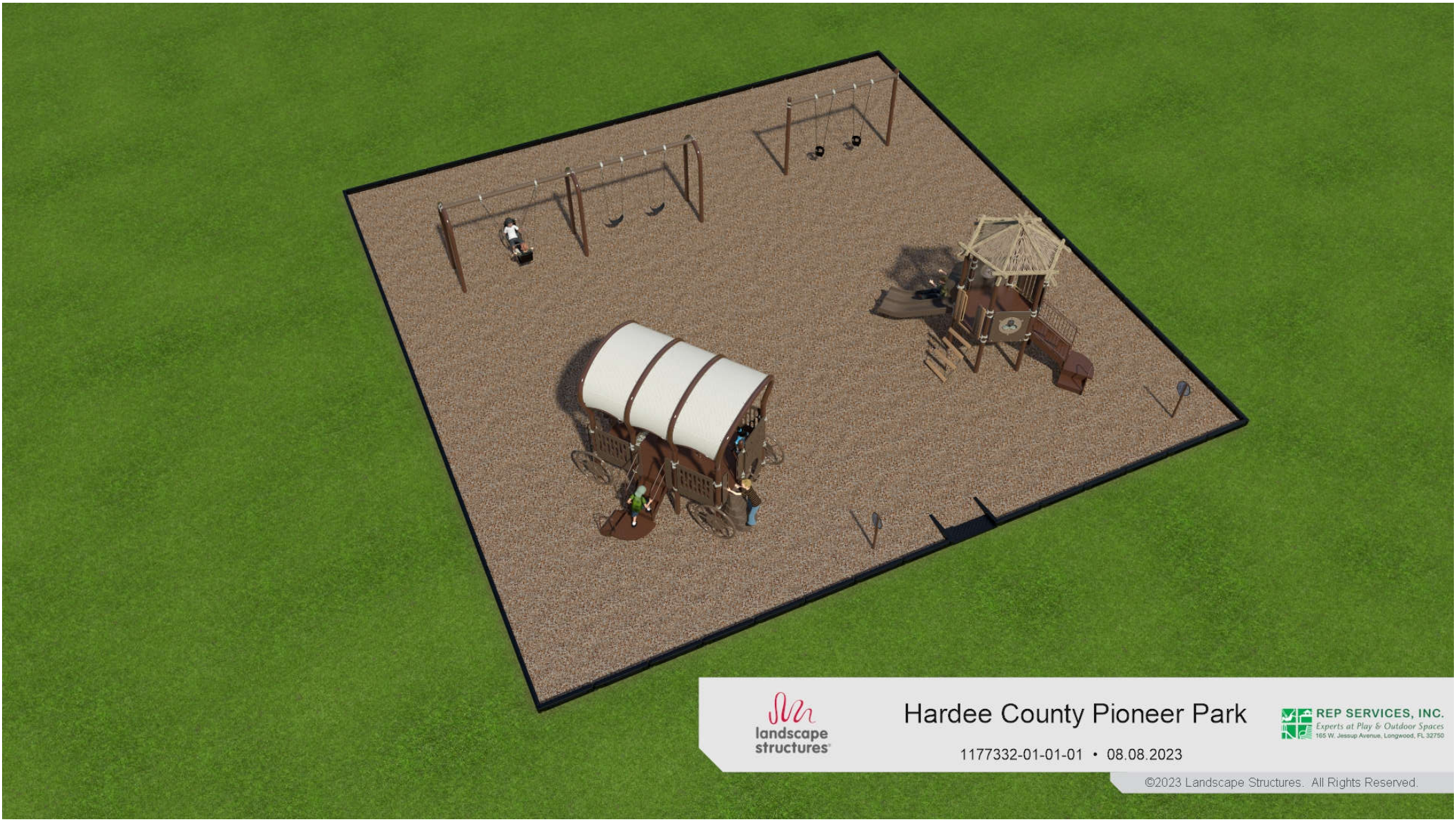
REP SERVICES, INC.
Experts at Play & Outdoor Spaces
165 W. Jessup Avenue, Longwood, FL 32750

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AGENDA ITEM NO. 11.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** Hurricane Milton Cash Match Waiver
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the application for disaster assistance local match reduction or waiver and payment deferral application for FEMA Declaration Number DR4834FL in an estimated amount of $39,563; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo.pdf

application-for-disaster-assistance-local-match-reduction-or-waiver-and-payment-deferral-for-public-assistance-5-updated-002(4).docx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Hurricane Milton Cash Match Waiver Application

Date: June 19, 2025

Florida Division of Emergency Management provides an application for communities to apply for a waiver of the local 12.5% cash match requirement due to financial hardship, extensive damages, or other relevant factors. As a fiscally constrained county, this waiver is a great benefit for Hardee County.

Staff recommends approval.

APPLICATION FOR DISASTER ASSISTANCE LOCAL MATCH REDUCTION OR WAIVER AND PAYMENT DEFERRAL FOR PUBLIC ASSISTANCE

Entity Name: Hardee County Board of County Commissioners

Contact Person: Lorie Ayers

Address: 412 W. Orange Street, Ste. 201, Wauchula, FL 33873

Phone Number and Email Address: lorie.ayers@hardeecountyfl.gov

FEMA Declaration Number: DR4834FL

Payment Deferral Period Requested: From: _____ To: _____

If Waiver Request: Estimated Damage: $ 316,504

(A) Local Match Amount Required: $ 39,563

(B) Local Match Possible (this fiscal year and/or next) : $ 0

(C) = (A) - (B) Waiver Amount Requested: $ 39,563

Reason(s) for waiver/payment deferral request: Hardee County is a fiscally constrained County and is also a Rural Area of Opportunity County. Based on current/past revenues, expected revenue losses, and estimated cost of damages due to Hurricane Milton, Hardee County does not expect to be able to meet the non-federal match required for projects/repairs obligated under FEMA PA associated with long-term recovery due to Milton.

	Amount will deplete General Revenue fund balance or available reserve funds to _____% of the prior year's general revenue collections (fill in calculation)
	Amount exceeds current available tax/revenue raising capacity available for next fiscal year (ad valorem, sales tax, utility tax, etc.)
	Amount cannot be budgeted for either this fiscal year or next fiscal year
	Other

Please attach documentation including:

1. What is the extent of damages? Provide copies of the Preliminary Damage Assessments or Project Worksheets and all available financial estimates of FEMA eligible damages.
2. An assessment of all available tax/revenue capacity: are you at 10 mills, are all utility taxes being levied, etc.
3. Explain what the entity proposes to do to assist with the local match requirement as reflected in (B) above. Specifically, what share of the amount can the entity contribute toward the match either this fiscal year and/or next fiscal year? Is the entity willing to have its match deducted from future state shared revenues? Or, if a deferral is requested, why does the entity need the requested period of time?
4. Explain why the entity cannot cover the waiver amount requested in (C) above or requires a deferral period? Can capital projects be deferred or other budget adjustments be made to cover this local match, is revenue capacity or fund balances available?
5. List all fund balance and reserve funds of the entity. Have any draws from these funds been made this fiscal year, for what purpose, and is there an estimated balance for each for fiscal year end?
6. Have you had prior disaster awards (public assistance and/or hazard mitigation) in the past two years? If so, when and what was your local match or was a waiver granted?
7. Provide copies of your latest Comprehensive Annual Financial Report, management letter, current fiscal year adopted budget - all funds, revenues and expenditures (as amended if applicable), and any other financial information that would document the hardship.
8. Is your local government a signee of the State Emergency Management Mutual Aid Agreement?
9. Status of Local Mitigation Strategies (LMS) in conjunction with the Executive Office of the Governor, Division of Emergency Management and FEMA.
10. Provide any other information you believe would assist in supporting your request (e.g. status under section 218.503, Florida Statutes)
11. Have you had any significant revenue losses from any other disasters this year? If yes, please list.
12. Provide the following information: population size, poverty rate, unemployment rate.

