



AGENDA

Hardee County Board of County Commissioners

WORKSHOP SESSION

October 5, 2023, at 8:30 AM

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

COMMISSIONERS

District I Sandra Meeks

District II Chairman Noey A. Flores

District III Vice-Chairwoman Renee Wyatt

District IV Russell Melendy

District V Judith George

County Manager Terry Atchley

Clerk Victoria L. Rogers

County Attorney Sarah Johnston

Assistant County Manager/Budget and Finance Director Sandee Braxton

Assistant County Manager/Public Works Director Christopher Simpron

Assistant County Manager/Parks, Recreation & Marketing Director Charlette Ganas

Executive Assistant Holly Smith

Deputy Clerk Laura Barker

Deputy Clerk Jessica Santibanez

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. BUSINESS AGENDA

A. Brian Quinlin, CliftonLarsonAllen LLP - 2022/2023 Audit Presentation

B. Amalia Arista, Emergency Management Director - Resolution 2023-65 - State of Florida Division of Emergency Management Statewide Mutual Aid Agreement.

C. Amalia Arista, Emergency Management Director - 2023/2024 Emergency Management Performance Grant Agreement Between Hardee County Board of County Commissioners and Florida Division of Emergency Management

D. Fixed asset disposals and transfers

E. Todd Miller, Planning & Development Director - Special Exception to construct a 245-foot AGL Self Support/Lattice Style Communication Tower zoned A-1

F. Todd Miller, Planning & Development Director - Special Exception Bluffs Investments to develop 412 space RV Resort

G. Todd Miller, Planning & Development Director - Ordinance 2023-14 - Rezone from C1 to R-3 Full Focus Investments, LLC

H. Todd Miller, Planning & Development Director - Hardee County Commerce Park Extension Final Plat

I. Sandee Braxton - Assistant County Manager/Management & Budget Director - Operating Budget Amendments FY 23/24

J. Christopher Simpron, Assistant County Manager/Public Works Director - Discuss bid

award for RFP 23-011 Debris Management and Monitoring Services.

K. **Terry Atchley - County Manager** - Discuss Special Magistrate Services

L. **Terry Atchley - County Manager** - Discuss Legislative Project Wish/Needs List

4. PUBLIC PORTION

5. ADJOURNMENT



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Budget and Finance

ITEM TYPE: Presentation

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: Brian Quinlin, CliftonLarsonAllen LLP - 2022/2023 Audit Presentation

SUGGESTED ACTION:



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Emergency Management

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Amalia Arista, Emergency Management Director** - Resolution 2023-65 - State of Florida Division of Emergency Management Statewide Mutual Aid Agreement.

SUGGESTED ACTION:

ATTACHMENTS:

[Resolution 2023-65 State of Florida Emergency Management Statewide Mutual Aid Agreement-09292023102756.pdf](#)

HARDEE COUNTY
RESOLUTION NO. 2023-65

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA FOR THE ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT BETWEEN HARDEE COUNTY, FL AND THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hardee County, Florida, that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

APPROVED AND ADOPTED while in regular session on this ____ day of October 2023.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

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

Noey A. Flores
Chairman



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement shall be provided to each Participating Party.
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Emergency Management

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Amalia Arista, Emergency Management Director - 2023/2024**
Emergency Management Performance Grant Agreement Between
Hardee County Board of County Commissioners and Florida
Division of Emergency Management

SUGGESTED ACTION:

ATTACHMENTS:
[FY 2023 EMPG Agreement - Hardee County_G0476.pdf](#)

**FY2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT
FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. § 200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. § 200.1, “pass-through entity” means “a non-federal entity that provides a subaward to a Sub-Recipient to carry out part of a federal program.”

As defined by 2 C.F.R. § 200.1, “Sub-Recipient” means “a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award.”

As defined by 2 C.F.R. § 200.1, “Federal award” means “federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. § 200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:	<u>Hardee County</u>
Sub-Recipient's unique entity identifier:	<u></u>
Federal Award Identification Number (FAIN):	<u>DHS-23-GPD-042-04-01</u>
Federal Award Date:	<u>10/1/2022 – 09/30/2025</u>
Subaward Period of Performance Start and End Date:	<u>10/1/2023 – 03/31/2025</u>
Budget Period Start and End Date:	<u>10/1/2022 – 03/31/2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$46,207.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u></u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	<u>\$46,207.00</u>
Federal award project description (see FFATA):	<u>See Article 1, Agreement Articles</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security</u>
Name of pass-through entity:	<u>FL. Division of Emergency Mgmt.</u>
Contact information for the pass-through entity:	<u>Kevin Guthrie, Executive Director</u> <u>2555 Shumard Oak Boulevard</u> <u>Tallahassee, Florida 32399</u>
Assistance Listings Number and Title	<u>97.042-Emergency Management</u> <u>Performance Grant (EMPG) Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>31.90%</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Hardee County (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express

reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Shenycia Lora
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: (850) 815-4419
Email: Shenycia.lora@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

[Amalia Arista](#)
[EM Director](#)

Telephone: [863-773-6373](tel:863-773-6373)
Fax: [863-773-0958](tel:863-773-0958)
Email: amalia.arista@hardeecounty.net

d. In the event that 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 shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be

exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

- (i) The terms and conditions of the federal award prohibit the extension.
- (ii) The extension requires additional federal funds.
- (iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2023 and shall end March 31, 2025** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. § 200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$46,207.00**.
- d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
- e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. § 200.1 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient “relate financial data to performance goals and objectives of the Federal award.”

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 (“Compensation—personal services”) and 2 C.F.R. § 200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently

followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient shall provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient’s written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division’s grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10) RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

- i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

- iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.
- iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.
- v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

- 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
- 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, the Division shall always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section

286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be 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 Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning

specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

c. When conducting an audit of the Sub-Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. § 200.1, GAGAS, “also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facides.census.gov>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall

be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15)DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an 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. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and
- g. Exercise any other rights or remedies which may be available under law.
Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

- a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.
- c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.
- d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.
- e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to

execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17)

above; and,

- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <https://www.fema.gov/grants/procurement>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19) ATTACHMENTS AND EXHIBITS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
 - iii. Exhibit 3 – Certification Regarding Lobbying
 - iv. Attachment A – Program Budget
 - v. Attachment B – Scope of Work
 - vi. Attachment C – Deliverables and Performance
 - vii. Attachment D – Program Statutes and Regulations
 - viii. Attachment E – Justification of Advance Payment
 - ix. Attachment F – Warranties and Representations
 - x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - xi. Attachment H – Statement of Assurances
 - xii. Attachment I – Mandatory Contract Provisions
 - xiii. Attachment J – Financial and Program Monitoring Guidelines

- xiv. Attachment K – EHP Guidelines
- xv. Attachment L – Reimbursement Checklist
- xvi. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20)PAYMENTS

a. 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 Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(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 the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

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

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,
- iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division 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.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, 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.

ii. If any funds other than federal appropriated funds have been paid or shall 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, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement 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, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall 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, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is

disclosed. Failure to disclose shall indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient 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. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall 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:

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. 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.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall 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.

iv. The contractor shall 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.

v. The contractor shall 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.

vi. The contractor shall 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 shall 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.

vii. 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.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 shall be binding upon each subcontractor or vendor. The contractor shall 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.

b. The Sub-Recipient further agrees that it shall 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.

c. The Sub-Recipient agrees that it shall 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 shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that

it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall 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 shall 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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.

iii. 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.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract shall 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 shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract shall include the following provision:

Contractor agrees 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) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. 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 to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or 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).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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 recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient shall take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: HARDEE COUNTY

By: _____

Name and Title: Noey A. Flores, Hardee County BOCC Chairman

Date: _____

FID# 59-6000632

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Executive Director

Date: _____

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: **\$46,207.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2023 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Sub-Recipient: HARDEE COUNTY

By: _____ Date: _____

Noey A. Flores, Hardee County BOCC Chairman

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2023 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: HARDEE COUNTY

By: _____ Date: _____

Noey A. Flores, Hardee County BOCC Chairman

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EX HIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 shall 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language 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 Sub-Recipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category shall require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. This equipment is limited to select items on the Authorized Equipment List (AEL), as further provided in Attachment B, Section II. Subsection C:

A detailed list of the allowable prevention and protection categories and equipment standards for the Emergency Management Performance Grant (EMPG) Program are listed at the following website: <http://www.fema.gov/authorized-equipment-list>.

The **transfer of funds between the categories** listed in the "Program Budget and Scope of Work" **is permitted**. However, the **transfer of funds between Issues is strictly prohibited**.

Grant	FY2023 Emergency Management Performance Grant (EMPG) Program	
Recipient Agency	Hardee County	
Category(s)	Project Title	Amount Allocated
Planning Expenditures		
Organizational Expenditures		
		\$46,207.00
Exercise Expenditures		
Training Expenditures		
Equipment Expenditures		
Management and Administration (up to 5%)		
Total Award	\$46,207.00	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

EMPG Budget Detail Worksheet				
Provide the "AEL item number" and "Title" in the necessary columns below.				
Allowable Planning Costs	Quantity	Unit Cost	Total Cost	Project
Development and enhancement of security plans and protocols				
Development or further strengthening of security assessments				
Emergency contingency plans				
Evacuation/Shelter-in-place plans				
Coordination and information sharing with fusion centers				
Other project planning activities with prior approval from DHS/FEMA				
Total Planning Expenditures			\$	
Allowable Organizational Costs: Eligible Organizational expenses are for Salaries and Fringe Benefits, Utilities (electric, water and sewage), Supplies/Materials, Service/Maintenance agreements, Memberships, Publications, Postage, and Storage.	Quantity	Unit Cost	Total Cost	Project
Total Organizational Expenditures			\$	
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Project
Exercise Planning Workshop - Grant funds may be used to conduct exercises to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, and documentation.				
Total Exercise Expenditures			\$	
Allowable Training Costs	Quantity	Unit Cost	Total Cost	Project

Allowable training-related costs includes Salaries and Fringe Benefits, Develop, Deliver Training, Workshops and Conferences, Certification/Recertification of Instructors, supplies, and Overtime and Backfill .				
Total Training Expenditures			\$	
Eligible EMPG Equipment Categories: Include only those selected items listed under Section II. C of this grant agreement.				
Allowable Equipment Costs (Purchasing equipment from either of the two categories below). The two allowable prevention and protection categories and equipment standards for the EMPG are listed at the following website http://www.fema.gov/authorized-equipment-list .	Quantity	Unit Cost	Total Cost	Project
Physical Security Enhancement Equipment (14-XX)				
Inspection and Screening Systems (15-XX)				
Notification and Warning Systems				
Radios and Public Address Systems				
Encryption Software and Remote Authentication				
Generators				
Installations and Service Contracts				
Total Equipment Expenditures			\$	
Management and Administration (shall not exceed 5% of the total award amount)	Quantity	Unit Cost	Total Cost	Project

Hiring of full-time or part-time staff or contractors/consultants: <ul style="list-style-type: none"> To assist with the management of the EMPG To assist with design for, requirements and implementation of the EMPG <i>*Time & Effort documentation shall be required for hired staff.</i> <i>*Contract between the organization and contractor/consultant shall be required for reimbursement.</i>				
Meeting related expenses directly related to management and administration of the EMPG				
Total M&A Expenditures			\$	
TOTAL EMPG AWARD EXPENDITURES			\$46,207.00	

[Remainder of page intentionally left blank]

**FY 2023 – 2024 EMPG AGREEMENT
ATTACHMENT B – SCOPE OF WORK**

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal.

Based on Florida's FY2022 Threat and Hazards and Risk Assessment (THIRA), Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal Grant funds under this program may be charged to one of the below listed activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise**
- **Management and Administration**

II. TASK(S) AND DELIVERABLE(S):

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

The FY 2023 EMPG Program has a match requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The subrecipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306.

Emergency Management and Preparedness Assistance (EMPA) grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

DELIVERABLES

- Provide Quarterly Match to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

Reporting Requirements.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, earning statements, credit card or bank statements for proof of payment at least equal to the amount of reimbursement requested for each quarter.

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

EMPG Program Subrecipients are required to implement NIMS. NIMS provides a common approach to state and local response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command, control and communications in emergency situations.

All Subrecipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients must complete and submit the NIMS Data Collection Worksheet_ Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in DEMES:

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet _Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than December 1, 2023.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	N/A	N/A	N/A

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. OPERATIONAL COORDINATION

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance of a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of core capabilities.

Subrecipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in DEMES:

DELIVERABLES

- Provide proof of participation by the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations).

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: Provide proof of participation in quarterly meetings with whole community stakeholders to include sign-in sheets and agendas, if applicable. Meetings hosted by subrecipient must include meeting minutes.

C. PUBLIC INFORMATION AND WARNING

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

The Subrecipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA), applicable only if IPAWS have expired.

To demonstrate successful completion of task 2C for Quarter 4, the Subrecipient must submit the following items in DEMES:

DELIVERABLES

- The Subrecipient shall upload their updated FEMA IPAWS County executed MOA signed form no later than **August 30, 2024**.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	NA	Deliverables Due

Supporting Documentation: Submission of executed IPAWS County MOA for the county..



TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PLAN (IPP)

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs).

The State of Florida uses Regional Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Subrecipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Subrecipient must submit the following items in DEMES.

DELIVERABLES

- Submit the County 2025-2027 **IPP Data Sheets** by **January 12, 2024**, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW) to be provided by the Division's Training and Exercise Unit.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	Deliverables Due	NA	NA

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than January 12, 2024. Proof of Participation by Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)4, and, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a: An Introduction to Exercises		IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management		IS-700 (any version): National Incident Management System (NIMS)-An
IS-235.b: Emergency Planning		IS-800 (any version): National Response Framework, An
IS-240.b: Leadership and Influence		IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving		E/L101: Foundations of Emergency Management
IS-242.b: Effective Communication		E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers		E/L103: Planning Emergency Operations
IS-244.b: Developing and Managing Volunteers		E/L104: Exercise Design
IS-244.b: Developing and Managing Volunteers		E/L105: Public Information & Warning

To demonstrate successful completion of task 3B for Quarters 1-4, the Subrecipient must submit the following items to DEMES:

DELIVERABLES

- Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail.

C. VALIDATING CAPABILITIES THROUGH EXERCISE

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel must participate in a minimum of three (3) exercises during the agreement period.

Submit the following item in DEMES:

DELIVERABLES

- Subrecipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverable Accepted	Deliverables Due	Deliverables Due	Deliverables Due (Not required if completed in Q 1-3)

Supporting Documentation: Submission of sign-in sheets for exercises in which EMPG funded personnel participated.

ATTACHMENT C
ALLOWABLE COST AND ELIGIBLE ACTIVITY

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2023 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

I. Categories and Eligible Activities

FY 2023 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment.

B. Allowable Organization Related Costs

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible "Organization Cost" items include, but are not limited to:

- Salaries and Fringe Benefits
- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships

- Publications
- Postage
- Storage
- Other Personnel/Contractual Services
- Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
- Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- Maintenance and Enhancement
- Major repairs to the County Emergency Operations Center (Need prior EHP approval)
- Central Heat/Air (Need prior EHP approval)
- Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
- Security Improvements (i.e. Cameras and equipment to operate)
- Generators and Installation (Need prior EHP approval)

Organization Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. Allowable Equipment Related Costs

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more

information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

As defined in section 200.310 Insurance Coverage: The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

D. Allowable Training Related Costs

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

- (1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;
- (2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
	E/L105 Public Information & Warning	

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in

accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- Travel. Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and re- certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004,

Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as

the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,

- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$225 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

E. Allowable Exercise Related Costs

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to

backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

F. Management and Administration

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/medialibrary/assets/documents/32474>, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment 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 system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

H. Construction and Renovation

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

I. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

K. 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. Sub-Recipients shall 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.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

L. SAFECOM

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

M. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to \$2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
\$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> \$35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required
Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: \$35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.

- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed \$1 million require a Florida Certified Contract Negotiator. Contracts more than \$10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization’s website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or

services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

N. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency

from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.

- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

O. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

P. Unique Entity Identifier (UEI) and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and

- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Q. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
 - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
 - Sub-Recipients shall only be allowed one opportunity to appeal.
 - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):

After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June, July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program

Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. Administrative Closeout

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

R. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall 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.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Shenycia Lora FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4419 Shenycia.lora@em.myflorida.com	Teresa Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 Teresa.warner@em.myflorida.com

T. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

U. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

ATTACHMENT D

Program Statutes and Regulations

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201 *et seq.*
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 28) Section 287.138, Florida Statutes

ATTACHMENT E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

☐ **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE BY CASE BASIS

****EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE****

Signature of Sub-Recipient

Name and Title of Sub-Recipient

Date: _____

ATTACHMENT F
WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

[Monday-Friday](#)

[8:00AM - 5:00PM](#)

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

By: _____
Signature

Sub-Recipient's Name

Name and Title

FDEM Agreement Number

Street Address

City, State, Zip

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 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.
9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:
 - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I
MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

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 shall 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, shall 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 shall 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 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(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 shall 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 shall 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 shall be required to pay wages not less than once a week. The non-federal entity shall 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 shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 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 Sub-Recipient shall 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 shall report all suspected or reported violations to the federal awarding agency.

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

(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 shall 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 shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 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.

(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 Sub-Recipient 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 Sub-Recipient shall 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 shall 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 shall 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) shall not be made to parties listed on the governmentwide Excluded Parties List System 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.” The Excluded Parties List System in SAM 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 of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall 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 shall 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 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

Monitoring Selection and Scheduling:

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also 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, 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.