APPLICATION FOR DISASTER ASSISTANCE LOCAL MATCH REDUCTION OR WAIVER AND PAYMENT DEFERRAL

I hereby certify as the highest elected official of
that the information contained herein is accurate and correct to the best of my knowledge and the waiver amount requested above is necessary to maintain services and infrastructure essential to support health, safety, and welfare of this community. I further certify that all damage estimates and this waiver amount is for covered losses directly related to the impact of the stated disaster.

	Chairman
Signature	Title
Russell A. Melendy	June 19, 2025
Name of Highest Ranking/Elected Official	Date

If you have any questions regarding this application, please call Frances Coyle, Office of the Governor, (850) 487-1880.

Application must be submitted to:

Executive Office of the Governor
Office of Policy and Budget
The Capitol, Room 1802
Tallahassee, Florida 32399-0001
Attn: Brian Mimbs, Policy Coordinator

NOTE: The authority for such application is found in section 252.37(5)(b), Florida Statutes, and reads as follows:

> (b) The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under s. 216.177, of all or a portion of the required match for public assistance projects for local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the local government, and if the local government applies for the wavier within the first 18 months after the disaster is declared.

AGENDA ITEM NO. 11.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Tapanga Arana, Grants Coordinator -** Mosquito Control Detailed Work Plan for 2025-2026
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control grant for FY2025-26, in the amount of $55,963.64, authorizing matching funds in an amount not to exceed $9,546.12; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo.pdf
Detailed Work Plan Budget-13623.pdf
Detailed Work Plan Budget-13623 (2).pdf
Detailed Work Plan Budget-13623 (3).pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
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TERRY ATCHLEY
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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: Mosquito Control Detailed Work Plan

Date: June 19, 2025

The annual Mosquito Control detailed work plan budget for fiscal year 2025-2026 has been prepared to be submitted to the Florida Department of Agricultural and Consumer Services. This work plan is necessary to receive the annual mosquito control funds.

Staff recommends approval.

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WILTON SIMPSON
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL: _____ FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25 PREPARED BY: Nikki Atchley / Kevin King

ENDING SEPTEMBER 30, 20 26

DATE: _____ DATE: 6/9/2025

APPROVED BY: _____ COUNTY or DISTRICT HARDEE APPROVED BY: _____

FDACS Mosquito Control Program Representative — Chairman of the Board, or Clerk of Circuit Court

DATE: _____ DATE: _____

PAGE 1 OF 3

ACCOUNT	TITLE		RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	TO BE PAID FROM: STATE	TO BE PAID FROM: GENERAL EXPENSE		PROGRAM ELEMENTS					
	RECEIPTS													
311	Ad Valorem (Current/Delinquent)													
	Bocc - Hardee				$ 5,385.00									
	City of Bowling Green				$ 745.20									
	City of Wauchula				$ 2,779.71									
	Town of Zolfo Springs				$ 636.21									
334.1	State Grant													
						$ 55,963.64								
362	Equipment Rentals													
337	Grants and Donations													
361	Interest Earnings													
364	Equipment and/or Other Sales													
369	Misc./Refunds (prior yr expenditures)													
380	Other Sources													
389	Loans													
TOTAL RECEIPTS				$ -	$ 9,546.12	$ 55,963.64	$ -							
BEGINNING FUND BALANCE					$ -	$ -								
TOTAL BUDGETARY RECEIPTS AND BALANCES				**$ -**	**$ 9,546.12**	**$ 55,963.64**	**$ -**							

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WILTON SIMPSON
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.
Telephone: (850) 617-7933; Fax: (850) 617-7939

Submit to:
Mosquito Control Program
MosquitoControlReports@FDACS.gov
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:
DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25
ENDING SEPTEMBER 30, 20 26

PREPARED BY: Nikki Atchley / Kevin King
DATE: 6/9/2025

APPROVED BY:
FDACS Mosquito Control Program Representative
DATE:

COUNTY or DISTRICT HARDEE

APPROVED BY:
Chairman of the Board, or Clerk of Circuit Court
DATE:

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM LOCAL	TO BE PAID FROM STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	EXPENDITURES													
10	Personal Services													
	Salaries			$ 1,200.00		$ 1,200.00								
20	Personal Services Benefits													
30	Operating Expense													
	Contractural Services / Clarke Mosquito Control			$ 61,500.77	$ 9,546.12	$ 52,063.64								
40	Travel & Per Diem													
41	Communication Serv													
	Phone / email			$ 200.00		$ 200.00								
42	Freight Services													
43	Utility Service													
44	Rentals & Leases													
45	Insurance													
46	Repairs & Maintenance													
47	Printing and Binding													
48	Promotional Activities													
	Outreach			$ 200.00		$ 200.00								
49	Other Charges													
	Educataion			$ 500.00		$ 500.00								
51	Office Supplies													
	General office supplies			$ 200.00		$ 200.00								
52.1	Gasoline/Oil/Lube													
52.2	Chemicals													

	Page 3 of 4													
52.3	Protective Clothing													
52.4	Misc. Supplies													
	Surveillance supplies			$ 1,600.00		$ 1,600.00								
52.5	Tools & Implements													
54	Publications & Dues													
55	Training													
60	Capital Outlay													
71	Principal													
72	Interest													
81	Aids to Government Agencies													
83	Other Grants and Aids													
89	Contingency (Current Year)													
99	Payment of Prior Year Accounts													
				$ 65,509.76	$ 9,546.12	$ 55,963.64								
Other	Please Select Other Accounting Code													
Other	Please Select Other Accounting Code													
Other	Please Select Other Accounting Code													

Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

WILTON SIMPSON
COMMISSIONER

DETAILED WORK PLAN BUDGET - ARTHROPOD CONTROL

Rule 5E-13.022, F.A.C.