[Remainder of page intentionally left blank]

ATTACHMENT K EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

EHP SCREENING FORM SUBMISSION

- I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely
Bureau of Preparedness Grants – EMPG Programmatic Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4367
Terence.Blakely@em.myflorida.com

- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

ATTACHMENT L REIMBURSEMENT CHECKLIST

PLANNING

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and sign-up sheet with meeting date)
- ☐ 4. Has proof of payment been included?
 - _____ Canceled check, or bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation
 - _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 5. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 6. Has proof of purchase methodology been included?
 - _____ Sole Source (approved by FDEM for purchases)
 - _____ State Contract (page showing contract #, price list)
 - _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under Organization)

TRAINING

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number?
- ☐ 3. If not, has FDEM approved the non-DHS training?
- ☐ 4. Have Sign-In Sheets, or signed rosters, preprinted, been provided?
- ☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
 - _____ Have documentation from entity's financial system been provided as proof attendees were paid?
 - _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
 - _____ Canceled check, or bank statement or transaction history (Showing the transaction was processed by the bank)
 - _____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement or payment to credit card company for that statement

- ☐ 8. Has proof of purchase methodology been included?.
- _____ Sole Source (approved by FDEM for purchases)
- _____ State Contract (page showing contract #, price list)
- _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EXERCISE

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?
- _____ Situation Manual or Exercise Plan
- _____ After-action report
- _____ Sign-in sheets or preprinted roster
- ☐ 2. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
- _____ Have documentation from entity's financial system been provided to prove attendees were paid?
- _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 3. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 4. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment shall be included.
- _____ Canceled check or Bank statement or transaction history (Showing the transaction was processed by the bank)
- _____ Electronic Funds Transfer (EFT) Confirmation
- _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 5. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
- _____ Canceled check or bank statement or transaction history (Showing the transaction was processed by the bank)
- _____ Electronic Funds Transfer (EFT) Confirmation
- _____ Credit Card Statement or payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included?
- _____ Sole Source (approved by FDEM for purchases)
- _____ State Contract (page showing contract #, price list)
- _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

EQUIPMENT

- ☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?
- _____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)

- _____ Electronic Funds Transfer (EFT) Confirmation
- _____ Credit Card Statement or payment to credit card company for that statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included?

- _____ Sole Source (approved by FDEM for purchases)
- _____ State Contract (page showing contract #, price list)
- _____ Competitive bid results (e.g. Quotewire, bid tabulation page)

TRAVEL/CONFERENCES

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?

- _____ Airplane receipts
- _____ Proof of mileage (Google or Yahoo map printout or mileage log)
- _____ Toll and/or Parking receipts
- _____ Hotel receipts (is there a zero balance?)
- _____ Car rental receipts
- _____ Registration fee receipts
- _____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?

- _____ Canceled check or bank statement or transaction history (Showing the transaction was processed by the bank)
- _____ Electronic Funds Transfer (EFT) Confirmation
- _____ Credit Card Statement & payment to credit card company for that statement
- _____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.

2. Has proof for time worked by the employee been included? Is time period summary included?

- _____ Statement of Earnings
- _____ Copy of Payroll Check
- _____ Payroll Register
- _____ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?
- _____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

ORGANIZATION

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?

- _____ Have documentation from entity's financial system been provided to prove attendees were paid?
- _____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

_____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) *****A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc...***

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Amanda Roberts, Clerk of Courts

ITEM TYPE: Consent Agenda

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: Fixed asset disposals and transfers

SUGGESTED ACTION:

ATTACHMENTS:

[Meeting Date October 5, 2023 FY23.pdf](#)
[266-B Conveyor.jpg](#)
[38 Trailer.jpg](#)
[98 Dump truck 2.jpg](#)
[98 Dump truck.jpg](#)
[130-B Tractor 2.jpg](#)
[130-B Tractor.jpg](#)
[264-B Paver.jpg](#)
[Old Equip 1.jpg](#)
[Old Equip 2.jpg](#)
[Old Equip 3.jpg](#)
[Old Equip 4.jpg](#)
[Old Equip 5.jpg](#)
[Old Equip 6.jpg](#)
[Old Equip 7.jpg](#)
[Old Equip 8.jpg](#)
[Old Equip 9.jpg](#)
[341-B 2.jpg](#)
[341-B Tractor.jpg](#)
[Old Equip 10.jpg](#)
[Old Equip 11.jpg](#)
[Old Equip 12.jpg](#)

2022-2023 REQUEST HARDEE COUNTY BOCC APPROVAL OF
TRANSFERS/DISPOSALS OF COUNTY ASSETS - PAGE 1

OCTOBER 5, 2023 BOCC MEETING FY23

[illegible]

A
9-29-23

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

Email: robertsa@hardoclerk.com, Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts
Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	337-B	FX114301 2023 15FT FLEX WHING SCHULTE MOWER	NEW
2	341-B	ELRT5120TPLE50628 2023 NEW HOLLAND POWERSTAR TRACTOR	NEW
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☒ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☐

Other _____

From: LANDFILL *PCS* Date 9/18/2023
(Department) (Department Head)

To: FACILITIES *Lara Celis* Date 9/19/2023
(Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

Email: robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda

Roberts Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	266-B	24X40 CUSTOM BUILT CONVEYOR	Poor
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☒

Other _____

From:  Date 9/28/2023
(Department) (Department Head)

To: _____ Date ____/____/20____
(Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____

Rec 9/28/23

Amanda Roberts

From: Misti Flowers <misti.flowers@hardeecounty.net>
Sent: Thursday, September 28, 2023 2:14 PM
To: Amanda Roberts
Subject: 266-B

I didn't know that 266-B was different part of 265-B I thought it was all one setup. I ask Rick and he told me it was bought separately so I sent the paperwork to you for the conveyor as well.

THANK YOU ●

MISTI FLOWERS
Administrative Assistant
Fleet Maintenance Department
205 Hanchey Road
Wauchula, FL 33873
(863) 473-4852 (office)
(863) 771-1407 (cell)
HAVE A BLESSED DAY!!

TEAMWORK

coming together is a *Beginning*
keeping together is *Progress*
working together is *Success*

-Henry Ford

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

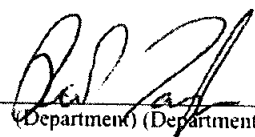
Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts
Email: robertsa@hardceclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts
Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	178-B	LV55105350706 2000 JOHN DEERE 5510 TRACTOR	POOR
2	182-B	12-11746 BUSH HOG MOWER	POOR
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☒

Other _____

From:  Date 9/27/2023
 (Department) (Department Head)

To: _____ Date ____/____/20____
 (Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____

Rec 9/27/23

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts
Email: robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts
Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	163-B	SH74-58440 1997 ALAMO FLAIL MOWER	POOR
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☒

Other _____

From:  Date 9/27/2023
 (Department) (Department Head)

To: _____ Date ____/____/20____
 (Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____

Rec 9/27/23

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

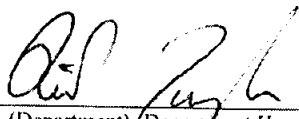
Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts
Email: robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts
Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	81-A	LH9ACD624T4127142 1996 23 CUBIC YARD DUMP TRAILER	POOR
2	264-B	BG220X249 BARBER-GREENE ASPHALT PAVER	POOR
3	130-B	LO2955G649966 1989 JOHN DEERE TRACTOR 2955	POOR
4	256-B	E2330-160 2013 10FT SPREADER	POOR
5	153-B	S31250 1995 BIONIC BLADE 8FT	POOR
6	228-B	2006 6FT MOWER	POOR
7	221-B	12-01848 2006 BUSH HOG FLEX WING 15FT MOWER	POOR
8	208-B	2005 6FT MOWER	POOR
9	198-B	2002 BUSH HOG MOWER	POOR
10	181-B	2000 BUSH HOG MOWER	POOR
11	98	1HTMPAFL63H567536 2002 INTERNATIONAL 4200 SBA 6 YARD DUMP	POOR
12	38	1988 Interstate lowboy trailer	Poor
13			
14			
15			
16			

Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☐ Auction ☒

Other _____

From:  Date 9/27/2023
 (Department) (Department Head)

To: _____ Date ____/____/20____
 (Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____

Rec 9/27/23

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

Email: robertsa@hardeeclerk.com , Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts


Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	04-02-23	Buffalo Terastation Pro Rackmount	Obsolete
2	04-02-25	HP Proliant Server	Obsolete
3	04-02-31	HP Pro Desk 400	Obsolete
4	04-02-34	Watchguard Firewall	Obsolete
5	04-03-02	Toshiba Copier	Obsolete
6	04-06-153	Kodak Computer Station	Obsolete
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☐ Surplus ☐ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☒ Auction ☐

Other _____

From:  Date 9 / 20 / 2023
(Department) (Department Head)

To: _____ Date ____ / ____ / 20 ____
(Department) (Department Head)

Custody Accepted: _____ Date ____ / ____ / 20 ____

Board approval of transfer date: ____ / ____ / 20 ____

Rec 9/20/23

FIXED ASSETS PROPERTY CONTROL TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Amanda Roberts, Fixed Assets/Property Control c/o Clerk of Courts

Email: robertsa@hardceclerk.com, Phone: 863 773-4174 ext. 7245. Fax 863 773-4422 Attn: Amanda Roberts

Subject: Transfer/Disposition of Fixed Assets/Equipment

This is a request to change the property records to reflect the transfer and/or disposal of property as indicated:

	PRC #	Description	Condition
1	06-06-126	Copier ID #4947	broken
2	06-06-138	HVP LaserJet Printer 9000DN	broken
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Transfer ☐ Surplus ☒ Parts ☐ Lost/Stolen ☐ Disposal to Landfill ☒ Auction ☐

Other _____

From: Supervisor of Elections Office Date 09/01/2023
 (Department) (Department Head) Deane Smith SOE

To: _____ Date ____/____/20____
 (Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

Board approval of transfer date: ____/____/20____













































Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Planning and Development Department

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Todd Miller, Planning & Development Director** - Special Exception to construct a 245-foot AGL Self Support/Lattice Style Communication Tower zoned A-1

SUGGESTED ACTION:

ATTACHMENTS:
[Special Exception 245' AGL Communication Tower-09292023121658.pdf](#)



HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

110 South 9th Avenue----Wauchula, FL 33873

Telephone: (863) 767 1964

September 25, 2023

Noye Flores, Chairman
Hardee County Board of County Commissioners
412 West Orange Street, Courthouse Annex, Room 103
Wauchula, FL 33873

Re: P/Z Agenda No. 23-24—James C. Brewer / John D. Brewer
Authorized Representative, Mattaniah Jahn, Esq.
Special Exception to construct a 245' AGL Self Support/Lattice Style Communication Tower
Zoned A-1 (Agriculture), Agricultural Future Land Use Category
CR 665, Hardee County
Parcel No. 07 36 24 0000 06220 0000

Dear Mr. Flores:

The Planning and Zoning Board meeting as the Local Planning Agency with a quorum in attendance and voting met in public hearing as required by the Hardee County Unified Land Development Code on Thursday, September 07, 2023, and upon MOTION by Board Member Burch, second by Board Member Futch, recommends APPROVAL of Planning/Zoning Board Agenda No.23-24 as referenced above.

The Special Exception application was advertised for public hearing by the Board of County Commissioners (BoCC) for **Thursday, October 26, 2023, 8:35 A.M. or as soon thereafter** in the Commissioners' Board Room, Courthouse Annex, Rm. 102, 412 W. Orange St., Wauchula, FL, and Courtesy Notices announcing the public hearing were mailed from the Planning/Development Dept. to the applicant and neighboring properties within 300-ft of the subject property as required by the Hardee County Unified Land Development Code.

Sincerely,

Cody Gullatt

Cody Cullatt, Vice-Chairman
Hardee County Planning and Zoning Board

hh
attachments: Application for Special Exception
P/D Dept. Staff Report w/ aerial maps

HARDEE COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT
STAFF REPORT

Agenda No: SE—23-24

Request: Applicant-initiated request for a Special Exception to construct and operate a 245-ft self-support communication tower with a 100% setback, and to situate an equipment area at the base of the tower on 6,400-sq-ft of leased area within a 40+/- acre parcel in the A-1 (Agriculture) zoning district.

**Applicant/
Property Owner:** James and John Brewer
P.O. Box 1647
Arcadia, FL 34265

**Authorized
Representative:** Mattaniah S. Jahn, Esq
1 Source Towers II, LLC
935 Main Street, Suite C4
Safety Harbor, FL 34695

Location: South side of CR 665, North side of Vandolah Road, at the southeast corner of the intersection of C.R. 665 and the private road, Raymond Davis Road.

**Parcel
Identification No.:** 07-36-24-0000-06220-0000

Site Size: 6,400-sq-ft leased area (tower) within 40+/-acre-parcel

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 land use designation.

Summary of Analysis:

The request is to construct and operate a 245-ft self-support communication tower with a 100% setback, and to locate an equipment area(s) at the base of the tower on a 6,400-sq-ft of leased area, within a 40 acre parcel in a A-1 (Agriculture) zoning district.

Table 2.29.02(B) of the Hardee County Unified Land Development Code (ULDC) permits communication towers with a 100% setback in A-1 zoned districts upon approval of a Special Exception.

The facility is proposed to provide wireless communication services in an area of the county where cellular service coverage is sparse. The applicant is proposing a 30' wide ingress/egress and utility easement for access to the site from CR 655. The tower will be unmanned, and will only be visited periodically for maintenance.

There appears to be no adverse effects to the public interest in constructing the requested tower and equipment area on this property.

Findings of Fact:

- *The site of the request is located in the Agriculture land use category and the A-1 (Agriculture) zoning district.*
- *The submitted application is for a 6,400-sq-ft leased area for the tower and equipment area, and a 30 ft ingress/egress easement from CR 665 across parcel no. 07 36 24 0000 06220 0000.*
- *The site is located on the south side of CR 665, and the southeast corner of the intersection of CR 665 and the private road, Raymond Davis Road. Ingress/egress is planned exclusively from CR 665, which is a paved public roadway.*
- *The site will not require service of a water well or septic tank/drainfield system.*
- *Best available information identifies no wetlands on the site.*
- *Best available information identifies no Special Flood Hazard area on the property.*

STANDARDS OF REVIEW

Article 7, Section 7.13.03, 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 facility is proposed to accommodate the antennas of wireless communication services carriers, thereby filling a coverage gap and providing cellular communication services within the area.

Table 2.29.02(B) of the Hardee County Unified Land Development Code (ULDC) permits communication towers in A-1 zoned districts upon approval of a Special Exception.

- 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 tower will be set back over 253' from CR 665, 338' from the western property line and the private road, Raymond Davis Road, 328' from the eastern property line, and over 2,300+' from the southern property line of the 40+/-acre-parcel. The tower's design complies with the Development Standards for Special Exception Uses.

- C. *Whether and to what extent, planned or proposed public and private developments may be adversely affected by the Special Exception use.*

No private or public development is planned 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.*

All zoning and land use designations in the area are consistent with the zoning and land use of the subject parcel. No special consideration is required.

- 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 Special Exception Use shall comply with Hardee County regulations. The tower will be un-manned and will be visited occasionally for maintenance.

- (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 be increased.

- (3) *Whether the proposed change in land use will adversely alter the existing land use pattern.*

No change in land use pattern is proposed. All surrounding properties are either vacant or in agricultural use (citrus).

- (4) *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety.*

Traffic characteristics are not expected to be measurably impacted.

- (5) *Whether the proposed change in land use will adversely affect the drainage of the property.*

Development characteristics do not appear to change the drainage of the property.

- (6) *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties.*

No change in the quality of water, air or light is expected as a result of the installation of the tower.

- (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, noise or odors.

- (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 tower will not alter the existing land use pattern.

- (10) *Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.*

No incompatibilities are expected to occur with respect to this request.

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 Section 7.13.03, Special Exception Standards of Review, ULDC.

Recommendation:

Staff recommends **APPROVAL** of Agenda No. SE-23-24 and further recommends the Planning and Zoning Board recommend approval of Agenda No. SE-23-24 to the Board of County Commissioners with recommended conditions.

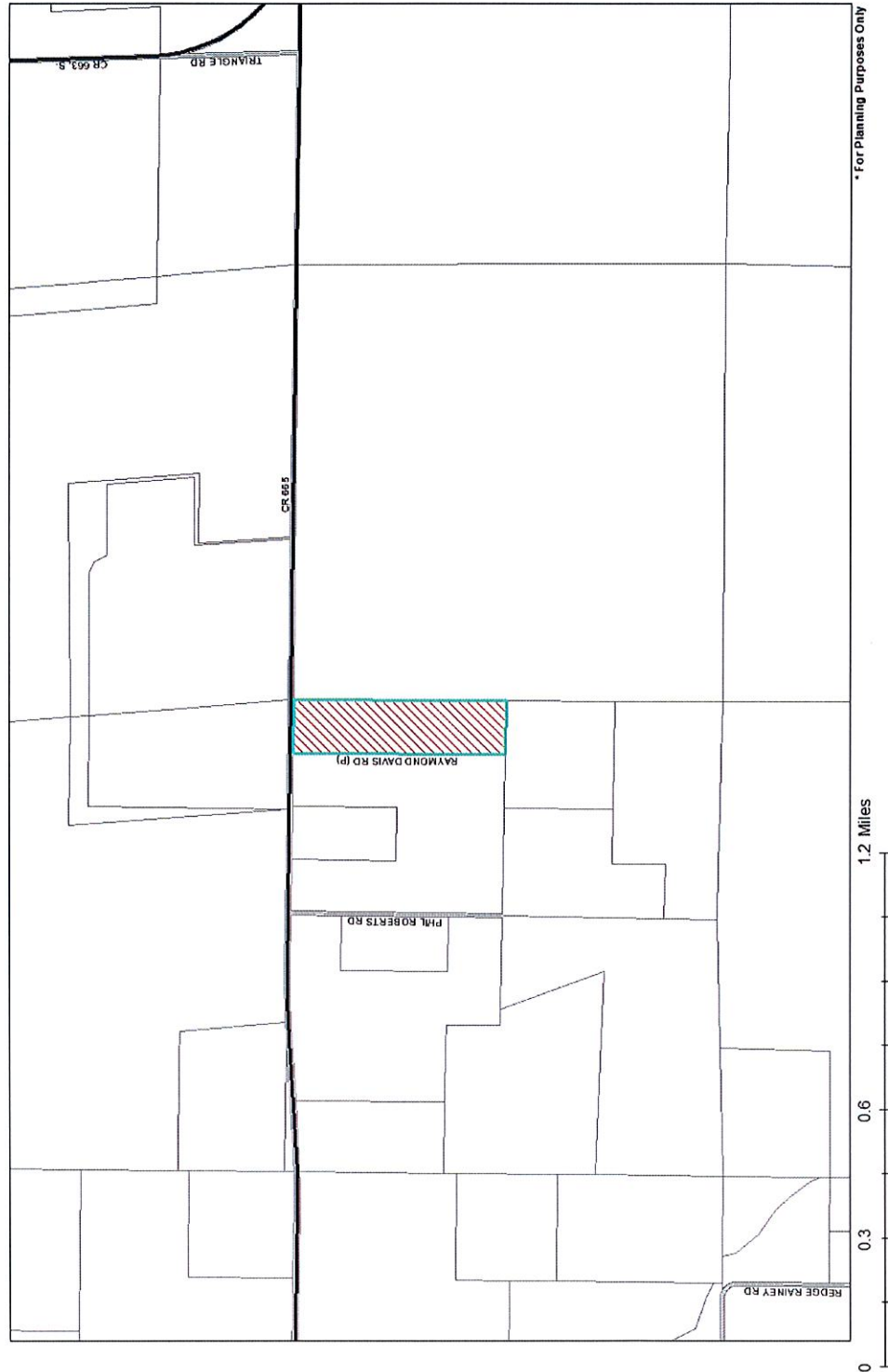
Conditions:

1. Upon application for development permits, the proposed project shall submit a written sign-off for approval from the FAA, FCC, FDOT, SWFWMD or any Federal, State or local agency with jurisdiction;
2. The Special Exception Use must be initiated within 12 months of final approval. Initiation occurs with the pulling of a building permit.

Enc: Application
Location Map
Zoning Map
FLU Map

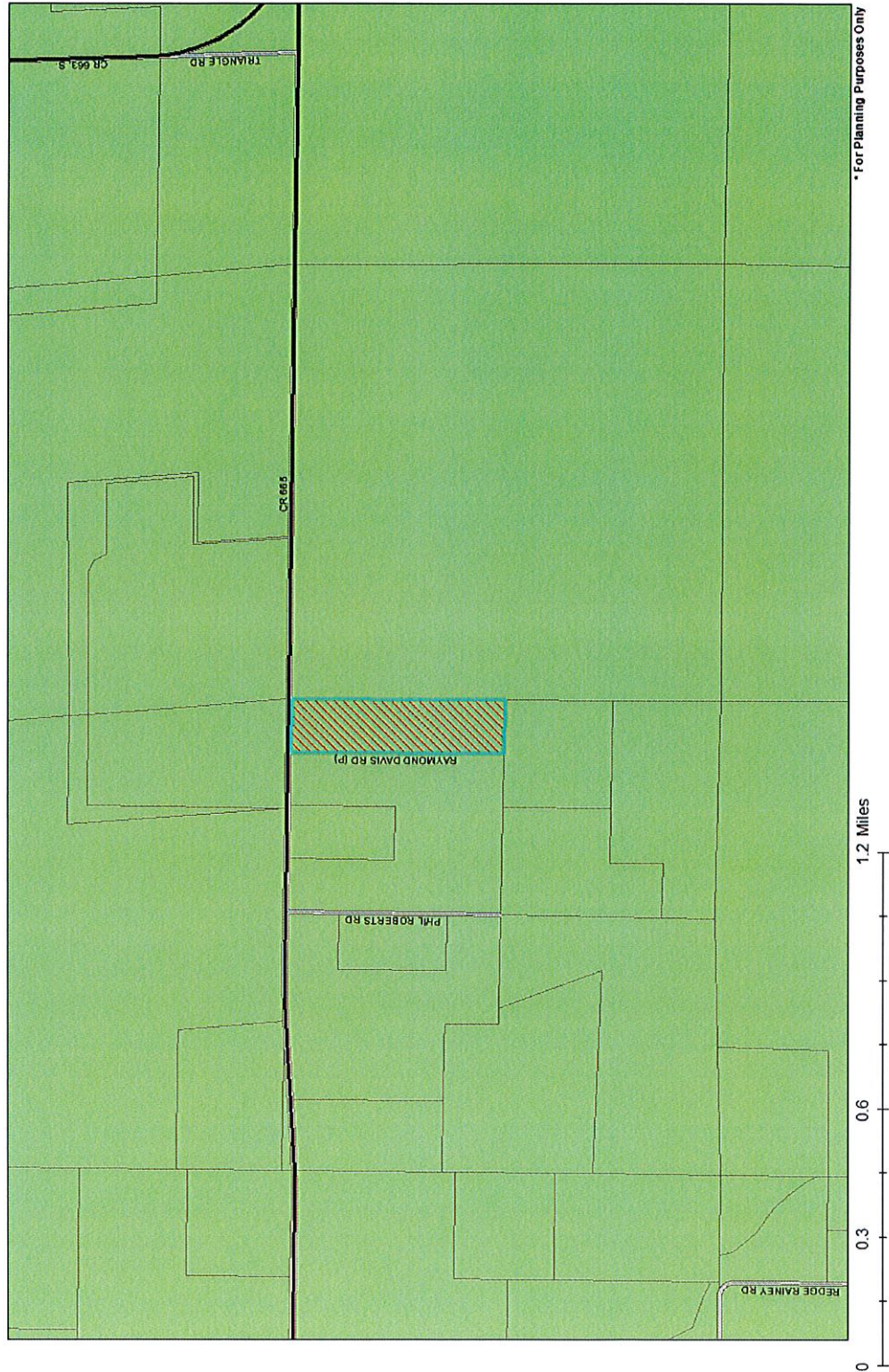


1 Source Towers
SE for Communication Tower
Location Map



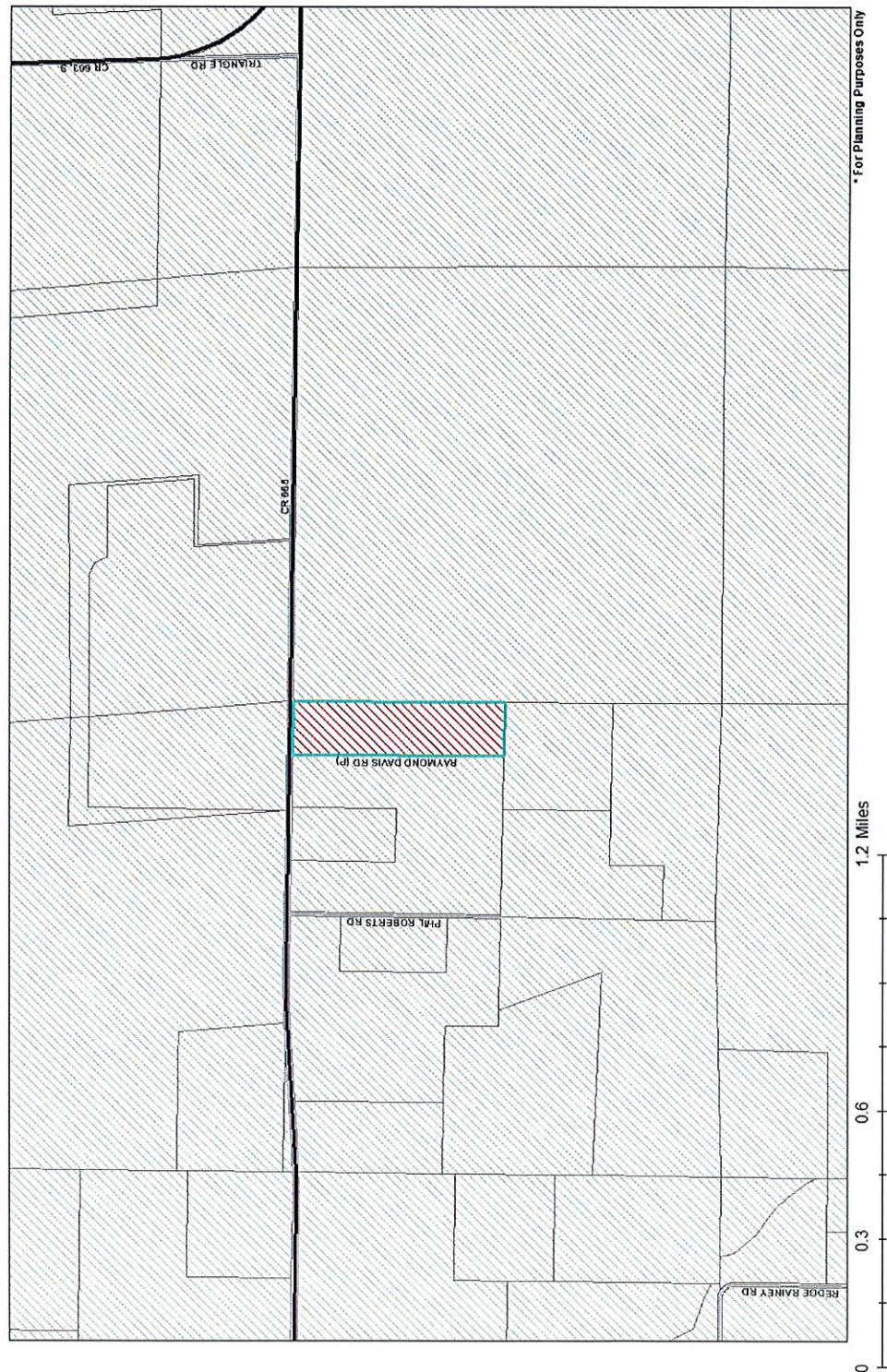


1 Source Towers
SE for Communication Tower
Zoning Map





1 Source Towers
SE for Communication Tower
FLU Map



**RECORD OF DECISION AND NOTICE OF
BOARD OF COUNTY COMMISSIONERS**

HARDEE COUNTY

**PROPERTY
OWNER**

James C. Brewer and
John D. Brewer
P.O. Box 1647
Arcadia, FL 34265

DATES OF HEARING

P/Z 09/07/2023
BoCC 10/26/2023

APPLICANT

1 Source Towers II, LLC
Authorized Representative: Mattaniah S. Jahn, Esq.
935 Main Street, Suite C4
Safety Harbor, FL 34695

AGENDA NO. 23-24

Page One of One

**LEGAL
DESCRIPTION**

Parcel No. 07 36 24 0000 06220 0000---40.0+/-acres

E ½ of E ½ of NE ¼ of Section 7, Township 36 South, Range 24
East, Hardee County, Florida

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 construct a 245' AGL Self Support/Lattice Style Communication Tower on an approximately 40.0+/-acre parent parcel zoned Agriculture in the Agricultural Future Land Use Category has been approved pursuant to this Record of Decision.

Conditions:

1. Upon application for development permits, the proposed project shall submit a written sign-off for approval from the FAA, FCC, FDOT, SWFWMD or any Federal, State or local agency with jurisdiction.
2. The Special Exception Use must be initiated within 12 months of final approval. Initiation occurs with the pulling of a building permit.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

Date

HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

SPECIAL EXCEPTION

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

Agenda No.

P/Z Board Public Hearing:

BoCC Public Hearing:



23-24
9.7.2023
9.21.2023

APPLICATION FEE \$750

Hardee County Unified Land Development Code Section: 7.13.00 & 7.06.00
Planning and Zoning Board will hear and make a recommendation to the BoCC

Filing an application is not a guarantee of approval.

Property Owner/Title Holder Name

Property Owner/Title Holder/Mailing Address

Property Owner/Title Holder/Telephone No

James C. Brewer and John D. Brewer c/o Maltanidis S. John, P.A.
935 Main Street, Suite 4
727-773-2221

Property is identified under Parcel I.D./Folio No.

Zoning

Future Land Use District

Acres

07-36-24-0000-06220-0000

A-1

Agricultural

40

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

Please see enclosed project narrative

Requirements

- ☐ Property record card;
- ☒ Legible aerial map;
- ☒ Copy of the deed;
- ☒ Site Development Plans and/or Site Construction Plans if applicable;
- ☒ Other

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:

"The applicant/owner hereby acknowledges and agrees that any staff discussion is preliminary only, and are not final, nor are they the specific conditions or demands that are actually included in writing in the final development order."

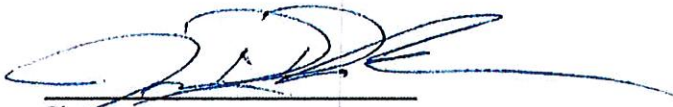
I are
s the

cpenn@
the.lawm
powered.com

AGENT OF RECORD LETTER

I, Justin Dehnert, as manager of 1-Source Towers II, LLC (1-Source) hereby designate and appoint the Law Office of Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire, 935 Main Street, Suite C4, Safety Harbor, Florida 34695, Phone 727-773-2221, Facsimile 727-773-2616, Email mjahn@thelawmpowered.com; mscicchitano@thelawmpowered.com as my and/or 1-Source's Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in connection to a Wireless Communication Support Tower contemplated upon parcel # 07-36-24-0000-06220-0000 in Hardee County, Florida.

The Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. The Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. The Agent of Record has the authority to execute documents relating to any of the above described processes on my and/or 1-Source behalf.



Signature
Justin D. Dehnert

Printed Name
Vice President

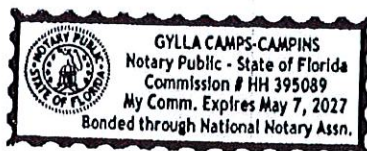
Title
6/7/2023


Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 7th day of June, 2023,
by Justin D. Dehnert who is personally known to me or who has produced
PL DL as identification.

(SEAL)





Notary Public
Gylla Camps-Campins

Printed Name of Notary

AGENT OF RECORD LETTER

We, James Cole Brewer and John Dylan Brewer, own Parcel # 07-36-24-0000-06220-0000 in Hardee County, Florida. We hereby designate and appoint the Law Office of Mattaniah S. Jahn, P.A. and/or Mattaniah S. Jahn, Esquire, 935 Main Street, Suite C4, Safety Harbor, Florida 34695, Phone 727-773-2221, Facsimile 727-773-2616, Email mjahn@thelawmpowered.com; mscicchitano@thelawmpowered.com as Agent of Record for the purpose of any and all permitting, zoning, and/or land use applications, hearings, or processes in connection with a Wireless Telecommunications Facility (WTF) on the aforementioned parcel.

The Agent of Record is hereby vested with authority to make any representations, agreements, or promises which are necessary or desirable in conjunction with any of the aforementioned processes. The Agent of Record is also authorized to accept or reject any conditions imposed by any reviewing board or entity. The Agent of Record has the authority to execute documents relating to any of the above described processes on our behalf.

Signed: 

Printed Name: James Cole Brewer

Date: 5/8/2023

Signed: 

Printed Name: John Dylan Brewer

Date: 5/8/2023

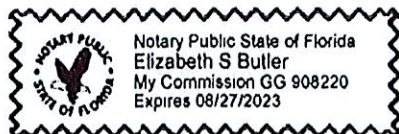
STATE OF FLORIDA
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 8 day of May, 2023, by James Cole Brewer, who X is personally known to me or _____ who has produced _____ as identification.


Notary Public

Printed Name of Notary _____

(SEAL)



STATE OF FLORIDA
COUNTY OF DeSoto

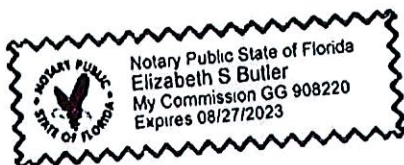
The foregoing instrument was acknowledged before me this 8 day of May, 2023, by John Dylan Brewer, who X is personally known to me or _____ who has produced _____ as identification.

Elizabeth S Butler

Notary Public

(SEAL)

Printed Name of Notary



Parcel Summary

AlternateID 2368
 Parcel ID 07-36-24-0000-06220-0000
 Location Address 0 CR 665
 ONA 33865
 Brief Legal Description 40 AC E1/2 OF E1/2 OF NE1/4 07 36S 24E 522P192 617P581(RES 01-32) 201525006140/6277
 (Note: Not to be used on legal documents.)
 Property Use Code GROVES, ORCHRD (6600)
 Sec/Twp/Rng 7-36-24
 Tax District UNINC CO (900)
 Millage Rate 14.9889
 Acreage 40
 Homestead N

[View Map](#)

Owner Information

Primary Owner
 BREWER JAMES COLE
 BREWER JOHN DYLAN
 P O BOX 1647
 ARCADIA, FL 34265

Map



Property Values

	2021 Certified Values	2020 Certified Values	2019 Certified Values	2018 Certified Values
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$620	\$669	\$720	\$770
Land Value	\$0	\$0	\$0	\$0
Land Agricultural Value	\$58,530	\$58,530	\$58,530	\$59,402
Agricultural (Market) Value	\$274,000	\$273,800	\$273,800	\$273,800
Just (Market) Value	\$274,620	\$274,469	\$274,520	\$274,570
Assessed Value	\$59,150	\$59,199	\$59,250	\$60,172
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$59,150	\$59,199	\$59,250	\$60,172
Maximum Save Our Homes Portability	\$0	\$0	\$0	\$0

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
66EM - E/M ORANGE	1.5	AC	0	0
66EM - E/M ORANGE	12	AC	0	0
66EM - E/M ORANGE	1.5	AC	0	0
66EM - E/M ORANGE	6.5	AC	0	0
66EM - E/M ORANGE	5	AC	0	0
66EM - E/M ORANGE	3	AC	0	0
66VO - VALENCIA ORANGE	2	AC	0	0
66VO - VALENCIA ORANGE	3	AC	0	0
66VO - VALENCIA ORANGE	2	AC	0	0
66AA - BASELAND	2	AC	0	0
6650 - AG UTIL CITRUS	0.5	AC	0	0
5900 - WASTE	1	AC	0	0

Extra Features

Code	Description	Length x Width x Height	Units	Unit Type
IRR 03	IRRIGATION	0 x 0 x 0	39	UT
PBN 03	POLE BARN	25 x 12 x 0	300	SF
C/S 03	CONC SLB	17 x 12 x 0	204	SF
RTN 03	RTN WALL	12 x 8 x 0	96	SF

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	9/11/2015	\$0	PR	0/0	201525006277	Unqualified	UNQUAL/BANKRPTCY,EXECUTRS,GUAD	Vacant	BREWER JAMES D AS PERSONAL REPRESENTATIVE	BREWER JAMES COLE AND BREWER JOHN DYLAN
N	9/11/2015	\$232,000	WD	0/0	201525006140	Unqualified	UNQUAL/TRANSACT OF AFFILIATION	Improved	BREWER JAMES D	BREWER JAMES D AS PR OF EST WLB (UND 1/2 INT)
N	1/17/1997	\$150,000	WD	522/192		Unqualified		Improved	GILLIARD GROVES INC	BREWER JAMES D AND WALTER L

Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

[Sales Questionnaire Form](#)

No data available for the following modules: Building Information, Sketches.