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Tallahassee, FL 32399-1650

RECOMMENDED FOR APPROVAL:

DATE:

FOR FISCAL YEAR BEGINNING OCTOBER 1, 20 25

ENDING SEPTEMBER 30, 20 26

PREPARED BY: Nikki Atchley / Kevin King

DATE: 6/9/2025

APPROVED BY:
FDACS Mosquito Control Program Representative

DATE:

COUNTY or DISTRICT HARDEE

APPROVED BY:
Chairman of the Board, or Clerk of Circuit Court

DATE:

ACCOUNT	TITLE	PERIOD OR QUANTITY	RATE OR UNIT	TOTAL COST	TO BE PAID FROM: LOCAL	STATE	GENERAL EXPENSE	CAPITAL	PROGRAM ELEMENTS					
	RESERVES													
0.001	Reserves - Future Capital Outlay													
0.002	Reserves - Self-Insurance													
0.003	Reserves - Cash Balance to be Carried Forward													
0.004	Reserves - Sick and Annual Leave Trans Out													

AGENDA ITEM NO. 11.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**LaTicia Wilkins, Safety & Risk Manager -** Insurance Committee Recommendation
SUGGESTED ACTION:	- Board discretion

ATTACHMENTS:
Insurance Memo- Revised dgb.pdf
Insurance Comparison.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

STEPHANIE WILKERSON
HR MANAGER

LATICIA WILKINS
SAFETY & RISK MANAGER

JAZMIN CORNETT
STAFFING & DEV. COORDINATOR

ESTELA VILLARREAL
HR GENERALIST

PENNY BASS
HR SPECIALIST

MAILING ADDRESS
412 West Orange Street
Suite 204
Wauchula, FL 33873

PHONE
863-773-2161

EMAIL
humanresources@hardeecounty.net

WEBSITE
hardeecountyfl.gov

To: Board of County Commissioners

Through: County Managers Office

From: Human Resources

Subject: Selection from PRM for Florida Blue- Insurance Premium

Date: 06/16/2025

This memo provides an overview of the decision to transition the County's group health insurance to **PRM in partnership with Florida Blue**. After evaluating multiple options, this move offers enhanced provider access, improved cost-sharing structure, and long-term sustainability for both the County and its employees.

Monthly Premium Comparison

Coverage Tier	UnitedHealthcare (Current)	Florida Blue (New)	Employee Premium
Employee Only	$902.34	$746	$ 25.00
Employee + Spouse	$2,177.88	$1,804	$ 506.31
Employee +Child(ren)	$1,716.94	$1,346	$ 185.63
Employee + Family	$2,713.98	$2,484	$ 629.43

Key Coverage Comparison

Feature	UnitedHealthcare (Current)	Florida Blue (New)
Out-of-Network Coverage	Not Available	Available
Coinsurance (In-Network)	10%	0%

- **Employee-Paid Premium:** Rates will remain unchanged with no increase to employee contributions.
- **Out-of-Network Coverage:** Under the current plan with United Healthcare, employees had no out-of-network benefits. The new Florida Blue plan includes out-of-network access, giving employees more flexibility.
- **Coinsurance:** Under the current plan with United Healthcare, has a 10% coinsurance, with Florida Blue once the deductible is met the coinsurance is 0%.
- **HSA:** Will remain the same $1,000 for employee-only coverage and $2,000 for employee + family.
- **Network Strength:** Florida Blue provides a broader provider network.

After a comprehensive review of proposals, Insurance Committee **recommends adoption of the PRM/Florida Blue plan**. We believe this shift offers significant value and flexibility to employees, while controlling long-term costs for the County.

PRM Health Trust Differentiators/Advantages
For the Hardee County Commission Meeting on June 19, 2025

County's Current Plan vs. PRM's "Match" Plan

Benefit	UHC DU7S w/HSA	PRM 5180/81 w/HSA	Notes
Plan Type	HMO	PPO	PRM offers out of network coverage
Deductible (Individual)	$2,000	$2,500	Deductible on PRM is higher, but then nothing is payable after the deductible is met (see Coinsurance and Out of Pocket Maximum below)
Coinsurance	10%	0%	Once an employee hits their deductible, there is nothing more to pay for eligible in-network benefits
Out of Pocket Maximum (Individual)	$5,000	$2,500	Employees have less out-of-pocket costs
Primary Care, Specialist, Urgent Care, Emergency Room, etc.	Deductible + 10% coinsurance	Deductible only (0% coinsurance)	Under PRM, once the deductible is met, there are no other costs for employee to pay for services
Therapy Visits (Cognitive Rehab, Physical, Pulmonary, Speech, Occupational)	20 visits per year	35 visits per year	PRM covers more therapy visits per year than the County currently has
Pharmacy – Retail (30-day supply) Tier 1 – Generic Tier 2 Tier 3	Deductible + + $10 +$35 +$70	Deductible Only. No copays.	Under PRM, 30-day retail prescriptions are subject to the deductible only, and not additional copays.
Pharmacy – Mail Order (90-day supply)	2.5x Retail	2x Retail	Under PRM, 90-day mail order equal 2 times the retail cost, not the County's current 2.5 times.
Formulary		NDC Lockout List	PRM covers medications on the National Drug Code (NDC) Lockout List (not covered by fully insured carriers)

PRM Health Trust Advantages

- **Board of Directors Voting Rights.** The Health Trust has its own Board of Directors, and the County will have one voting Board Member on the Board (one member / one vote), just like on the PRM Property & Casualty Trust.

- **Renewal Rate Cap.** Starting 10/1/2027 (when the County's 3rd year begins), the County's renewal will not exceed 6% of the actuarially-determined "Pool Average" for that plan year.
- **Low Administrative Expenses.** PRM's fixed administrative expenses are less than 9% of total premium, leaving 91%+ of premiums going to pay claims.
- **Rates are all-inclusive.** There's no additional liability imposed on the County beyond the monthly premium rates that they pay for the health coverage. That includes all administrative expenses and stop loss/reinsurance coverage.
- **Value-Adds included in rates.** Rates include COBRA administration, full Employee Assistance Plan, and a Benefits Administration system.
- **Plan Choices.** The County can choose multiple plans at the proposed rates with no minimum participation requirements or change to underwriting. PRM offers 11 medical plan options.
- **Ancillary Benefits.** In the County's sole discretion, PRM has available 3 dental options to choose from through Florida Combined Life; 2 vision options (either through National Vision Administrators (NVA) or Vision Service Plan (VSP); and life, accidental death/dismemberment, and long and short-term disability options available through The Standard.
- **Medicare Advantage.** PRM makes 2 Florida Blue Medicare Advantage plans available to PRM groups for their retirees as an alternative option.

AGENDA ITEM NO. 11.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-50 - Award of ITB 25-008 for Repairs of Hardee County Bridges Damaged by Hurricane Ian
SUGGESTED ACTION:	- Motion to approve Resolution 2025-50, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Invitation to Bid (ITB) number 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian; and authorizing the County Manager to execute an agreement with the lowest responsive and responsible bidder Cobb Site Development, Inc. in an estimated amount of $437,212.83; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Award ITB 25-008.pdf
EOR Recommendation Letter w Bid Tab_Hardee County ITB No 25-008[1].pdf
Notice of Award_Hardee County ITB No 25-008.pdf
RESOLUTION 2025-50 for ITB_25-008_Award Hurricane Ian Bridges.docx

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Approving the award of ITB # 25-008 for the Repairs of Hardee County Bridges Damaged by Hurricane Ian

Date: May 15, 2025

On March 20, 2025, Hardee County issued Invitation to Bid No. 25-008 seeking bids for the repairs of Hardee County Bridges damaged by Hurricane Ian.

A total of three (3) responsive bids were received on April 22, 2025, for the above-referenced project. Base bid prices ranged from a low of $437,212.83 (submitted by Cobb Site Development, Inc.) to a high of $1,723,991.36 (submitted by Cathcart Construction Company-Florida, LLC). It should be noted that these bid values incorporate updates to address minor math errors on the responsive bidders bid forms.

The bid documents requested one (1) base bid and one (1) alternative bid from each bidder and Cobb Site Development was the lowest responsive bidder.