The Hardee County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. Working values are subject to change.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 4/28/2022, 9:58:22 PM

Version 2.1.121

Developed by
 **Schneider**
 GEOSPATIAL



LEASE AREA
1 SOURCE TOWERS, LLC
LIMESTONE
FL7208B

All that tract or parcel of land lying and being in the east half of the east half of the northeast quarter of Section 7, Township 36 South, Range 24 East, Hardee County, Florida and being a portion of the lands of James Cole Brewer and John Dylan Brewer, as recorded in Instrument 201525006277, Hardee County records, Florida, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a Mag Nail stamped "G.F.Y LB 021" marking the northeast corner of Section 7, said nail having a Florida Grid North, NAD83, West Zone value N: 1102404.7115 E: 675807.3466; thence running along the north line of said Section 7, North 89°15'58" West, 15.00 feet to a point; thence leaving said Section line and running, South 00°17'04" West, 51.24 feet to a point; thence North 89°19'19" West, 311.26 feet to a point; thence, South 00°48'46" West, 188.07 feet to a point on the Lease Area; thence running along said Lease Area, South 89°11'14" East, 50.00 feet to a point and the true POINT OF BEGINNING; Thence running, South 00°48'46" West, 80.00 feet to a point; Thence, North 89°11'14" West, 80.00 feet to a point; Thence, North 00°48'46" East, 80.00 feet to a point; Thence, South 89°11'14" East, 80.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Florida Grid North, NAD83, West Zone.

Said tract contains 0.1469 acres (6,400 square feet), more or less, as shown in a survey prepared for 1 Source Towers, LLC by POINT TO POINT LAND SURVEYORS, INC. dated May 10, 2023.

30' INGRESS-EGRESS & UTILITY EASEMENT
1 SOURCE TOWERS, LLC
LIMESTONE
FL7208B

Together with a 30-foot Ingress-Egress and Utility Easement, measuring 15 feet each side of centerline, lying and being in the east half of the east half of the northeast quarter of Section 7, Township 36 South, Range 24 East, Hardee County, Florida and being a portion of the lands of James Cole Brewer and John Dylan Brewer, as recorded in Instrument 201525006277, Hardee County records, Florida, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE at a Mag Nail stamped "G.F.Y LB 021" marking the northeast corner of Section 7, said nail having a Florida Grid North, NAD83, West Zone value N: 1102404.7115 E: 675807.3466; thence running along the north line of said Section 7, North 89°15'58" West, 15.00 feet to a point and the true POINT OF BEGINNING; Thence leaving said Section line and running, South 00°17'04" West, 51.24 feet to a point; Thence North 89°19'19" West, 311.26 feet to a point; Thence, South 00°48'46" West, 188.07 feet to the ENDING a point on the Lease Area.

Bearings based on Florida Grid North, NAD83, West Zone.

As shown in a survey prepared for 1 Source Towers, LLC by POINT TO POINT LAND SURVEYORS, INC. dated May 10, 2023.

May 9, 2023

Hardee County
401 W. Main Street
Wauchula, Florida 33873

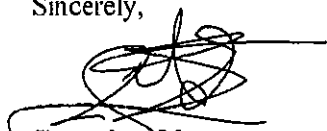
Re: Intent to Colocate – 1 Source Towers, LLC Site: FL-7208B
Verizon Wireless Site #: 5000020923-087422 Murphy
250' Self Support Tower
CR 65
Hardee County, FL Parcel ID #: 07-36-24-0000-06220

To Whom It May Concern:

Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("VZW") confirms its intent to colocate on the above referenced tower location if all applicable zoning/regulatory requirements are approved and the tower is constructed as proposed.

If you have additional questions or need additional information, you may contact me at 305-962-5436

Sincerely,

A handwritten signature in black ink, appearing to read 'Jhonathan Montenegro', with a horizontal line extending to the right.

Jhonathan Montenegro
Sr. Manager – Real Estate/Regulatory
Verizon Wireless



SENT VIA UPS OVERNIGHT DELIVERY

June 1, 2023

Todd Miller, AICP
Hardee County Planning and Zoning Department
110 S. 9th Ave
Wauchula, FL 33873

RE: 1 Source Towers II, LLC
Site Name: Limestone; Site Number: FL 7208B
Parcel ID: 07-36-24-0000-06220-0000
Special Exception Application for 245' AGL Self Support/Lattice Style
Communication Tower

To Whom It May Concern:

On behalf of my client, 1 Source Towers II, LLC (1 Source), please find the enclosed Special Exception application to allow a 245' AGL Self-Support/Lattice Style Communication Tower (Lattice) with supporting documentation:

- Applications:
 - Special Exception
- Application Fee Check #1704 - \$750.00
- AOR's
 - James C. Brewer and John D. Brewer to Mattaniah S. Jahn, Esq.
 - 1 Source Towers II, LLC to Mattaniah S. Jahn, Esq.
- Personal Representative's Release and Certificate of Distribution of Real Property
 - Digital Copy on Thumb Drive
 - Paper Copy located in Title Report
- Title Report
- Memorandum of Lease
- Property Card
- Property Card Aerial Map
- Legal Descriptions
- RF Package
 - Verizon Letter of Intent
 - Propagation Maps
- Colocation Affidavit
- 2022 Hillsborough County 911 Call Statistics
- FAA Determination of No Hazard to Air Navigation

- Survey
 - 4 sets at 11x17
 - 1 set at 24x36
- Site Plan Set
 - 4 sets at 11x17
 - 1 set at 24x36
- 1 Thumb Drive

Summary of Response

1 Source respectfully requests a Special Exception approval for Parcel 07-36-24-0000-06220-0000 to allow the construction of a 245' AGL Lattice Style Communication tower. Verizon will be the anchor tenant. The Parent Parcel is currently developed as an orange grove. The Lattice is proposed near the Northern portion of the property, centered from East to West. 1 Source's leased area consists 6,400 square feet and is 80' x 80'. The compound will be enclosed by a 6' tall chain link fence with three strands of barbed wire on top and a locked gate. The parent parcel is zoned A-1 with a future land use designation of Agricultural.

Applicable Land Development Code (LDC) Sections

2.29.00. - Establishment of Districts.

In order to classify, regulate, and restrict the uses of land, water, buildings, and structures; to regulate and restrict the height and bulk of buildings; to regulate the area of yards, courts, and other open spaces between buildings; and to regulate the intensity of land use, all the area of the Hardee County is classified into one of the following districts:

2.29.01. Zoning District Summary Tables.

The tables on the following pages present information regarding permitted and special exception land uses and development standards for all zoning districts. These tables must be read in conjunction with the regulations for specific zoning districts in Section 2.29.02. The key to the tables is as follows:

P =	Permitted Use; (see notes 1, 2)
S =	Special Exception Use: Recommendation from Planning and Zoning Board; action by Board of County Commissioners
D =	Site Development Plan; Site Development Plan review required; recommendation by Development Review Committee, action by the Planning and Zoning Board; (see note 1)
M =	Major Special Exception (recommendation from Planning and Zoning Board; action by Board of County Commissioners)

(emphasis provided)

Any use or structure not specifically, provisionally, or by reasonable implication incidental to a use permitted here, or permissible by Special Exception or Major Special Exception, may be allowed as a Special Exception or Major Special Exception as determined by the Director or Planning and Development. Uses not such classified shall be prohibited.

2.29.02. Relationship of Zoning Districts to the Future Land Use Element.

The following zoning districts implementing the future land use element of the comprehensive plan are hereby established within Hardee County:

Table 2.29.02(A)													
LDC DEVELOPMENT DISTRICTS													
	R-1	R-2	R-3	F-R	C-1	C-2	I-1	I-2	A-1	P-1	P-R	CN	C/IBC
<i>FLU CATEGORIES</i>													
...													
Communication Tower w/100% Setback					S	S	S	S	S	S			D
Communication Tower w/50%—99% Setback					S			S	S	S			D

(emphasis provided)

1 Source respectfully requests special exception approval of a 245' AGL lattice style communication tower upon parcel 07-36-24-0000-06220-0000. The parent parcel carries a zoning designation of A-1 and per the table above, is an allowable use through the special exception process. The Lattice will exceed the 100% tower height to property line setback requirement in all directions. Please see Sheet C-1 of the Site Plan.

Table 2.29.02(C)											
	Max. Density (units/ac.)	Min. Lot Size (s.f.)	Min. Lot Width (ft.)	Min. Lot Depth (ft.)	Min. Floor Area (s.f.)	Floor Area Ratio	Setbacks (ft.) Front	Setbacks (ft.) Rear	Setbacks (ft.) Side	Max Lot Coverage % Lot	Max. Building Height (ft.)
A-1	**1.0	5 ac	200	200	780	—	50	50	25	—	40
**1 unit per 5 acres											

The required compound setbacks for A-1 zoning are:

	Required:	Provided:
North:	50' – 0"	203' – 02"
South:	50' – 0"	2320' – 4"
East:	25' – 0"	278' – 5"
West:	25' – 0"	308' – 1"

Therefore, the Lattice's compound exceeds the required yard setbacks for A-1 zoning. Please see Sheet C-1.

...

3.21.04. - Public Service Facilities.

3.21.04.01. Communications Tower.

Special Exception approval is required in F-R, I-1, I-2, A-1 and P-I-zoned districts where the tower will not meet the 100% setback requirement. The tower may be set back a distance no less than 50% of its height:

- (01) When certification by an engineer licensed in the State of Florida that the structure is designed to collapse within the boundaries of the property on which it is built has been received, and
- (02) When the Board of County Commissioners determines that all safety concerns have been met The tower shall meet all applicable standards of the FCC, the FAA and any other relevant Federal or State agency.

The required tower setbacks under the Code are:

Tower:

	Required:	Provided:
North:	245' – 0"	253'-2"
South:	245' – 0"	2350' – 4"
East:	245' – 0"	328' – 5"
West:	245' – 0"	338' – 1"

Therefore, the Lattice exceeds the Code required tower setbacks. Please see Sheet C-1.

7.13.00. - Special Exception Permit; Variances; Appeals of the Decisions of the Administrative Official.

7.13.01. Purpose and Intent.

...

7.13.02. Identification by Table of Land Uses, Location of Development Standards, and Hearing Body.

Uses designated as Special Exception Uses are identified in the Table of Land Uses 2.29.01(A), Article 2. They are designated by the letter "S". Development Standards for Special Exception Uses are found in Article 3, Section 3.10.00. The Planning and Zoning Board will hear and make recommendations on Special Exception applications and Variance applications to the Board of County Commissioners. The Board of County Commissioners shall hear and decide applications for Special Exceptions and Variances authorized under this Code in the manner prescribed as follows:

Noted.

7.13.03. Standards of Review for Special Exceptions.

At the time of a proposal for a particular Special Exception Use, a detailed review of the location, design, configuration, and impact will be conducted by comparing the proposed use to fixed standards. Of particular importance are standards for weighing the public need for and benefit to be derived from the use, against the greater than local impact that it may cause. The review considers the proposal in terms of:

- (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;

As discussed above, the Lattice will further the sound planning objective of providing reliable wireless service to persons in Hardee County, exceed all setback requirements on the parent parcel, and will be a compatible designation to the parent parcel's Agricultural future land use designation.

- (B) Whether and to what extent all steps possible have been taken by the developer to minimize any adverse effects of the Special Exception Use on the immediate vicinity and on the public health, safety, and welfare in general;

The Lattice has been sited on a disturbed parcel developed as an orange grove located near County Road 665 keeping it near the roadway corridor and away from other private parcels. Further, the Lattice has been roughly centered from the neighboring parcels to the East and West, maximizing separation to those parcels. Finally, the Lattice will be the minimum height necessary to solve Verizon's gap in service. Please see the enclosed RF Package and Sheet C-3 of the enclosed Site Plan.

- (C) Whether and to what extent, planned and proposed public and private developments may be adversely affected by the Special Exception Use; and

The Lattice will not adversely affect planned and proposed public or private developments. Rather, the Lattice will support said developments through the provision of reliable wireless communications service in this portion of Hardee County. In 2022, 81.2% of all 911 calls received by neighboring Hillsborough County Sheriff's Office were received via wireless phones. This shows that reliable wireless coverage is no longer a luxury, it is a necessity. Please see the enclosed RF Package and Hillsborough County 911 call statistics.

- (D) Whether and to what extent, existing zoning and land use in the vicinity of the Special Exception Use require special considerations and conditions.

The Lattice is proposed on an agriculturally developed parcel surrounded by other agriculturally used parcels along County Road 665. As such, I Source respectfully submits that the prevailing land use pattern does not require special considerations or conditions. Please see Sheet C-1 of the enclosed Site Plan.

- (E) Whether and to what extent, the proposed Special Exception is compatible with the following standards:

- (01) 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:

- a. Yards;
- b. Setbacks;
- c. Height;
- d. Lot Coverage;
- e. Impervious Surface Coverage;
- f. Parking;
- g. Hours of Operation.

The Lattice will meet all A-1 zoning requirements for yards, setbacks, height, lot coverage, impervious surface coverage, and parking. The Lattice will be unstaffed, and as such will not have hours of operation. While the lattice will be taller than the average structure in A-1 zoning, the Lattice complies with the 100% height setback requirement contained in section 3.21.04.01, which is the Code's objective mechanism for establishing compatibility with neighboring parcels. Please see Sheets C-1 to C-3 of the enclosed Site Plan.

- (02) Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties;

The Lattice, which will be unstaffed, will be located on a parent parcel developed as an agricultural use surrounded by other parcels along the 665 corridor used for agricultural purposes. As such, the Lattice will not differ in intensity or density from the surrounding properties. Please see Sheet C-1 of the enclosed Site Plan.

- (03) Whether the proposed change in land use will adversely alter the existing land use pattern;

The Lattice will support the existing land use patterns through the provision of reliable wireless communications service in this portion of Hardee County. Please see the enclosed RF Package.

- (04) Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety;

The Lattice will typically be serviced by no more than one pickup truck sized vehicle per carrier, per month and will, therefore, only create a minimal increase in traffic. The Lattice will be located within a locked compound surrounded by a 6' tall chain link fence with 3 strands of barbed wire on top and will only need minimal emergency services support. Finally, the Lattice will support the availability of public services by providing reliable wireless coverage in the area. In 2022, 81.2% of all 911 calls received by neighboring Hillsborough County Sheriff's Office were received via wireless phones. This shows that reliable wireless coverage is no longer a luxury, it is a necessity. Please see the enclosed RF Package and Hillsborough County 911 call statistics.

- (05) Whether the proposed change in land use will adversely affect the drainage of the property;

The Lattice will have minimal footprint and will be located within a compound consisting of 57 stone, which will process any run-off from the site. Therefore, the Lattice will not adversely affect the drainage of the property. Please see Sheets C-2 and C-4 of the enclosed Site Plan.

- (06) Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties;

The Lattice is proposed to be developed on a disturbed parcel currently developed as an orange grove. Moreover, the Lattice meets the Code required separations. The Lattice will not create run-off and any generators located within its compound will be compliant with EPA emission standards. While the FAA is requiring marker lighting on the Lattice, the lighting will be red, pointed upwards, and the minimum lighting necessary to meet FAA safety regulations. Please see Sheets C-2 and C-3 of the enclosed Site Plan.

- (07) Whether the proposed change in land use will adversely affect the property values of the adjacent properties;

The Lattice will not negatively affect property values, rather, the contrary is true. Rather, the Lattice will support higher property values by providing reliable wireless service in the area. Wireless services are used in our daily lives from personal, business, educational, emergency uses. This most clearly underscored when looking at 911 call percentage rates. In 2022, 81.2% of all 911 calls received by neighboring Hillsborough County Sheriff's Office

were received via wireless phones. This shows that reliable wireless coverage is no longer a luxury, it is a necessity. Please see the enclosed RF Package and Hillsborough County 911 call statistics.

- (08) Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties;

The Lattice will have a dull grey finish, be unoccupied, and its base shall consist of computer equipment and noise ordinance compliant generators. While the FAA is requiring marker lighting on the Lattice, the lighting will be red, pointed upwards, and the minimum lighting necessary to meet FAA safety regulations. As such, The Lattice will not cause glare, noise, or odors for the adjacent properties. Please see Sheet C-2 and C-3 of the enclosed Site Plan.