Based upon the information provided with each bid and in consideration of the terms and conditions set forth in the contract document, staff recommends award of ITB No. 25-008 for the repairs of the bridges damaged by Hurricane Ian to Cobb Site Development, Inc. and authorize the County Manager to execute an agreement in the amount of $437,212.83 (base bid) pending County Attorney's approval.

This project is funded by FEMA through their Public Assistance (PA) Reimbursement Program under the Hurricane Ian disaster event. The County plans to utilize the FEMA loan funds for infrastructure to pay for this project including the overage (~$54k). Concurrently, the county will continue to work with FEMA on the construction shortfall of the base bid. The county is also requesting additional funding for the alternative bid in the amount of $113,279.64 for the proposed additional improvements outside FEMA's original scope of work. We can execute a change order to include the alternative bid when funding is confirmed by FEMA.

April 28, 2025

Christopher Simpron, FCCM
Assistant County Manager
205 Hanchey Road
Wauchula, Florida 33873

RE: Hardee County ITB No. 25-008
Repairs of Hardee County Bridges Damaged by Hurricane Ian
Recommendation to Award

Mr. Simpron:

A total of three (3) responsive bids were received on April 22, 2025 for the above-referenced project. Base bid prices ranged from a low of $437,212.83 (submitted by Cobb Site Development, Inc.) to a high of $1,723,991.36 (submitted by Cathcart Construction Company-Florida, LLC). It should be noted that these bid values incorporate updates to address minor math errors on the responsive bidders bid forms.

The bid documents requested one (1) base bid and one (1) alternative bid from each bidder and Cobb Site Development was the lowest bidder.

Kimley-Horn and Associates, Inc. used the Florida Department of Business and Professional Regulation website to determine the status of the license for Cobb Site Development, Inc. Their license is current/active and no complaints are on file. The references supplied by Cobb Site Development, Inc. are acceptable. All responses by Cobb Site Development, Inc. appear to be in order.

Based upon the information provided with each bid and in consideration of the terms and conditions set forth in the contract document, Kimley-Horn recommends the project be awarded to Cobb Site Development, Inc.

If you have any questions, please feel free to contact me.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Robert “Bo” Conerly, P.E., CFM
Senior Project Manager
bo.conerly@kimley-horn.com

Attachments: Bid Tabulation

Hardee County
FLORIDA

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
LOCKLAR ROAD OVER CHARLIE CREEK (BRIDGE NO. 64114)									
1	Mobilization/Demobilization	1	LS	$ 12,120.00	$ 12,120.00	$ 13,954.98	$ 13,954.98	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	135	CY	$ 475.00	$ 64,125.00	$ 65.71	$ 8,870.85	$ 96.30	$ 13,000.50
3	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
	LOCKLAR ROAD BRIDGE BID SUBTOTAL				**$ 88,370.00**		**$ 30,002.82**		**$ 16,750.50**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 15,830.00	$ 15,830.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
2	Filter Fabric	43	SY	$ 87.00	$ 3,741.00	$ 82.34	$ 3,540.62	$ 145.35	$ 6,250.05
3	Rip-Rap (18" Depth)	43	SY	$ 550.00	$ 23,650.00	$ 130.34	$ 5,604.62	$ 238.37	$ 10,249.91
	LOCKLAR ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 43,221.00**		**$ 12,820.74**		**$ 17,749.96**
HENDRY ROAD OVER GUM SWAMP (BRIDGE NO. 64085)									
1	Mobilization/Demobilization	1	LS	$ 9,250.00	$ 9,250.00	$ 15,436.62	$ 15,436.62	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	16	CY	$ 475.00	$ 7,600.00	$ 127.23	$ 2,035.68	$ 212.50	$ 3,400.00
3	MOT	1	LS	$ 19,100.00	$ 19,100.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
4	Erosion and Sediment Control	1	LS	$ 16,750.00	$ 16,750.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
5	Filter Fabric	20	SY	$ 87.00	$ 1,740.00	$ 112.21	$ 2,244.20	$ 156.00	$ 3,120.00
6	Rip-Rap (10" Depth)	98	SY	$ 405.00	$ 39,690.00	$ 115.77	$ 11,345.46	$ 148.98	$ 14,600.04
7	Seeding	34	SY	$ 75.00	$ 2,550.00	$ 34.66	$ 1,178.44	$ 44.12	$ 1,500.08
	HENDRY ROAD BRIDGE BID SUBTOTAL				**$ 96,680.00**		**$ 43,092.89**		**$ 27,620.12**
	BID ALTERNATES								
1	Rip-Rap (18" Depth to replace 10" Depth)	176	SY	$ 550.00	$ 96,800.00	$ 110.72	$ 19,486.72	$ 200.00	$ 35,200.00
2	Sod (Pinned)	34	SY	$ 95.00	$ 3,230.00	$ 38.54	$ 1,310.36	$ 35.29	$ 1,199.86
	HENDRY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 100,030.00**		**$ 20,797.08**		**$ 36,399.86**
KELLY ROBERTS ROAD OVER BUCKHORN CREEK (BRIDGE NO. 64122)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	464	CY	$ 475.00	$ 220,400.00	$ 59.85	$ 27,770.40	$ 96.30	$ 44,683.20
3	Filter Fabric	196	SY	$ 87.00	$ 17,052.00	$ 62.07	$ 12,165.72	$ 125.58	$ 24,613.68
4	Rip-Rap (18" Depth)	117	SY	$ 550.00	$ 64,350.00	$ 113.92	$ 13,328.64	$ 200.00	$ 23,400.00
5	MOT	1	LS	$ 9,250.00	$ 9,250.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	KELLY ROBERTS ROAD BRIDGE BID SUBTOTAL				**$ 323,552.00**		**$ 73,873.14**		**$ 97,696.88**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 13,500.00	$ 13,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	115	SY	$ 95.00	$ 10,925.00	$ 15.41	$ 1,772.15	$ 21.74	$ 2,500.10
	KELLY ROBERTS ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 24,425.00**		**$ 5,447.65**		**$ 5,000.10**
DANSBY ROAD OVER TROUBLESOME CREEK (BRIDGE NO. 64035)									
1	Embankment (Placement and Compaction)	223	CY	$ 475.00	$ 105,925.00	$ 62.45	$ 13,926.35	$ 96.00	$ 21,408.00
2	Erosion and Sediment Control	1	LS	$ 7,500.00	$ 7,500.00	$ 3,675.50	$ 3,675.50	$ 1,500.00	$ 1,500.00
3	Filter Fabric	177	SY	$ 87.00	$ 15,399.00	$ 62.68	$ 11,094.36	$ 156.00	$ 27,612.00
4	Rip-Rap (10" Depth)	98	SY	$ 425.00	$ 41,650.00	$ 115.77	$ 11,345.46	$ 200.00	$ 19,600.00
	DANSBY ROAD BRIDGE BID SUBTOTAL				**$ 170,474.00**		**$ 40,041.67**		**$ 70,120.00**
	BID ALTERNATES								
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 9,525.00	$ 9,525.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
3	Rip-Rap (18" Depth to replace 10" Depth)	177	SY	$ 550.00	$ 97,350.00	$ 110.68	$ 19,590.36	$ 200.00	$ 35,400.00
	DANSBY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 119,375.00**		**$ 40,198.74**		**$ 39,400.00**
FUSSELL ROAD OVER BARR RANCH (BRIDGE NO. 64088)									
1	Mobilization/Demobilization	1	LS	$ 13,000.00	$ 13,000.00	$ 13,102.61	$ 13,102.61	$ 2,500.00	$ 2,500.00
2	Sediment Removal (includes offsite disposal)	148	CY	$ 1,225.00	$ 181,300.00	$ 73.09	$ 10,817.32	$ 33.78	$ 4,999.44
3	Replace Timber Posts and Connections (20 Total)	1	LS	$ 37,250.00	$ 37,250.00	$ 8,254.38	$ 8,254.38	$ 5,000.00	$ 5,000.00
	FUSSELL ROAD BRIDGE BID SUBTOTAL				**$ 231,550.00**		**$ 32,174.31**		**$ 12,499.44**

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 12,125.00	$ 12,125.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
2	MOT	1	LS	$ 15,450.00	$ 15,450.00	$ 7,176.99	$ 7,176.99	$ 1,000.00	$ 1,000.00
	FUSSELL ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 27,575.00**		**$ 10,852.49**		**$ 2,000.00**
MURPHY ROAD OVER OAK CREEK (BRIDGE NO. 64125)									
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	63	CY	$ 475.00	$ 29,925.00	$ 75.16	$ 4,735.08	$ 96.00	$ 6,048.00
3	Erosion and Sediment Control	1	LS	$ 11,500.00	$ 11,500.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
4	Filter Fabric	75	SY	$ 87.00	$ 6,525.00	$ 71.26	$ 5,344.50	$ 156.00	$ 11,700.00
5	Rip Rap (18" Depth)	75	SY	$ 550.00	$ 41,250.00	$ 119.00	$ 8,925.00	$ 200.00	$ 15,000.00
	MURPHY ROAD BRIDGE BID SUBTOTAL				**$ 101,700.00**		**$ 36,111.47**		**$ 36,248.00**
	BID ALTERNATES								
1	MOT	1	LS	$ 7,650.00	$ 7,650.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
	MURPHY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 7,650.00**		**$ 7,176.99**		**$ 1,500.00**
SWEETWATER ROAD OVER CHARLEY CREEK (BRIDGE NO. 60036)									
1	Mobilization/Demobilization	1	LS	$ 12,150.00	$ 12,150.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	143	CY	$ 650.00	$ 92,950.00	$ 65.25	$ 9,330.75	$ 96.00	$ 13,728.00
3	Selective Demolition (rip-rap and other reinforcement)	66	CY	$ 730.00	$ 48,180.00	$ 40.69	$ 2,685.54	$ 109.09	$ 7,199.94
4	Rip Rap (18" Depth)	143	SY	$ 550.00	$ 78,650.00	$ 112.18	$ 16,041.74	$ 200.00	$ 28,600.00
5	Filter Fabric	143	SY	$ 87.00	$ 12,441.00	$ 64.18	$ 9,177.74	$ 156.00	$ 22,308.00
	SWEETWATER ROAD BRIDGE BID SUBTOTAL				**$ 244,371.00**		**$ 50,667.16**		**$ 74,335.94**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 11,125.00	$ 11,125.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 12,450.00	$ 12,450.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 23,575.00**		**$ 10,852.49**		**$ 5,000.00**
SWEETWATER ROAD OVER CHARLEY CREEK OVERFLOW (BRIDGE NO. 60037)									
1	Mobilization/Demobilization	1	LS	$ 21,250.00	$ 21,250.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	381	CY	$ 475.00	$ 180,975.00	$ 60.37	$ 23,000.97	$ 96.00	$ 36,576.00
3	Filter Fabric	5108	SF	$ 9.67	$ 49,394.36	$ 6.48	$ 33,099.84	$ 6.85	$ 34,989.80
4	Rip Rap (12" Depth)	456	SY	$ 425.00	$ 193,800.00	$ 106.82	$ 48,709.92	$ 144.74	$ 66,001.44
5	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
6	Tree Removal	1	LS	$ 9,750.00	$ 9,750.00	$ 5,830.26	$ 5,830.26	$ 2,500.00	$ 2,500.00
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID SUBTOTAL				**$ 467,294.36**		**$ 131,249.37**		**$ 145,067.24**
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 16,500.00	$ 16,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	60	SY	$ 130.00	$ 7,800.00	$ 24.31	$ 1,458.60	$ 41.67	$ 2,500.20
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID ALTERNATES SUBTOTAL				**$ 24,300.00**		**$ 5,134.10**		**$ 5,000.20**
	TOTAL (BASE BID)				**$ 1,723,991.36**		**$ 437,212.83**		**$ 480,338.12**
	TOTAL (BASE BID PLUS BID ALTERNATES)				**$ 2,094,142.36**		**$ 550,493.11**		**$ 592,388.24**
Form 1: Proposal Checklist					X		X		X
Form 2: Company Qualifications Quesionnaire					X		X		X
Form 3: Certificate of Authority (complete one of two provided forms)					X		X		X
Form 4: Acknowledgement of Addenda					X		X		X
Form 5: Single Execution Affidavits-General Contracts					X		X		X
Form 6: Single Execution Affidavits-Federal Aid Contracts					X		X		X
Form 7: Dispute Disclosure					X		X		X
Form 8: Key Staff and Proposed Subcontractors					X		X		X
Form 9: Reference Letters					X		X		X
Form 10: IRS Form W-9					X		X		X
Form 11: Proof of Required Insurance					X		X		X
Form 12: Bid Security/Bid Bond (unless waived)					X		X		X
Form 13: Performance Bond & Payment Bond (unless waived)					NA		NA		NA
Form 14: ITB Schedule BID FORM					X		X		X
Form 15: Bidder Registration Form					NA		NA		NA

NOTES:

= Incorrect tabulation on contractor bid form.

1. Cobb Construciton did not acknowledge Addendum Nos. 8 and 9

NOTICE OF AWARD

Date of Issuance:	May 1, 2025		
Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Bidder:	Cobb Site Development, Inc.		
Bidder's Address:	401 S. 6th Avenue, Wauchula, FL 33873		

You are notified that Owner has accepted your Bid dated April 8, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repairs to Hardee County Bridges Damaged by Hurricane Ian

The Contract Price of the awarded Contract is $437,212.83 Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Hardee County Board of County Commissioners

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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RESOLUTION NO. 2025-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-008 FOR THE REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER COBB SITE DEVELOPMENT, INC., IN AN ESTIMATED AMOUNT OF $437,212.83; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-008 (the "ITB No. 25-008") seeking bids for the repairs of Hardee County bridges damaged by Hurricane Ian (the "Services"); and

WHEREAS, on April 22, 2025, three sealed bids were received from Cobb Site Development, Inc., Cathcart Construction Company, and EO Koch Construction; and

WHEREAS, upon review of the bids it was determined that Cobb Site Development, Inc. was the lowest responsive and responsible bidder in an estimated amount of $437,212.83; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award ITB No. 25-008 for the repairs of the Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc. and authorize the County Manager to execute an agreement, and any renewal options, in an estimated amount of $437,212.83.