- (09) 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; and

1 Source respectfully requests that the Lattice be allowed as a use on the parcel so that it may provide the necessary public infrastructure of reliable wireless service to the existing uses along County Road 665. Therefore, the Lattice will not create a mixture of dissimilar uses, but will support the surrounding uses. Please see Sheet C-1 as well as the enclosed RF package.

- (10) Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.

1 Source respectfully submits the Lattice will not have detrimental effect or incompatibilities. However, if the board determines that buffering is necessary, 1 Source respectfully submits that the existing orange grove surrounding the Lattice will provide better buffering than immature landscape planting would. Please see Sheet C-1 of the enclosed Site Plan.

...
7.13.05. Application.

(A) ...

- (D) *Conditions and Safeguards.* The development and use of the site of an approved Special Exception shall be in accordance with the approved site plan and application materials. The approved site plan shall be filed with the Building Official, and all development shall be in compliance with that plan. The Board of County Commissioners may recommend and may impose on the grant of any Special Exception any conditions or safeguards found to be necessary to ensure the compatibility of the Special Exception with surrounding properties or the community in general. These may include, but are not limited to, requiring restrictions on hours of operation and size of buildings, additional landscape and buffer areas, limiting vehicular access points and location of off-street parking, and similar conditions. Violation of any such condition or safeguard shall be deemed a

violation of this Code and may result in a revocation of any Special Exception, in addition to any other remedy for such violation provided in this Code.

Noted.

...

7.13.07. Expiration or Abandonment of Special Exception Use.

If a Special Exception does not begin to serve the purpose for which it was granted permission within one year from the date of approval, it shall expire. Once initiated, the Special Exception use may continue indefinitely or until the expiration of any time limit established as a condition of approval. However, if such use is abandoned for one year, it shall expire. The Planning and Development Division will establish a process to perform an annual review to determine continuing need of any and all Special Exceptions.

Noted.

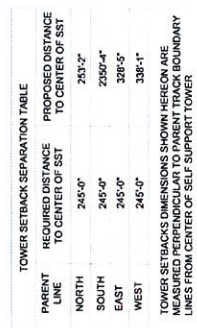
Thank you for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mattaniah S. Jahn". The signature is fluid and cursive, with the first name being more prominent.

Mattaniah S. Jahn, Esq.
MSJ/ama

Enclosures



FLOOD ZONE INFORMATION					
COMMUNITY NUMB.	PANEL #	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION
12049C	405	D	11/6/2013	X	NOT APPLICABLE



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Planning and Development Department

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Todd Miller, Planning & Development Director** - Special Exception Bluffs Investments to develop 412 space RV Resort

SUGGESTED ACTION:

ATTACHMENTS:
[Special Exception Bluffs Investments LLC 412 Space RV Resort-09292023122113.pdf](#)

AGENDA REQUEST FORM

Complete **ONE** form, per item request.

Department/Agency Hardee County Planning and Development Department

Contact Person Todd Miller/Hazel Hastwell/Adelina Luna Phone (863) 767 1964

Email hazel.hastwell@hardeecounty.net Fax n/a

I request the following item be placed on the 10.26.2023 agenda under the following category:
(date of meeting)

☒ Appointment

☐ County Manager, Non-Consent

☐ 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 Planning Director (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:

Requesting APPROVAL to develop a 412 space Recreational Vehicle Resort

Bluffs Investments, LLC - Special Exception

Check if no action is required: ☐

Will item impact budget/funding per fiscal year? ☐ YES / ☒ 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:

Request for approval and for Chairman to sign Record of Decision

Return to Planning 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—23-36

Request: Applicant-initiated request for a Special Exception to develop a 412 space Recreational Vehicle Resort on 132.12 +/- acres comprised of several parcels located in the Farm Residential (F-R) zoning district and with a Rural Center Future Land Use designation.

**Applicant/
Property Owner:** Bluffs Investments, LLC
8037 US Highway 17 South
Zolfo Springs, FL 33890

**Authorized
Representative:** Aaron Hillman
8037 US Highway 17 South
Zolfo Springs, FL 33890

Location: On the east side of US 17 South, north of Allman Street and south of Golf Boulevard

**Parcel
Identification No. & Site Size:** # 15-36-25-0000-05170-0000; 4.67 acres
10-36-25-0000-05320-0000; 52.80 acres
10-36-25-0000-05350-0000; 70.35 acres
10-36-25-0100-00001-0001; 1.78 acres
10-36-25-0100-00001-0002; 0.85 acres
10-36-25-0100-00001-0003; 0.85 acres
10-36-25-0100-00001-0004; 0.82 acres

Site Size: 132.12 acres

Existing Land Use: Rural Center
Existing Zoning: Farm Residential (F-R)

**Surrounding
Zoning:** A-1 (Agriculture) on all adjacent properties to the north, east and west; R-3 (Residential Multiple Family) on adjacent properties to the south

**Surrounding
Land Use:** Agriculture FLU on all adjacent properties to the north, east and west; Rural Center FLU on adjacent properties to the south

Summary of Analysis:

The request is to develop a 412 space RV Resort with associated uses and facilities on seven adjoining parcels totaling 132.12 acres in the F-R (Farm Residential) zoning district.

Table 2.29.02(B) of the Hardee County Unified Land Development Code (ULDC) permits Recreational Vehicle Parks in the F-R zoning district upon approval of a Special Exception.

The subject seven (7) parcels are currently utilized as a recreational golf course and with associated buildings, and vacant residential parcels for development (Parcels 0001, 0002, 0003 and 0004). The golf course use and its associated community to the north have been continually established uses since at least the early 1990s. Back in 2018 the subject properties were purchased by the applicant, who is now proposing to convert the properties into a Recreational Vehicle Resort with associated executive golf course.

All seven parcels were recently approved to be rezoned from A-1 and R-3 to accommodate the proposed use. Given that the ULDC allows RV Parks in the F-R zoning district only by Special Exception approval, the property owner has submitted the subject special exception application.

Findings of Fact:

- *The site of the request is located in the Rural Center land use category and the F-R (Farm Residential) zoning district.*
- *The submitted application is for a 412 space RV Resort use.*
- *The site is located on the east side of US 17 South, north of Allman Street and south of Golf Boulevard*
- *The site will be serviced by a private water and wastewater system.*
- *Best available information identifies wetlands on the site, but only in the created water bodies.*
- *Best available information identifies some A flood zones on the property.*

STANDARDS OF REVIEW

Article 7, Section 7.13.03, 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.*

Policy L1.7 of the Hardee County Comprehensive Plan establishes the Rural Center Future Land Use category as areas where there is an existing area (or the need for an area) of small scale, rural clusters of mixed use development. Furthermore, the Policy allows residential densities up to 12-15 units per acre, specifically including RV Parks. The proposed development is located in such an area along US Highway 17 South where there currently exists a cluster of mixed uses (residential, commercial, light industrial).

Additionally, Table 2.29.02(B) of the Hardee County Unified Land Development Code (ULDC) permits RV Parks in the F-R zoning districts upon approval of a Special Exception.

- 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.*

Throughout the previous rezoning and comprehensive plan amendment process, the applicant has worked with staff to address concerns of the neighboring residential uses to the north and south, providing buffering and the location of low to no activity areas (golf course and water features) along those borders.

- C. *Whether and to what extent, planned or proposed public and private developments may be adversely affected by the Special Exception use.*

The nearest planned development in the area is a new FDOT Operations Center to be located to the south on US Highway 17 South. The proposed public development is approximately ½ mile further to the south. Given that the proposed RV Resort is planned to have only golf course uses on the southern portion of the subject property, and the distance between the two uses, no adverse impacts are anticipated.

- D. *Whether and to what extent, existing zoning and land use in the vicinity of the Special Exception use require special considerations and conditions.*

All zoning and land use designations in the area are similar low density and low intensity districts that are consistent and compatible with the zoning and land use of the subject parcel. No special consideration is required.

- 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 Special Exception Use shall comply with Hardee County regulations.

- (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 is consistent with the existing uses to the north and south, and will be compatible with the agricultural uses to the east.

- (3) *Whether the proposed change in land use will adversely alter the existing land use pattern.*

No change in land use pattern is proposed. All surrounding properties are either currently in low to medium density use or in agricultural use (pasture).

- (4) *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety.*

A Traffic Impact Analysis is being developed to be submitted with the Site Development Plan application. Preliminary calculations indicate the proposed RV Park will generate over 1,000 trips per day, thus requiring a Traffic Impact Analysis per the Hardee County Traffic Impact Procedures Manual. It is noted, however, that the impacted roadway (US Highway 17 South) is currently operating well below capacity. Staff has provided a condition of approval requiring the submittal, review and approval of the Traffic Impact Analysis prior to scheduling a Site Development Plan for consideration by the Planning and Zoning Commission.

- (5) *Whether the proposed change in land use will adversely affect the drainage of the property.*

The proposed use will increase stormwater drainage requirements. This increase will be handled onsite via the existing ponds.

- (6) *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties.*

No change in the quality of water, air or light is expected as a result of the development of the RV Resort.

- (7) *Whether the proposed change in land use will adversely affect the property values of the adjacent properties.*

No adverse impact to 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 increased glare, noise or odors.

- (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 RV Resort will not alter the existing land use pattern.

- (10) *Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.*

No incompatibilities are expected to occur with respect to this request.

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 Section 7.13.03, Special Exception Standards of Review, ULDC.

Recommendation:

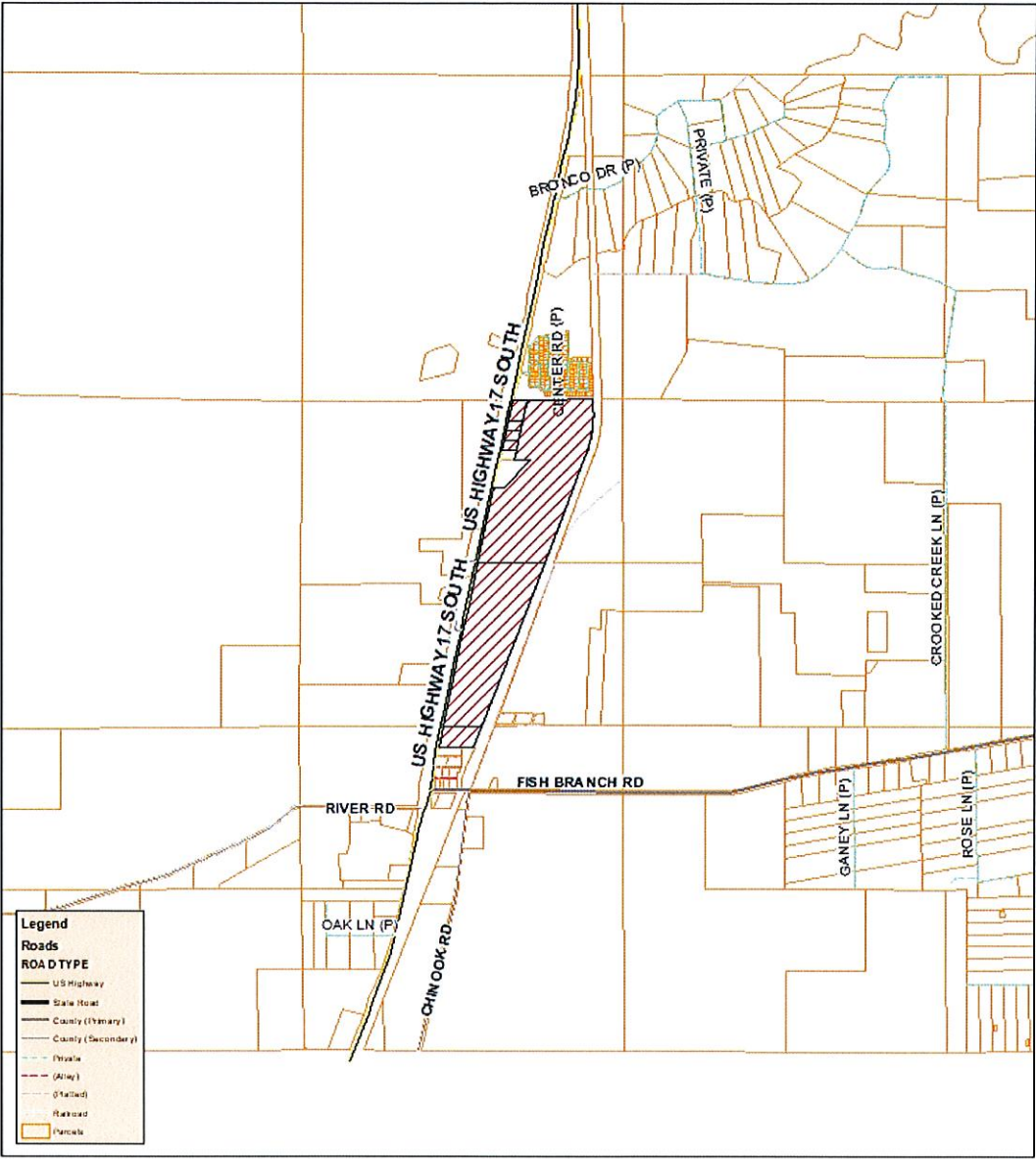
Staff recommends **APPROVAL** of Agenda No. SE-23-36 and further recommends the Planning and Zoning Board recommend approval of Agenda No. SE-23-36 to the Board of County Commissioners with recommended conditions below.

HARDEE COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT
STAFF REPORT— BLUFFS RV RESORT SE

1. The Applicant shall submit a completed Traffic Impact Analysis for review and approval by County staff concurrent with any Site Development Plan applications for the proposed project.

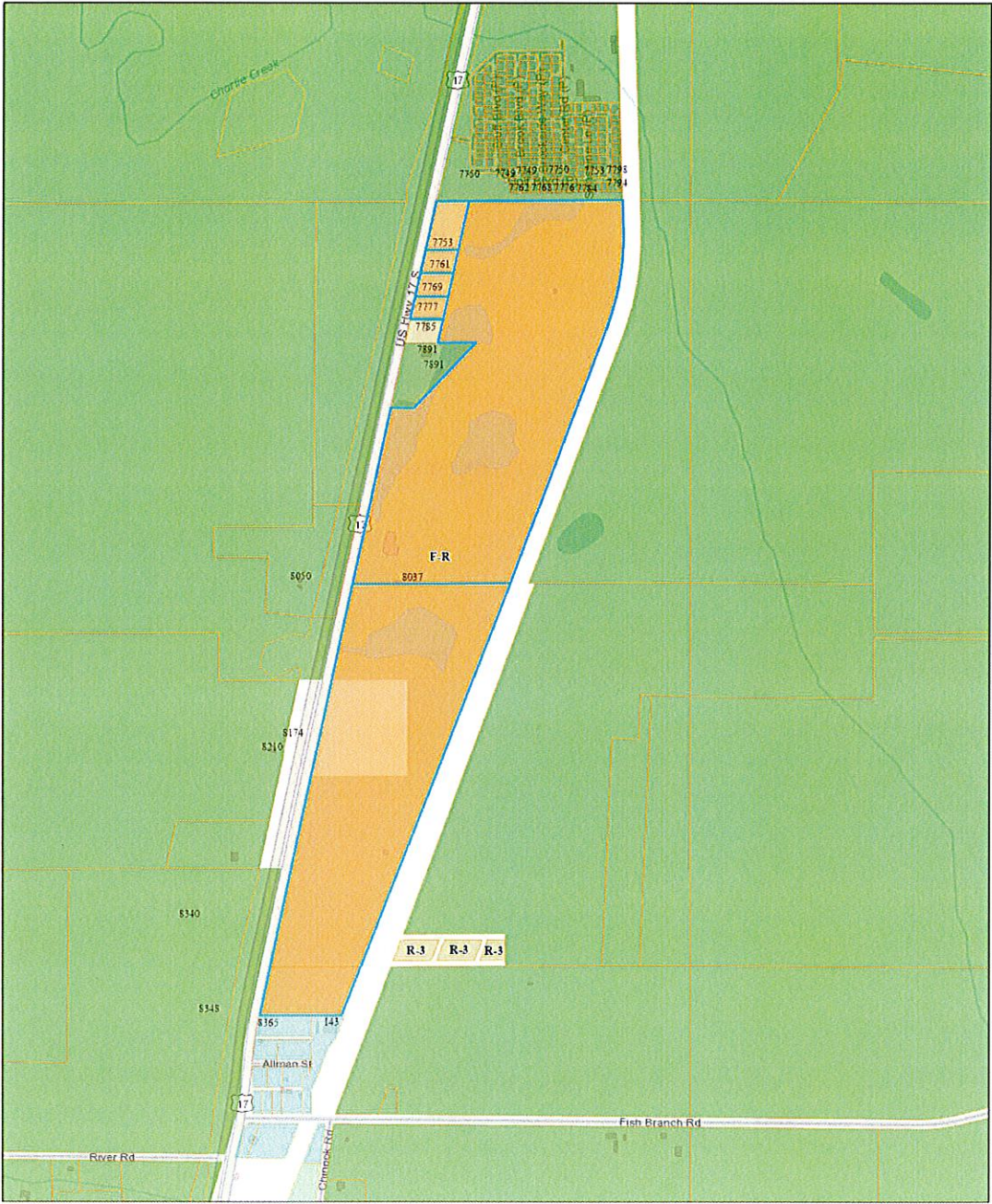
Enc: Application
 Location Map
 Zoning Map
 FLU Map