NOW, THEREFORE, BE IT RESOLVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Award. That the Board hereby awards ITB No. 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

Section 3. Authorization. That the Board hereby authorizes the County Manager to enter into an agreement, including any renewal options, with Cobb Site Development, Inc. in an estimated amount of $437,212.83, for the repairs of Hardee County bridges damaged by Hurricane Ian, subject to the County Attorney's approval as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 15th day of May 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Chairman

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

AGENDA ITEM NO. 11.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2025-54 - Award of RFQ 25-006 to the Lunz Group
SUGGESTED ACTION:	- Motion to approve Resolution 2025-54, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) 25-006 for professional architectural and engineering services for the Hardee County Sheriff's Department new administration building and authorizing the County Manager or Chair to execute the agreement with the Lunz Group; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_A&E Prof. Services Agreement_LUNZ.pdf
Resolution # 2025-54 RFQ Award and Agreement_LUNZ.docx
PSA RFQ Sheriffs A&E draft 5-2025_LUNZ.docx
LUNZ_Hourly Rates Attachment B 05_20_25.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: Professional Architectural & Engineering Services Agreement for the Hardee County Sheriff's Department New Administration Building

Date: June 19, 2025

On April 17, 2025, the Hardee County Board of County Commissioners accepted the ranking of qualified firms and authorized the County Manager to enter into negotiations starting with the top-ranked firm, The Lunz Group, pursuant to Request for Qualifications No. 25-006 seeking proposals from qualified firms to provide professional architectural and engineering services for the Hardee County Sheriff's Department New Administration Building.

The County Manager has negotiated a fair, competitive, and reasonable agreement with the top-ranked firm, The Lunz Group. The hourly rates were reviewed and compared to internal historical rates from previous Hardee County contracts. In addition, the county also utilized the FDOT Negotiations Handbook in reviewing the job classifications for the Lunz consultants assigned to this project to ensure it meets the minimum number of years' experience.

Staff recommend Board approval to authorize the County Manager to execute the agreement with Lunz and any renewals provided for in the agreement for Services, in an amount not to exceed $600,000.

RESOLUTION NO. 2025-54

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 25-006 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE HARDEE COUNTY SHERIFF'S DEPARTMENT NEW ADMINISTRATION BUILDING AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT WITH THE LUNZ GROUP; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 17, 2025, the Hardee County (the "County") Board of County Commissioners (the "Board") accepted the ranking of qualified firms pursuant to Request for Qualifications No. 25-006 (the "RFQ") seeking proposals from qualified firms to provide professional architectural and engineering services for the Hardee County Sheriff's Department New Administration Building (the "Services"); and

WHEREAS, the County Manager has negotiated a fair, competitive and reasonable agreement in substantially the attached form (Exhibit "A") with the top-ranked firm, The Lunz Group, ("Lunz"); and

WHEREAS, the Board finds that it would be in the best interests of the County to authorize the County Manager to execute the agreement with Lunz and any renewals provided for in the agreement for Services, in substantially the attached form (Exhibit "A"), in an amount not to exceed $600,000.

NOW, THEREFORE, BE IT RESOLVED BY THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, AS FOLLOWS:

Section 1. **Recitals Adopted.** The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. **Approval and Authorization.** That the Hardee County Board of County Commissioners hereby approves and authorizes the County Manager to execute the Agreement with Lunz in substantially the attached form (included and attached hereto as Exhibit "A"), in an amount not to exceed $600,000.

Section 3. **Expenditure.** The County Manager is authorized to expend approved budgeted funds in accordance with the executed agreement with Lunz and this Resolution.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 19th day of June, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HARDEE COUNTY
AND
NAME OF ENTITY

THIS AGREEMENT (this "Agreement") is made effective as of the 19th day of June 2025 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA,** a political subdivision existing under the laws of Florida, (the "County"), and **The Lunz Group**, an architecture and interior design company (hereinafter, the "Contractor").

WHEREAS, on June 19, 2025, the County awarded the Contractor a contract for professional architect and engineering services (the "Services"), pursuant to Request for Qualifications No. 25-006 for Professional Architectural and Engineering Services for the Hardee County Sheriff's Department New Administration Building ("RFQ No. 25-006") attached as Composite Exhibit "A"; and

WHEREAS, on June 19, 2025, the Board of County Commissioners approved and awarded RFQ No. 25-006 to the Contractor, in an amount not to exceed $ 600,000; and

WHEREAS, the Contractor will perform the Services for the County, as outlined in Exhibit "A" and further described in Contractor's Response (the "Proposal") included as part of Composite Exhibit "A" and incorporated as if set forth herein; and

WHEREAS, the Contractor and County, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "B" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the County desires to engage the Contractor to perform the Services and provide the deliverables as specified herein.

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

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.**

   2.1. Contractor shall provide the Services as set forth in Exhibit "A" in accordance with the Proposal incorporated herein by reference (the "Services").

   2.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the County.

   2.3. The Contractor shall abide by the terms and requirements of RFQ No. 25-006, as though fully set forth herein.

3. Term/Commencement Date.

3.1. The term of this Agreement shall be from the Effective Date through two (2) years thereafter, unless earlier terminated in accordance with Subsection 9. Additionally, subject to prior written approval of the parties, this Agreement may be renewed for up to two (2) additional one (1) year periods on the same terms as set forth herein.

3.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the County Manager.

4. Compensation and Payment.

4.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule and in a total amount not to exceed $600,000. Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the County and will be considered as line-item reimbursements, without markup.

4.2. Contractor shall deliver an invoice to the County no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The County shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the County Manager.

5. Subcontractors. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the County Manager, which approval may be granted or withheld in the County Manager's sole and absolute discretion.

6. County's Responsibilities.

6.1. County shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the County, and provide criteria requested by Contractor to assist Contractor in performing the Services.

6.2. Upon Contractor's request, County shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

7. Contractor's Responsibilities; Representations and Warranties.

7.1. The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to County requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

7.2. The Contractor hereby warrants and represents that at all times during the term of this

Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to provide **contracted** services.

7.3. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

7.4. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8. **Conflict of Interest.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the County.

9. **Termination.**

9.1. Termination for Convenience: For and in consideration of $10.00, if the County determines that it is in its best interest to do so, the County may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the County terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the County its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the County in its possession, Contractor shall account for the same and dispose of it as directed by the County.

9.2. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach

during the thirty (30) day cure period, Contractor may not terminate the Contract.

9.3. **Non-Appropriation**. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the County shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

9.4. Upon receipt of the County's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the County Manager.

9.5. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the County, in a hard copy and electronic format within ten (10) days from the date of the written notice of termination or the date of expiration of this Agreement.

9.6. In the event of termination by the County, the Contractor shall be paid for all work accepted by the County Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 9.5.

9.7. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

10. **Default.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Agreement or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the County may, in accordance with Section 9.2, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by the County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from the County, Contractor shall be liable and shall pay to the County the amount of said excess promptly upon demand therefore by the County. In the event it is adjudicated that the County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the County for convenience as described herein.

11. **Reprocurement Upon Termination.** If this Agreement is terminated by the County for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Contractor

12. **Insurance.**

12.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as

satisfactory to County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the County as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

12.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by County and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

12.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the County is to be specifically included as an Additional Insured for the liability of the County resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

12.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

13. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

14. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the County is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Contractor against the County and Contractor waives any

entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement, however terminated.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED

16. **Patents and Royalties.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the County in such matter.

17. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

18. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Hardee County, Florida.

19. **Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify, alter or amend the terms or conditions of this Agreement, unless executed with the same formality as this document.

20. **Ownership and Access to Records and Audits.**

    20.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the County. Contractor shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

20.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

20.3. Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

20.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

20.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

20.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

20.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

21. <u>Federally Required Contract Clauses.</u> In the performance of all Services under this Agreement which are subject to State or Federal funding guidelines that require compliance with below included provisions, the Contractor shall adhere to (1) the contract provisions listed under 2 CFR Part 200, Appendix II, as may be amended from time to time. The Contractor shall comply with the following terms and provisions for all Services:

21.1. **Equal Employment Opportunity**. During the performance of this Agreement, the Contractor agrees as follows:

21.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

21.1.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21.1.3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

21.1.4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

21.1.5. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

21.1.6. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.7. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.8. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.9. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding subsection 28.1 and the provisions of subsections 20.1.1 through 20.1.9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.1.10. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

21.1.11. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

21.1.12. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2. **Compliance with the Davis-Bacon Act.** As applicable, during the performance of this Agreement, the Contractor agrees as follows:

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, Contractors are required to pay wages not less than once a week.

21.3. **Compliance with the Copeland "Anti-Kickback" Act.** As applicable, during the

performance of this Agreement, the Contractor agrees as follows:

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

21.4. Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

21.4.1. Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 21.4.1. of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 21.4.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 21.4.1. of this section.

21.4.3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 21.4.2. of this section.

21.4.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections 21.4.1 through 21.4.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 21.4.1. through 21.4.4. of this section.

21.5. Rights to Inventions Made under this Agreement.

21.5.1. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

21.6. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Contractor agrees to comply with the following federal requirements:

21.6.1. *Clean Air Act*.

21.6.1.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

21.6.1.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.1.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.6.2. *Federal Water Pollution Control Act.*

21.6.2.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

21.6.2.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.2.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.7. **Suspension and Debarment.** During the performance of this Agreement, the Contractor agrees as follows:

21.7.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.7.2. The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

21.7.3. Contractor's certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.7.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

21.8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Contractor agrees as follows:

21.8.1. The Contractor certifies to the County that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement*.

21.8.2. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the County.

21.9. **Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:

21.9.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

21.9.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

21.9.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21.10. DHS Seals, Logos, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21.11. Compliance with Federal Law, Regulations, and Executive Orders. The Contractor acknowledges that Federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.12. No Obligation by Federal Government. Contractor acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

21.13. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.

21.14. Access to Records.

21.14.1. The Contractor agrees to provide the State of Florida, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

21.14.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

21.14.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

21.14.4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

21.15. Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.

21.15.1. Contractor shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

21.15.2. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.16. Change or Modification. To be eligible for federal assistance under a Federal grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

21.16.1. Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the Federal grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

21.16.2. The County shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

21.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

21.17. Remedies. County confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

21.18. Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Contractor shall agree as follows:

21.18.1. The County and the Contractor must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Contractor shall ensure that the Contractor and its subcontractors do not:

Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component

of any system, or as critical technology of any system;

Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

21.19. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.20. License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the Contractor shall agree as follows:

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

21.21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

21.21.1. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

21.21.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

21.21.2.1. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially

communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

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

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

23. **Conflict; Agreement Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of any prior Agreement, the terms and provisions of this Agreement shall control.

24. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

25. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L Rogers, 417 WEST MAIN STREET SUITE 214, WAUCHULA, FL 33873, (863)-773-4174, EXT. 7227, CLERKMINUTES@HARDEECLERK.COM**

26. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the County Manager. The County is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the County's area, circumstances and desires.

27. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

29. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

30. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach

or wrongful conduct.

31. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

32. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

33. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

34. **No Affiliation Foreign Country of Concern.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the [Govt] may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

    For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

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

36. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective

date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

37. **No Issuance of Identification Documents.** Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

38. **Anti-Human Trafficking.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Contractor will provide to the County an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

39. **Electronic Signatures.** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

40. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    40.1. First Priority: Base Agreement;

    40.2. Second Priority: Exhibit A – RFQ No. _____

    40.3. Third Priority: Exhibit C – Fee Schedule

    40.4. Fourth Priority: Exhibit B – Contractor's Response

41. **Non-Exclusive Agreement.** The County reserves the right to procure or acquire similar Services from another Contractor while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

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

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

Approved as to form and legal sufficiency:

By: _____
Bryant Miller Olive, P.A.
County Attorney

Addresses for Notice:

Hardee County
Attn: County Manager
412 W. Orange Street, Room 103
Wauchula, FL 33873

863-773-9430 (telephone)
Terry.atchley@hardeecountyfl.gov (email)

With a copy to:
Hardee County
Attn: County Attorney
412 W. Orange Street, Room 103
Wauchula, FL 33873
sjohnston@bmolaw.com

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____

_____
_____

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with _____, Florida ("_____").

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor, pursuant to Section 287.138, Florida Statues, certifies that (1) Contractor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Contractor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

B. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

C. For purposes of this affidavit, controlling interest means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

D. This Affidavit is executed by the Contractor accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Contractor access to an individual's personal identifying information.

I, the undersigned, have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of Section 287.138, Florida Statutes may result in civil penalties, prohibition against doing business with any governmental entity of the State of Florida, and the suspension or revocation of all business or professional licenses and certification issued by the State of Florida.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the County.

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- **"Labor"** means work of economic or financial value.
- **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

THE LUNZ GROUP
Architecture | Interior Design
LC: AR94778

Hourly Rates
Hardee County Sheriff's Office
Administration Building
May 20, 2025

The Lunz Group Hourly Rates

CEO/President	$285.00
Managing Director	$285.00
COO	$240.00
Lead Architectural Designer	$195.00
Lead Interior Designer	$170.00
Senior Project Manager	$210.00
Project Manager	$190.00
Senior Project Architect	$200.00
Project Architect	$180.00
BIM Manager	$155.00
Senior Designer	$140.00
Designer	$100.00
Accounting Support	$95.00
Administrative Support	$75.00

AGENDA ITEM NO. 13.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Manager Non-Consent
AGENDA SECTION:	**COUNTY MANAGER NON-CONSENT**
SUBJECT:	**Terry Atchley, County Manager -** County Take Home Vehicle Policy

SUGGESTED ACTION:

ATTACHMENTS:
Take Home Vehicle - Employee Handbook.pdf
TAKE HOME VEHICLE AGREEMENT--HARDEE COUNTY BOCC.docx

SECTION 28

VEHICLES, EQUIPMENT AND SAFETY

28.01 USE OF COUNTY/PRIVATE VEHICLES

Employees shall use County vehicles unless approval to use another vehicle, including their own, is first obtained from the County Manager. Whenever an employee is required to use his own vehicle in the performance of his official duties, he will be compensated at the rate provided for Hardee County Resolution 06-32 and reimbursed for tolls and parking charges so long as they meet the uniform regulations established by law and/or the County to be eligible for such reimbursement.

28.02 ABUSE

Any employee who negligently operates, uses or abuses vehicles or equipment used by or assigned to him or who fails to utilize vehicles and equipment as prescribed shall be subject to disciplinary action up to and including discharge.

28.03 USE OF VEHICLES AND EQUIPMENT

Management shall determine what vehicles and equipment will be utilized, by whom and for what functions, including whether an employee or employees will be allowed or continue to be allowed to take County vehicles home.