Bluffs Investments, LLC
Rezone from A-1 and R-3 to F--R
Location Map



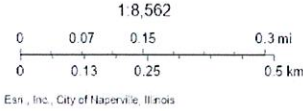
* For Planning Purposes Only

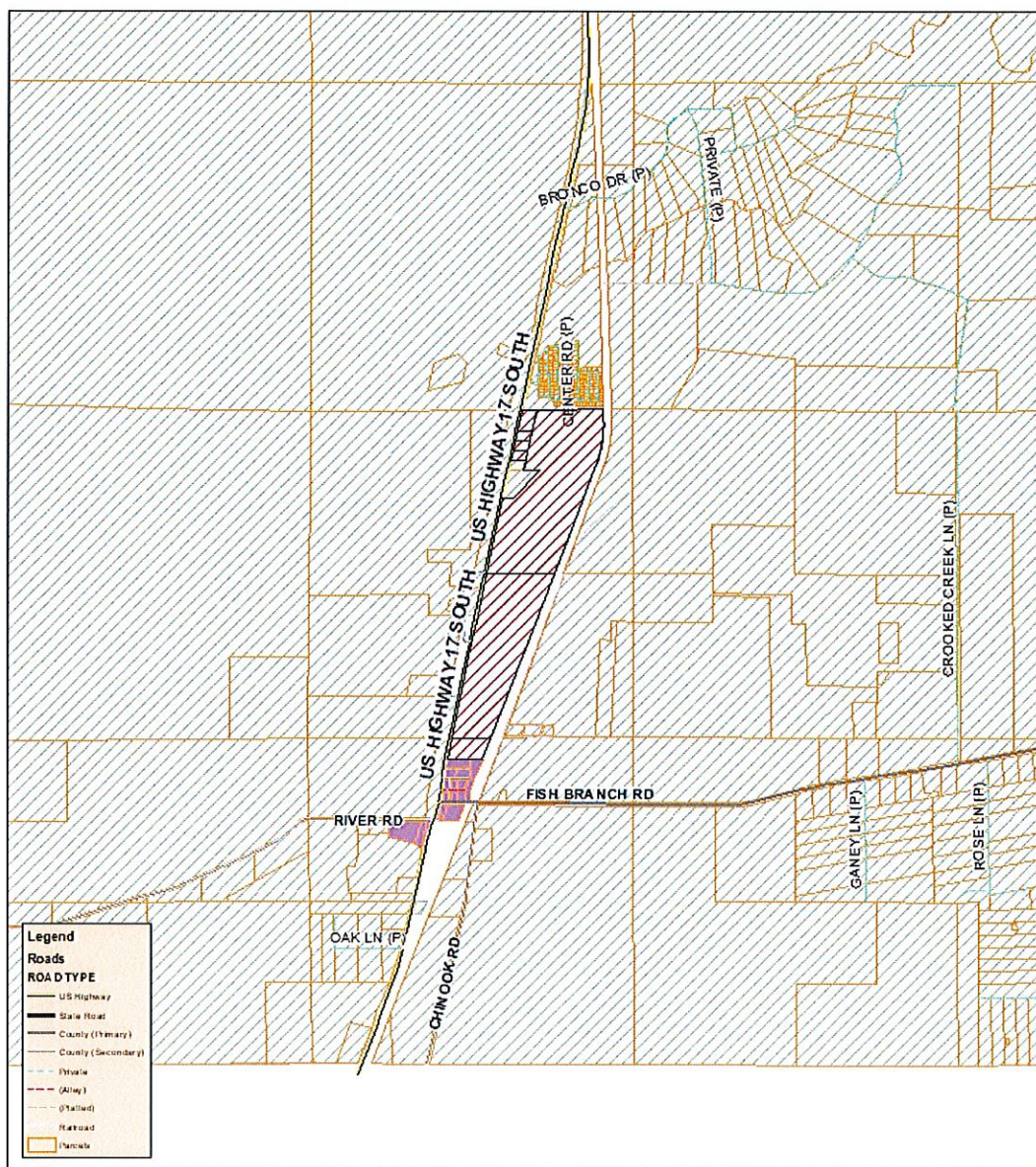
Bluffs RV Resort SE



9/14/2023, 9:40 22 AM

- Address Point C-1 - (Neighborhood Commercial)
Owner Parcels F-R - (Farm Residential)
Zoning I-1 - (Light Industrial)
A-1 - (Agriculture) R-3 - (Multiple-Family Residential)





**RECORD OF DECISION AND NOTICE OF
BOARD OF COUNTY COMMISSIONERS**

HARDEE COUNTY

**APPLICANT/
PROPERTY
OWNER**

Bluff's Investments, LLC
8037 US Hwy 17 South
Zolfo Springs, FL 33890

DATES OF HEARING

P/Z 10/05/2023
BoCC 10/26/2023

AGENDA NO. 23-36

Page One of One

**LEGAL
DESCRIPTION**

Parcel No. 15 36 25 0000 05170 0000---4.67+/-acres
Parcel No. 10 36 25 0000 05320 0000---52.8+/-acres
Parcel No. 10 36 25 0000 05350 0000---70.35+/-acres
Parcel No. 10 36 25 0100 00001 0001---1.78+/-acres
Parcel No. 10 36 25 0100 00001 0002---0.85+/-acres
Parcel No. 10 36 25 0100 00001 0003---0.85+/-acres
Parcel No. 10 36 25 0100 00001 0004---0.82+/-acres

See Attached Exhibit "A"

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** for an RV Resort on 133.0+/-acres zoned Farm-Residential in the Rural Center Future Land Use Category has been approved pursuant to this Record of Decision.

Conditions:

- 1.) The Applicant shall submit a completed Traffic Impact Analysis for review and approval by County staff concurrent with any Site Development Plan applications for the proposed project.

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\Best---RV Resort--10-2023

EXHIBIT "A"

Parcel 1:

Commence at the Northeast corner of Section 10, Township 36 South, Range 25 East, Hardee County, Florida; thence run North 89 degrees 54' 56" West, along the North line of said Section, a distance of 468.46 feet, to the Southeast corner of Brookside Bluff Park Model Resort, as recorded in Plat Bar 66, Page 2 of the Public Records of Hardee County, Florida, for a Point of Beginning, said point lying on the West right-of-way of Seaboard Coast Line Railroad; thence run South 01 degree 19' 41" East, along said right-of-way, a distance of 27.26 feet, to the Point of Curvature of a curve concave to the West, having a radius of 2850.78 feet and a central angle of 23 degrees 26' 40"; thence continue along said right-of-way a distance of 1166.49 feet along the arc of said curve, being subtended by a chord of 1158.37 feet, bearing South 10 degrees 23' 39" West; thence South 22 degrees 07' 00" West, continuing along said right of way, a distance of 1190.55 feet; thence run North 88 degrees 46' 44" West, a distance of 1166.20 feet, to the East right-of-way of U.S. No. 17 (S. R. No. 35); thence run North 12 degrees 57' 14" East along said right-of-way, a distance of 838.79 feet; thence run South 89 degrees 49' 22" East, a distance of 160.00 feet; thence North 44 degrees 43' 30" East, as distance of 629.75 feet; thence North 89 degrees 49' 22" West, a distance of 270.00 feet; thence North 12 degrees 57' 14" East, a distance of 1006.75 feet to the North line of said Section 10; thence run South 89 degrees 54' 46" East along said line also being the South line of aforesaid Brookside Bluff; a distance of 1075.66 feet to the Point of Beginning.

Parcel Id: a portion of 10-36-25-0000-05350-0000

Parcel 2:

Begin at the intersection of the Easterly R/W of U. S. # 17 and the South boundary of the NE 1/4 of Section 10, Township 36 South, Range 25 East, Hardee County, Florida for P.O.B.; thence N 12 degrees 11' 20" E along said R/W 402.00 feet; thence S 88 degrees 46' 44" E, 1166.205 feet to West R/W of S. C. L. abandoned Railroad; thence S 21 degrees 21' 05" W along said West R/W, 402.00 feet to the South boundary of said NE 1/4; thence South 89 degrees 31' 14" W along South boundary of said NE 1/4, 1104.72 feet to P.O.B.; All lying and being in Hardee County, Florida.

Parcel Id: a portion of 10-36-25-0000-05350-0000

Parcel 3:

All that part of the North 1/2 of NW 1/4 of SE 1/4 lying between U.S. Highway #17 and A.C.L. Railroad, and also that part of NW 1/4 of NE 1/4 of the SE 1/4 and also that part of the SE 1/4 of NW 1/4 of SE 1/4 lying West of A.C.L. Railroad, all lying and being in Section 10, Township 36 South, Range 25 East, Hardee County, Florida. Subject to right of way for U.S. Highway #17 and Railroad right-of-way.

Parcel Id: a portion of 10-36-25-0000-05320-0000

Parcel 4:

That part of the SW 1/4 of the SE 1/4 lying West of SCLRR R/W and that part of the SE 1/4 of SW 1/4, less South 684.26 feet lying East of U.S. Highway #17, all being in Section 10, Township 36 South, Range 25 East, Hardee County, Florida.

AND

A parcel of land situated in the SE 1/4 of SW 1/4 of Section 10, Township 36 South, Range 25 East and being more particularly described as follows: BEGIN at the SE corner of said SE 1/4 of the SW 1/4 and run South 89 Degrees 58'00" West, along the South boundary of said SE 1/4 of SW 1/4, a distance of 295.54 feet to the point of intersection of said South boundary with the Easterly right-of-way line of State Road #35 (U.S. Highway #17); thence North 12 degrees 21'50" East, along said Easterly right-of-way line, 700.77 feet; thence North 89 degrees 57'59" East 145.49 feet to a point on the East boundary of said SE 1/4 of SW 1/4; thence South along said East boundary, 684.26 feet to the P.O.B. All being in Hardee County, Florida.

Parcel Id: a portion of 10-36-25-0000-05320-0000

Parcel 5:

A parcel of land located in Section 15, Township 36 South, Range 25 East, Hardee County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast quarter of said Section 15; thence North 89°37'52" East along the North line of said Section 15, a distance of 345.48 feet to a point on the Westerly right-of-way line of the A.C.L. Railroad; thence South 21°20'31" East along said Westerly right-of-way line, a distance of 378.71 feet to the Northeast corner of the lands described in Official Records Book 487, Page 565, of the Public Records of Hardee County, Florida; thence North 86°07'15" West along the North line of said lands, a distance of 207.87 feet to the Northwest corner of said lands; thence South 36°39'26" West, a distance of 26.77 feet to the Northeast corner of the lands described in Official Records Book 563, Page 115, of the Public Records of Hardee County, Florida, said Northeast corner also being the Northeast corner of Lot 16, Block 3, T E Fielder's Addition to the Town of Gardner, as recorded in Plat Book 2, Page 6, of the Public Records of Hardee County, Florida; thence North 89°30'44" West along the North line of the lands described in Official Records Book 563, Page 115, of the Public Records of Hardee County, Florida, a distance of 352.45 feet to a point on the Easterly right-of-way of U.S. Highway #17, said point lying on a non tangent curve concave to the Southeast having a radius of 4524.18 feet, a chord bearing of North 11°04'11" East and a chord distance of 160.91 feet; thence along said curve an arc distance of 160.92 feet to a point of tangency; thence continue along said Westerly right-of-way line North 12°11'20" East, a distance of 200.62 feet to a point on the North line of said Section 15; thence North 89°49'23" East along said North line, a distance of 294.92 feet to the POINT OF BEGINNING.

Parcel Id: 15-36-25-0000-05170-0000

Parcel 6:

Lots 1, 2, 3, and 4, LESS the Southerly 5.0 feet of Lot 4, Greenside Golf Lots, according to the map or plat thereof as recorded in Plat Bar B-6, Page 1, Public Records of Hardee County, Florida.

Parcel Id: 10-36-25-0100-00001-0001; 10-36-25-0100-00001-0002; 10-36-25-0100-00001-0003; 10-36-25-0100-00001-0004

Parcel 7:

The Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, LESS right of way for U.S. Highway 17, Section 10, Township 36 South, Range 25, Hardee County, Florida

Parcel Id: a portion of 10-36-25-0000-05320-0000

HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

SPECIAL EXCEPTION

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

Agenda No. 23-36

P/Z Board Public Hearing: 10.5.2023

BoCC Public Hearing: 11.2.2023

APPLICATION FEE \$750

Hardee County Unified Land Development Code Section: 7.13.00 & 7.06.00
Planning and Zoning Board will hear and make a recommendation to the BoCC

Filing an application is not a guarantee of approval.

Bluffs Investments, LLC

Property Owner/Title Holder Name

8037 US Hwy 17 South
Zolfo Springs, FL 33890

Property Owner/Title Holder/Mailing Address

772-285-7797

Property Owner/Title Holder/Telephone No

Property is identified under Parcel I.D./Folio No.

See attached for parcels

Zoning

FR

Future Land Use District

Rural Center

Acres

Approx. 133

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

Special exception is required in the zoning code to allow the use of an RV park in the rural center zoning.

Requirements

- ☐ Property record card;
- ☐ Legible aerial map;
- ☐ Copy of the deed;
- ☐ Site Development Plans and/or Site Construction Plans if applicable;
- ☐ Other

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:

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


HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

SPECIAL EXCEPTION

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

ORIGINAL SIGNATURE REQUIRED

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

 William H. HARVEY, Manager
Bliss Investments LLC

Date

8/3/23

ORIGINAL SIGNATURE REQUIRED

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

Date

ORIGINAL SIGNATURE REQUIRED

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

Date

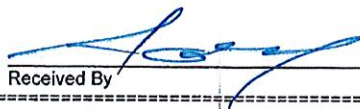
Office Use Only _____

Receipt No.

2000686

150
Application Fees

Received By

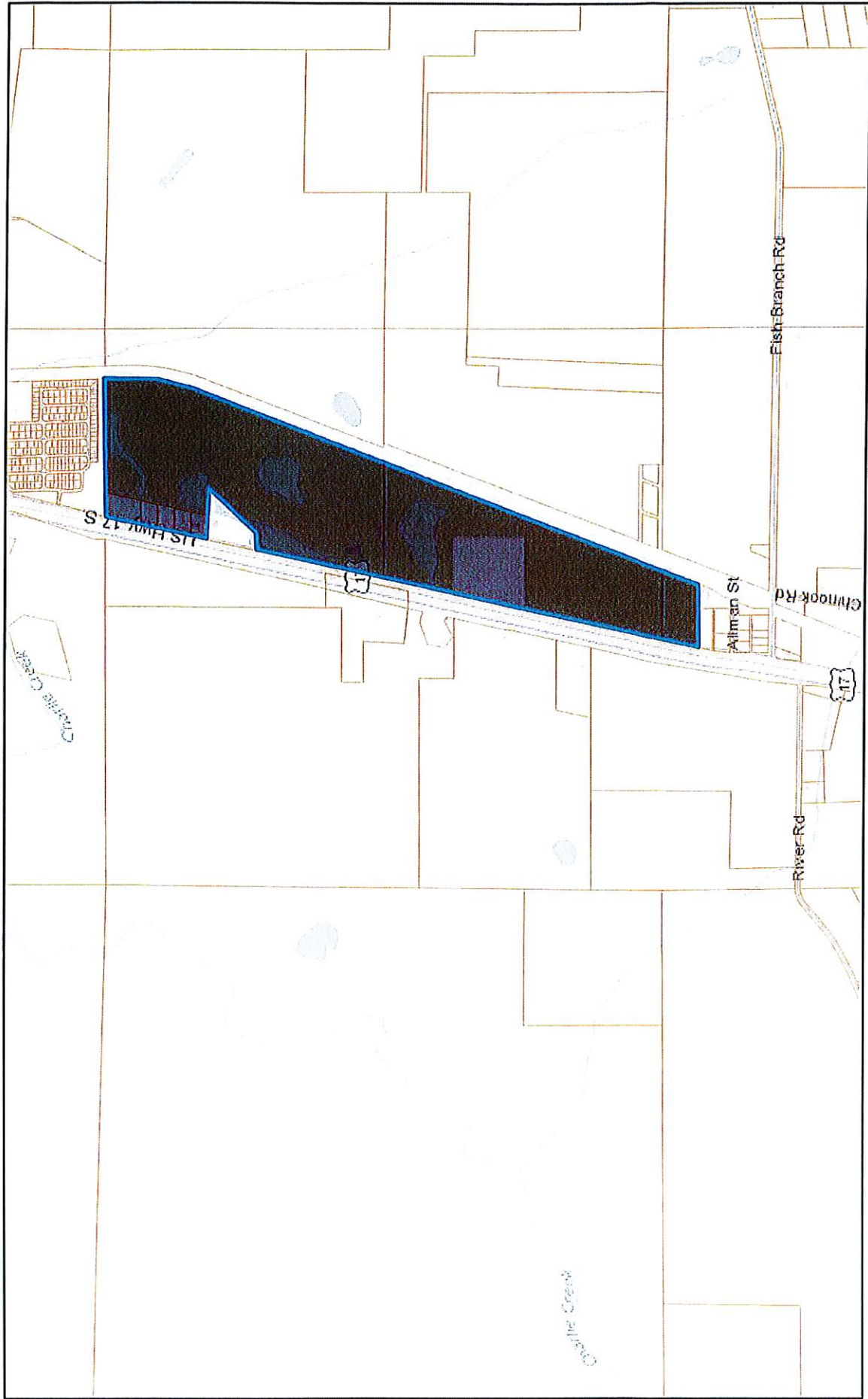


Date

8/9/23

FORM-PLANNING DEPT APP-09-2021--REVISED

Bluffs Investments LLC



9/14/2023, 3:20:36 PM

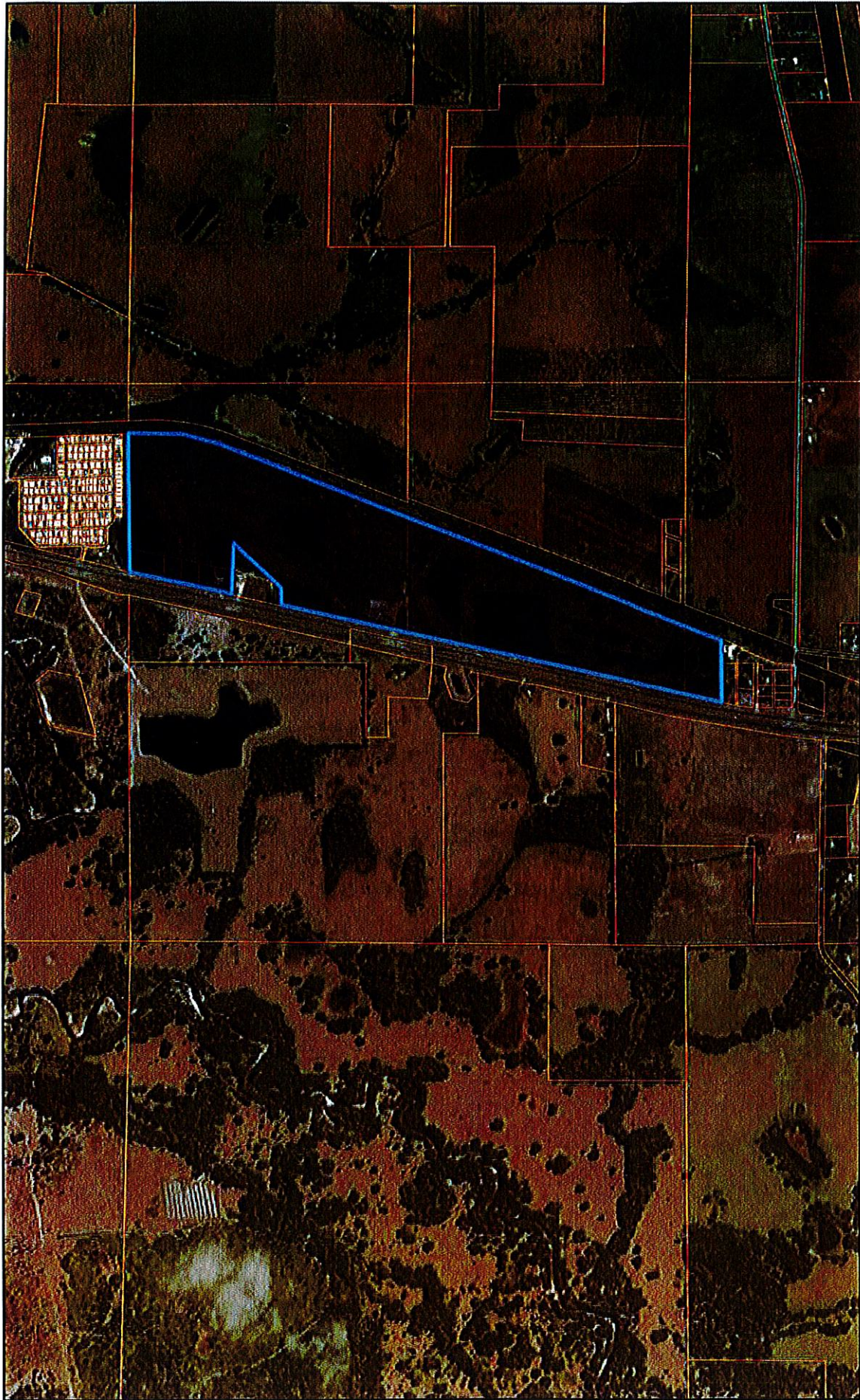
Owner Parcels

1:17,744

0 0.13 0.25 0.4 0.5 mi
0 0.2 0.4 0.8 km

Esri, Inc., City of Naperville, Illinois

Bluffs Investments LLC

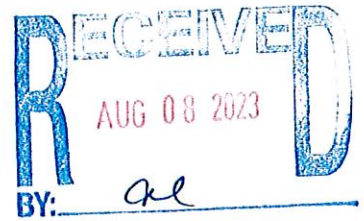


9/14/2023, 4:17:37 PM

Owner Parcels

1:17,744

0 0.13 0.25 0.4 0.5 mi
0 0.2 0.4 0.8 km
State of Florida, Maxar



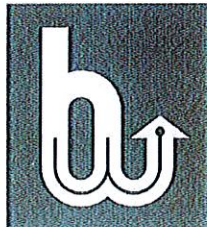
August 7th, 2023

Application for Special Exception

For
Bluffs RV Resort and Golf Course

Submitted To:
Todd Miller
Hardee County Planning/Development Department
110 S. 9th Avenue
Wauchula, FL 33873

Submitted By:
Aaron Hillman
2901 E. Highland Ave
Phoenix, AZ 85016



Request for Special Exception:

At the time of the reading for this special exception the proposed parcel will have been rezoned from "A-1" to "FR" zoning. Subsequently, the FLU (future land use) is in process (or already completed by the time of this hearing) to be "Rural Center". The zoning is supportive of the end goal of developing a high-end RV Resort, however a special exception is required as a "use permit" to allow the RV Resort to be developed in the FR/Rural Center zoning designations. It is our intent to request this final designation as a special exception allowed for the subject property, as it has been requesting such throughout the rezoning process.

Project Description:

The proposed development consists of approximately +/- 133 acres, and the current use for the site is an 18 hole golf course. It is our intention to convert the 18 hole golf course into a 10 hole (9 hole plus bonus 10th hole) course and utilize the existing northern half of the property for a luxury RV resort. The existing golf clubhouse and proshop will remain, and a new maintenance structure will be constructed to make room for the proposed RV clubhouse building.

The project will be a highly amenitized resort with walking trails, pickleball courts, playgrounds, dog parks, pool/spa, laundry/show facilities, and putting course. It is the developer's goal to create an all-encompassing development that blends the golf course and RV resort together to create a luxury resort community.

Existing Parcels:

Parcel ID	Acres	Existing FLU Zoning	Proposed FLU Zoning
15-36-25-0000-05170-0000	4.67	Agricultural	Rural Center
10-36-25-0000-05320-0000	52.8	Agricultural	Rural Center
10-36-25-0000-05350-0000	70.35	Agricultural	Rural Center
10-36-25-0100-00001-0001	1.78	Agricultural	Rural Center
10-36-25-0100-00001-0002	0.85	Agricultural	Rural Center
10-36-25-0100-00001-0003	0.85	Agricultural	Rural Center
10-36-25-0100-00001-0004	0.82	Agricultural	Rural Center

Existing Land Use:

The existing 133 acres was developed as the current use of the Bluffs Golf Course. With exception to the 7 acre wooded area along Highway 17 in the south parcel the entirety of the development has been previously graded during the construction of the existing golf course facility. During the initial construction ponds were constructed and a significant amount of grading was performed to shape the current layout for the course.

Opportunity Zone Overlay:

The proposed subject site is listed on the federal overlay of Opportunity Zone parcels. Opportunity Zones are an economic development tool that was developed to spur economic growth and job creation, it was signed into law in 2017 by President Donald Trump.

Existing Neighboring Parcels:North- Brookside Bluffs

North of the site the existing modular housing development of Brookside Bluffs currently exists. The existing zoning of those parcels are A-1 with a future designation of agriculture. Per the current code and future land use code this development would not be allowed to be constructed in per the zoning regulations but was noted from staff that it was developed prior to the adoption of the current ordinances.

East- Abandoned State Land Parcel

The existing linear land use east of the site is owned by the state and is currently a dense forest land use. There is no zoning or future designation in place for this land.

South- Residence and Welding Business

Along the southern boundary multiple residences along with a welding operation exists. The future land use for these parcels are Rural Center.

West- Highway 17, Commercial Radio Station, and One Single Family Residence

Highway 17 runs the length of the project along the western property line. There are 2 parcels along this frontage that are not part of this development, the commercial radio station and an existing single family residence.

Special Exception Justification:

Per the Hardee County Land Development Code section 7.13 below is a list and detailed responses for the standards of review for Special Exceptions.

At the time of a proposal for a particular Special Exception Use, a detailed review of the location, design, configuration, and impact will be conducted by comparing the proposed use to fixed standards. Of particular importance are standards for weighing the public need for and benefit to be derived from the use, against the greater than local impact that it may cause. The review considers the proposal in terms of:

(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;

Response: Along with the comprehensive plan update for the site being rezoned to "Rural Center" the proposed RV Park will be modifying the existing golf course from a public 18-hole facility to a public 10 hole golf course with a proposed 412 space RV Resort. This mixed use of both public and private facilities will more than triple the annual revenue (from the existing golf course) and tax basis for the local government and community. The private RV resort will provide an annual revenue of an estimated \$3 Million dollars, and the community will not only benefit from the tax contribution, but the added support of the local businesses. The most recent KOA hospitality report estimated that the average RV Resort guest spends \$393 per trip (average of a 4 day stay). This equates to a conservative estimate of \$850,000 of discretionary spending in Hardee County for the peak months of November to April.

(B) Whether and to what extent all steps possible have been taken by the developer to minimize any adverse effects of the Special Exception Use on the immediate vicinity and on the public health, safety, and welfare in general;

Response: There has been much concern from the neighboring development to the north that the proposed development will compound the existing rainwater/flooding runoff problem from the proposed development. The developer of the proposed RV Resort will rectify this condition and ensure that through proper civil engineering all rainwater that falls on the subject parcel is drained to the south and away from the neighboring housing development.

Additionally, per the Hardee County Zoning Ordinance 3.18.01.02 the following will be adhered to:

Where any property line of a RV Park or Campground abuts land either zoned for residential use or occupied by a residential use permitted by this Code, there shall be provided and maintained along or within 10 feet of said property line a fence no less than six feet in height, which shall be in addition to the buffer yard required by Section 3.15.00. This fence may be constructed of wood, chain link with inserts, masonry or metal. Specifications for the type of fences are as follows:

- a. Wood fence: Privacy fence constructed of cypress, redwood or wood treated for outdoor exposure;

- b. **Chain link with inserts:** Must be of non-corrosive construction; inserts must be maintained so that there are no breaks or gaps; inserts must be metal or plastic;
- c. **Masonry:** Shall be constructed and maintained to present a clean, uniform appearance; or
- d. **Metal:** Shall be constructed and maintained to present a clean, uniform appearance with no rust and with no gaps showing.

(C) Whether and to what extent, planned and proposed public and private developments may be adversely affected by the Special Exception Use; and

Response: Currently due to the vacant land to the east and highway frontage to the west (the north and south properties are already developed and occupied), there are no known public or private developments that the developer is aware of or have been given any knowledge to, adjacent or in the vicinity of the proposed development.

(D) Whether and to what extent, existing zoning and land use in the vicinity of the Special Exception Use require special considerations and conditions.

Response:

East- The east property line is a vacant land strip that is an abandoned tract of land that is densely forested and owned by the State of Florida.

West- The west property line is Highway 17 that runs the length of the project. There are 2 parcels along this frontage that are not part of this development, the commercial radio station and an existing single-family residence. Both parcels are previously developed and occupied as commercial and residential.

South- Along the southern boundary multiple residences along with a welding operation exists. The future land use for these parcels is Rural Center, consistent with the proposed RV Development.

North- The existing modular housing development of Brookside Bluffs currently exists. The existing zoning of those parcels are A-1 with a future designation of agriculture. Per the current code and future land use code this development would not be allowed to be constructed per the zoning regulations, but was noted from staff that it was developed prior to the adoption of the current ordinances.

Conclusion- The north and south parcels have in place future land use, or in the case of the Brookside Bluffs, functions as a compatible Rural Center use, but is not formally designated as such since it was developed prior to the current codes and ordinances.

(E) Whether and to what extent, the proposed Special Exception is compatible with the following standards:

(01) 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:

a. Yards;

Response: no standard deviation from zoning ordinance and all setbacks will be provided as required for separation of parcels. Additionally, the buffer yards will be provided along the north and south to adhere to the requirements of Hardee County Zoning Code.

b. Setbacks;

Response: no standard deviation from zoning ordinance and setbacks will be adhered to listed in table 3.18.02.02 (A).

c. Height;

Response: no standard deviation from zoning ordinance.

d. Lot Coverage;

Response: no standard deviation from zoning ordinance and will be demonstrated and provided during the site planning process.

e. Impervious Surface Coverage;

Response: no standard deviation from zoning ordinance and will be demonstrated and provided during the site planning process.

f. Parking;

Response: no standard deviation from zoning ordinance is requested and adequate parking will be provided for both golf and RV Resort facilities to meet the required Hardee County Code 3.11.00 for off-street parking.

g. Hours of Operation.

Response: although the RV park is a 24-hour facility for RVers to stay in the RVs overnight, it is the intention of the RV resort to create a quiet and serene facility. Thus, quiet hours are enforced and will adhere to the applicable decibels a-scale (DBA) required by Hardee County code for daytime and nighttime hours. Thus no standard deviation is requested from the zoning ordinance.

(02) Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties;

Response:

- The proposed development of a Recreation Vehicle Park to the full extent of the zoning would allow for approximately 1,995 units (133 acres x 15 RV Units Per Acre) if developed per the maximum under the zoning ordinance.
- The development plan is to only develop approximately half of the site +/- 70 acres, and retain 10 holes of the existing golf course.
- The proposed a layout of 412 spaces (a density of 5.9 units per acre), this is achieved by retaining all of the wetlands, ponds, and lakes while also providing more open space with larger lots to provide for a Class A RV Resort.
- In addition to providing more open space and less density than allowed per the zoning. The RV Resort will also retain 10 holes of the original golf course that will be open to the public.

(03) Whether the proposed change in land use will adversely alter the existing land use pattern;

Response: The existing land use pattern is almost entirely utilized in the operation of golf course in its existing condition. The proposed land use of retaining 10 holes of golf and developing and RV resort will be consistent with what is currently used as a land use pattern.

(04) Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety;

Response: A preliminary traffic study has been conducted and with the existing improvements made to Highway 17, the proposed development has ample service availability to handle peak and off-peak traffic flows. Onsite circulation will be designed to meet the onsite maneuvering requirements set forth for internal streets and off-street parking and maneuvering per Hardee County Zoning Ordinance.

(05) Whether the proposed change in land use will adversely affect the drainage of the property;

Response: As previously stated the proposed land use will fix any offsite drainage issues that currently exist and ensure neighboring properties are not impaired by the development, as required by code and Florida law.

(06) Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties;

Response: The proposed water use for the RV Resort and 10-hole golf course facility is approximately 57.5% of what is currently being used for the existing 18-hole golf course. This reduction in water will be a benefit to the surrounding community. In regard to air quality, State of Florida guidelines will be adhered to through the construction process to mitigate dust to neighboring developments, and there is no anticipated change for light trespass or shade modifications from what is proposed.

(07) Whether the proposed change in land use will adversely affect the property values of the adjacent properties;

Response: Based on previous RV Resort developments it is typically reported that neighboring developments see an increase of property values once the park is operational. This is achieved by the high level of the RV resort development that is viewed as an amenity and the added influx of RV guests who visit a location and decide to purchase property nearby. The anticipated construction cost is estimated at \$30 million dollars, and with that level of development many ancillary jobs, businesses, neighboring properties and future developments will see an increase in value.

(08) Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties;

Response: In the development of an RV Resort things like glare, noise, and odors would be considered as a nuisance for not only neighbors, but also for guests within the park. It is the developer's goal in providing a first-class RV Resort that any objectionable hindrances such as glare, noise, and odors will not be a factor for neighboring properties. The noise and odors will be taken care of by operating a sanitary facility that has 24-hour security to enforce the "quiet hours" policy. Lastly glare from vehicles is possible and enhanced landscape will be provided along the buffer (along with the required fencing) to eliminate any possible glare from vehicular glass. This will be provided during the site plan approval process.

(09) 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; and

Response: Based on current neighboring uses, the modular home development to the north is the most prominent adjacent use and is compatible with the proposed RV Resort. The main difference for the modular home development of Brookside Bluffs to a conventional modular home development, is that it was platted some time ago and they are individually owned parcels. However, as a land use category, it functions the same as a modular home development where the lots are leased by the month. From a planning and layout perspective a modular home development and RV Resort are fully compatible uses and are both defined in the same section of 3.18.00 of the Hardee County Zoning Code, with small differences between the two uses.

(10) Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.

Response: At this time, we do not believe there are any incompatibilities between the proposed development and the neighboring properties based on the following criteria:

- The proposed use is a mix of public 10-hole golf facility and RV Resort.
- The existing land use of the neighboring properties is consistent with use and/or future land use designations.

- The proposed development will provide added revenue to Hardee County in tax as well as visitors discretionary income.
- The proposed RV Resort will be a high end clean, safe, and serene facility catering to a higher price point customer justified by the level of facilities and host of amenities onsite.
- The proposed use and density is lower than the maximum to provide more open space for users.

Thank you,

A handwritten signature in black ink that reads "A. Hillman." The signature is written in a cursive, flowing style.

Aaron Hillman, RLA
Hillman Workshop



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Planning and Development Department

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Todd Miller, Planning & Development Director** - Ordinance 2023-14 - Rezone from C1 to R-3 Full Focus Investments, LLC

SUGGESTED ACTION:

ATTACHMENTS:

[Ordinance 2023-14 Rezone from C-1 to R-3 Full Focus Investments LLC-09292023122320.pdf](#)



HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

110 South 9th Avenue----Wauchula, FL 33873

Telephone: (863) 767 1964

September 25, 2023

Noey Flores, Chairman
Hardee County Board of County Commissioners
412 West Orange Street, Courthouse Annex, Room 103
Wauchula, FL 33873

Re: P/Z Agenda No. 23-27 – Ordinance No. 2023-14—Full Focus Investments, LLC (Teresa Becerra)
Rezone parcel from C-1 (Neighborhood Commercial District) to R-3 (Multi-Residential)
In the Rural Center Future Land Use Category:
15 36 25 0854 00001 0001

Dear Chairman, Flores:

The Planning and Zoning Board meeting as the Local Planning Agency with a quorum in attendance and voting met in public hearing as required by the Hardee County Unified Land Development Code on Thursday, September 07, 2023, and upon MOTION by Board Member Conley, second by Board Member Futch, recommends APPROVAL of Planning/Zoning Board Agenda No.23-27 as Ordinance No. 2023-14 as referenced above.