28.04 LOSS OF DRIVER'S LICENSE

Employees who drive/operate County equipment as part of their job duties, will be required to hold a current Florida (Class A-D) Commercial Driver's License, whichever is applicable to their job. Failure to maintain a current Florida Driver's License shall cause the employee to lose his job due to his inability to legally operate/drive motorized County equipment. The County Manager may, at his option, reassign the affected employee to another job rather than terminate said employee.

28.05 SAFETY EQUIPMENT

The County will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment is necessary. Such equipment, where provided, must be used. Failure by employees to utilize provided equipment may result in disciplinary action.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
TAKE HOME VEHICLE AGREEMENT – ASSIGNED STAFF USE

Employee Name: _____

Job Title: _____ Dept/Div: _____

Home Address: _____ City: _____ County: _____

Physical Address (Not mailing address)

I _____, hereby enter into agreement this _____day of

_____, _____, with **Hardee County BOCC**, with the following understood restrictions and obligations:

1.) I hereby accept assignment of a vehicle owned by the **Hardee County BOCC** to be used as my take-home vehicle.

2.) I will use the vehicle solely for the purpose I am assigned to do.

3.) I will notify the Director/Supervisor and/or the Safety & Risk Manager of any incident or accident involving the assigned take home vehicle.

4.) I will provide for the reasonable security of the vehicle; drive the vehicle in a safe and orderly manner; ensure the vehicle is clean and properly maintained.

5.) I understand that vehicle use is a privilege provided to me by **Hardee County BOCC** and can be withdrawn at any time and does constitute a property right.

6.) I understand, acknowledge, and accept that the assignment of a vehicle is based on the availability of vehicles, and duty assignment.

7.) I understand, acknowledge, and accept that, pursuant to Florida statute section 768.28 (9)(a), I can be held personally or individually responsible and civilly liable in tort, and can be sued, for any motor vehicle accident(s) which occur in the take-home vehicle while I am off-duty or otherwise acting outside the course and scope of my governmental employment at the time of any motor vehicle accident, and furthermore understand, acknowledge and accept that **Hardee County BOCC** cannot be held civilly liable in tort under that statute for any off-duty motor vehicle accidents in that take-home vehicle occurring while I am driving it outside the course and scope of my employment with the County – see *City o*f *Winter Park v. Veigle*, 48 FLW(D)1311 (Fla. 5th DCA 2023).

8.) I understand, acknowledge and accept that, as a consequence of paragraph 7 above and the personal or individual liability exposures to me for any off-duty motor vehicle accidents, or motor vehicle accidents in that vehicle while I am acting outside the course and scope of my governmental employment, I will procure non-owned automobile bodily injury liability insurance covering me personally as the driver of the take-home vehicle that I am operating while I am off-duty and acting outside the course and scope of my governmental employment, with insurance policy limits of at least $10,000 per person, $20,000 per accident or occurrence, which shall provide primary, noncontributory automobile insurance to me for any such off-duty motor vehicle accidents in the take-home vehicle. I furthermore understand, acknowledge, and agree to provide **Hardee County BOCC** with an insurance declaration sheet, endorsement, or a copy of the policy of such automobile insurance providing such non-owned automobile bodily injury liability insurance referenced herein, and that I shall continue to keep such insurance coverage in place at all times while using the take-home vehicle for off-duty purposes.

I have read and understand the above restrictions and obligations and agree to the terms set forth.

Signature: _____ Date: _____

STATE OF FLORIDA, COUNTY OF HARDEE COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____

by_____, who is personally known to me or who has produced

_____ as identification.

Notary Public: _____ My Commission Expires: _____

Recommended
Department Director/Supervisor: _____ Date: _____

APPROVED
County Manager: _____ Date: _____

Received in HR by: _____ Date: _____

AGENDA ITEM NO. 13.B

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HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Manager Non-Consent
AGENDA SECTION:	**COUNTY MANAGER NON-CONSENT**
SUBJECT:	**Terry Atchley, County Manager -** 4 Day Work Week Discussion
SUGGESTED ACTION:	

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	June 19, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**Sarah Johnston, County Attorney -** Resolution 2025-53 - BOCC 2025 Meeting and Workshop Schedule
SUGGESTED ACTION:	- Motion to approve Resolution 2025-53, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending 2025 Board of County Commissioners meeting and workshop schedule; providing for implementation, and providing for an effective date.

ATTACHMENTS:
Resolution 2025-53 - HC Amended Meeting Date Reso 6-2025.docx

RESOLUTION NO. 2025-53

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING 2025 BOARD OF COUNTY COMMISSIONERS MEETING AND WORKSHOP SCHEDULE; PROVIDING FOR IMPLEMENTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sections 125.001 and 125.01, Florida Statutes, provides that the Board of County Commissioners ("BOCC") of Hardee County (the "County") shall have the authority to set the time and place of BOCC meetings and shall give due public notice of those meetings; and

WHEREAS, on November 19, 2024, the BOCC approved the 2025 meeting and workshop schedule; and

WHEREAS, the BOCC desires to amend the schedule to provide that workshops scheduled on August 7, 2025, September 4, 2025, October 2, 2025, and December 4, 2025, shall be regularly scheduled meetings; and

WHEREAS, the BOCC shall be able to add, remove and amend the proposed meeting and workshop schedule with due public notice; and

WHEREAS, the BOCC finds it to be in the best interests of the County to approve and adopt the amended 2025 BOCC meeting and workshop schedule as provided for in section 2 below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA:

Section 1. Recitals Adopted. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and made a part hereof by reference.

Section 2. Meeting Schedule Approved. The Board of County Commissioners hereby approves the amended 2025 BOCC Meeting and Workshop Schedule:

Month	BOCC Workshop	BOCC Meeting
January	Thursday, January 2, 2025, at 8:30am	Thursday, January 16, 2025, at 8:30am
February	Thursday, February 6, 2025, at 8:30am	Thursday, February 20, 2025, at 8:30am
March	Thursday, March 6, 2025, at 8:30am	Thursday, March 27, 2025, at 8:30am
April	Thursday, April 3, 2025, at 8:30am	Thursday, April 17, 2025, at 8:30am
May	Thursday, May 1, 2025, at 8:30am	Thursday, May 15, 2025, at 8:30am
June	Thursday, June 5, 2025, at 8:30am	Thursday, June 19, 2025, at 8:30am
July	Monday, July 14, 2025, at 8:30am	Thursday, July 17, 2025, at 8:30am
July Budget	Tuesday, July 15, 2025, at 8:30am	
July Budget	Wednesday July 16, 2025, at 8:30am	
August		Thursday, August 7, 2025, at 8:30am Thursday, August 21, 2025, at 8:30am
September		Thursday, September 4, 2025, at 8:30am Thursday, September 25, 2025, at 8:30am
September Budget		Tuesday, September 9, 2025, at 5:05pm
September Budget		Tuesday, September 23, 2025, at 5:05pm
October		Thursday, October 2, 2025, at 8:30am Thursday, October 16, 2025, at 8:30am
November		Thursday, November 6, 2025, at 8:30am
December		Thursday, December 4, 2025, at 8:30am Thursday, December 18, 2025, at 8:30am

Section 3. Implementation. That the County Manager or designee is authorized to take any action necessary to implement the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th day of June, 2025.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chairperson

ATTEST:

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

APPROVED AS TO FORM:

_____
Sarah Johnston
County Attorney