The Rezoning application was advertised for public hearing by the Board of County Commissioners (BoCC) for **Thursday, October 26, 2023, 8:35 A.M. or as soon thereafter** for the 1st Reading and hold a Public hearing on **Thursday, November 2, 2023, 8:35 A.M.** or as soon thereafter as possible for the 2nd Reading in the Commissioners' Board Room, Courthouse Annex, Rm. 102, 412 W. Orange St., Wauchula, FL, and Courtesy Notices announcing the public hearing were mailed from the Planning/Development Dept. to the applicant and neighboring properties within 300-ft of the subject property as required by the Hardee County Unified Land Development Code.

Sincerely,

Cody Gullatt

Cody Gullatt, Vice-Chairman
Hardee County Planning and Zoning Board

hh
attachments: Application for Rezoning
P/D Dept. Staff Report w/ aerial maps
Draft Ordinance

HARDEE COUNTY PLANNING/DEVELOPMENT DEPARTMENT
STAFF REPORT

Agenda No:	REZ 23-27
Requests:	Applicant initiated request to rezone 1.40 +/- acres from Neighborhood Commercial (C-1) to Residential Multiple Family (R-3)
Property Owner:	Full Focus Investments, LLC 779 Tamiami Trail, Suite 8 Port Charlotte, FL 33958
Location:	On the South side of Fish Branch Road, East of US 17 South
Parcel Identification No.:	15-36-25-0854-00001-0001
Site Size:	1.40 +/-acres
Future Land Use Zoning:	Rural Center C-1 (Neighborhood Commercial)
Surrounding Land Use:	Rural Center on properties to the north and west; Agriculture on properties to the east; FDOT right of way to the south
Surrounding Zoning:	Commercial Neighborhood (C-1) on properties to the north, east and west; FDOT right of way to the south.
Staff Recommendations:	Staff recommends APPROVAL to the Planning/Zoning Board to Rezone from C-1 (Neighborhood Commercial) to R-3 (Residential Multiple Family) a 1.40+/-acre piece of land located on the south side of Fish Branch Road, east of US 17 South as ORDINANCE NO. 2023-14 and recommends the Board recommend APPROVAL of the Rezoning request as ORDINANCE NO. 2023-14 to the Board of County Commissioners

History and Summary of Request:

The subject 1.40 +/-acre C-1 zoned parcel of land is recorded as Lot 0 through 7 & Lots 14 through 21 of Block 1 of the Nancy J. Coker Subdivision. The property owner is requesting to rezone the property from C-1 (Neighborhood Commercial) to the R-3 zoning classification in order to bring the existing residential structure into compliance with the zoning, and to facilitate further residential development.

Although the existing residential structure is a nonconforming use and may continue as is, further residential development is not allowed under the C-1 zoning designation. Specifically, Table 2.29.02(b) of the Unified Land Development Code does not permit residential uses in the C-1 zoning district. Therefore, the applicant is requesting to rezone the property to R-3. The rezoning, if approved, will permit the residential use of the property in either single family or multiple family form.

Findings of Fact:

- *The subject property is located in the Rural Center future land use category and the C-1 zoning district;*
- *The submitted application is for Parcel ID No. 15-36-25-0854-00001-0001;*

- *The subject property is located on the south side of Fish Branch Road (Local Road), and east of US 17 South (Principal Arterial) in the Gardner community;*
- *The most recent traffic counts (3 Days) for Fish Branch Road were 255 trips;*
- *The subject property is served by private well and septic;*
- *Best available information does not identify any wetlands or floodplain on the site.*

STANDARDS OF REVIEW

(A) Consistency with the Comprehensive Plan:

The proposed rezoning is consistent with Policy L1.7 (Rural Center) of the adopted Comprehensive Plan, which allows residential development up to a maximum density of 12 units per acre. Furthermore, R-3 zoning is allowed within the Rural Center FLU category.

(B) Concurrency Analysis:

Levels of Service for all public facilities and services will not be impacted.

Traffic: Access to the properties will be provided directly from Fish Branch Road (LOS D).

Potable water: Potable water will be provided by private well.

Wastewater: Wastewater will be provided by private septic tank.

Solid Waste: Solid waste generation will be handled by private waste management companies.

Stormwater Management: n/a.

Park and Recreation Facilities: n/a.

(C) Impact Analysis:

The proposed rezoning has been analyzed to identify future adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the County, such as the following (*see items D through G*).

(D) Zoning and uses of nearby property:

Surrounding zoning includes A-1 (Agriculture) and C-1 (Neighborhood Commercial). Existing adjacent uses include single family residences, vacant land and a commercial warehouse.

(E) Substantial changes in land use circumstances:

The proposed rezoning is being requested in order to accommodate the existing residential use and to permit future multiple family residential development on the subject property. Currently there are only single family residential, commercial and agricultural uses in close proximity to the property. If approved the R-3 zoning would permit up to 16 dwelling units on the parcel. However, site constraints and other limiting factors would likely limit actual development to no more than 3 or 4 dwelling units, which is consistent with what the applicant is considering.

(F) Time Vacant:

The subject property has been developed since at least 1982.

(G) Compatibility standards:

- a. *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:*

(01) *Yards:*

The yard area requirements of the C-1 and the R-3 zoning districts are substantially different given the great disparity of the characteristics of commercial and residential uses allowed. In total, the regulations of the R-3 zoning district are stricter than those of the C-1 zoning district. Thus such requirements as setbacks, minimum floor area and lot coverage will be more restrictive under the proposed zoning designation.

(02) *Setbacks (Minimum):*

C-1 Zoning: Front – 20 ft., Rear: 20 ft, Sides: 10 ft.

R-3 Zoning: Front – 30 ft., Rear: 20 ft., Sides: 7 ft.

(03) *Height:*

The maximum height allowed in C-1 zoning district is 40 ft.

The maximum height allowed in R-3 zoning district is 35 ft.

(04) *Lot Coverage:*

C-1: Maximum 35% Lot Coverage

R-3: Maximum 40% Lot Coverage

(05) *Parking:*

C-1: Dependent upon use.

R-3: 2.0 per unit

(06) *Hours of Operation:*

Not applicable.

- b. *Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties;*

All adjacent properties are currently zoned C-1 or A-1, and the proposed use of multiple family residential may slightly increase the intensity or density over that which is permitted on the adjacent and surrounding uses.

- c. *Whether the proposed change in land use will adversely alter the existing land use pattern;*

The existing land use pattern in the area has long been established residential and agricultural development in and around the community of Gardner. Given that the property is located in an existing subdivision, its development as a small, multiple family residential development is not incompatible with the established land use pattern.

d. *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety;*

The proposed rezoning will not result in significant increases in traffic, or be otherwise injurious to public safety.

e. *Whether the proposed change in land use will adversely affect the drainage of the property;*

The proposed rezoning will not adversely affect drainage of the property.

f. *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties;*

No decrease in the quality of water, air or light nor problems with glare, noise or odors to the adjacent properties are anticipated in the proposed rezoning of the subject property.

g. *Whether the proposed change in land use will adversely affect the property values of the adjacent properties;*

It is not anticipated that the property values of adjacent properties would be negatively impacted.

h. *Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties;*

No adverse impacts related to noise, glare or odors are anticipated.

i. *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 rezoning would result in a small, multiple family residential development, which would not be inconsistent with some of the existing small lot residential development to the north.

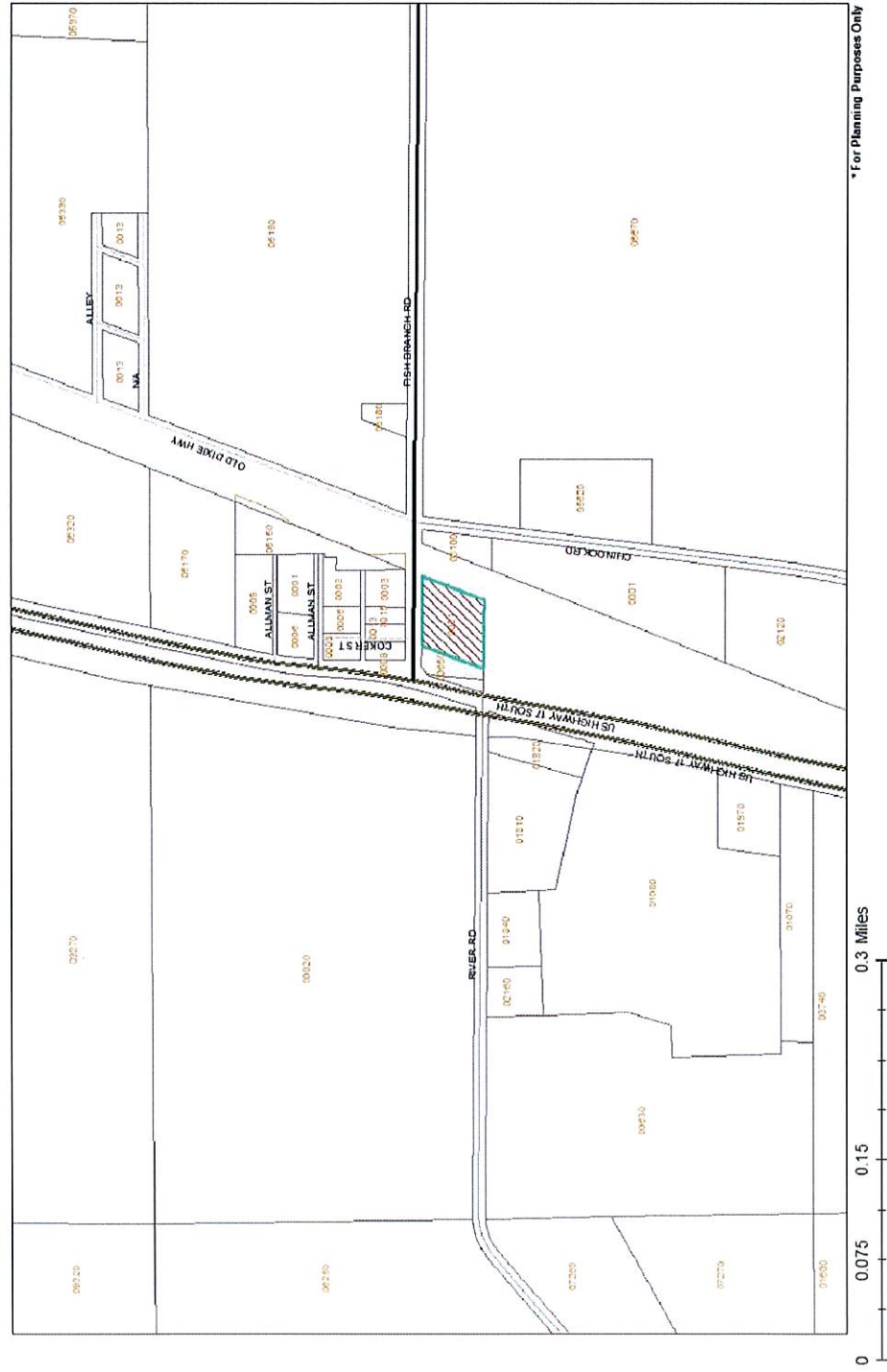
j. *Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.*

No incompatibilities have been identified as the proposed rezoning would be buffered from adjoining properties by rights-of-way and public lands on three of four sides.

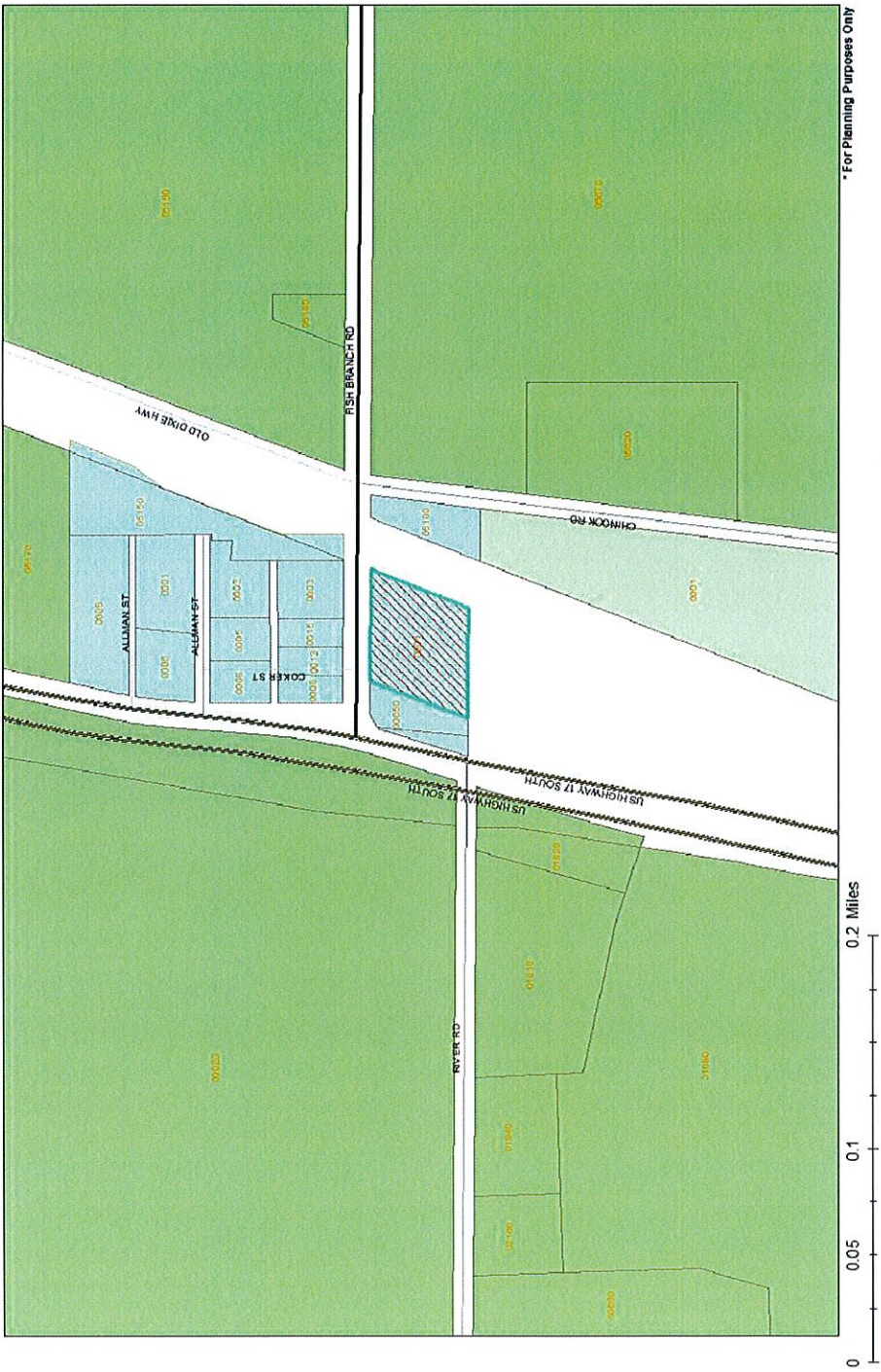
Recommendation:

Staff recommends **APPROVAL** to the Planning/Zoning Board to Rezone from C-1 (Neighborhood Commercial) to R-3 (Residential Multiple Family) a 1.40+/-acre piece of land located on the south side of Fish Branch Road, east of US 17 South as **ORDINANCE NO. 2023-14** and recommends the Board recommend **APPROVAL** of the Rezoning request as **ORDINANCE NO. 2023-14** to the Board of County Commissioners

Attachments: Location Map
Zoning Map
FLU Map



Full Focus Investments
Rezoning C1 to R3
Zoning Map





Full Focus Investments
Rezoning C1 to R3
Future Land Use Map



HARDEE COUNTY, FLORIDA
ORDINANCE NO. 2023-14

Page One of Two

AN ORDINANCE OF HARDEE COUNTY, FLORIDA

An Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding Land Development, amending the adopted Hardee County Zoning Map within the unincorporated area; providing for a rezoning of approximately 1.40 +/- acres from Neighborhood Commercial (C-1) to Residential Multiple Family (R-3) zoning in the Rural Center Future Land Use Category; providing for a legal description; providing for severability, and providing for an effective date.

WHEREAS, Full Focus Investments, LLC, hereinafter referred to as the "Applicant" have submitted an application to rezone approximately 1.40 +/- acres from Neighborhood Commercial (C-1) to Residential Multiple Family (R-3) zoning; and

WHEREAS, the Planning and Development Division staff, after reviewing the Hardee County Comprehensive Plan and the Unified Land Development Code, has recommended approval of the application, as described in the staff report; and,

WHEREAS, the Hardee County Planning and Zoning Board, after due public notice, held a public hearing on Thursday, September 7, 2023 to consider the request, received the staff report and recommendation for approval, and considered the criteria for approval as contained in the Hardee County Comprehensive Plan and in the Unified Land Development Code, received public input, and offered a recommendation of approval to the Board of County Commissioners of Hardee County, Florida; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida after due public notice, held a PUBLIC HEARING on October 19, 2023 for **Ordinance No. 2023-14** to consider the rezoning application to amend the adopted Hardee County Zoning Map and rezone approximately 1.40+/- acres from C-1 to R-3 zoning, land being owned by the Applicants, and that are legally described as:

Parcel Identification Numbers: # 15-36-25-0854-00001-0001

WHEREAS, pursuant to and consistent with the requirements of Section 125.66, FLORIDA STATUTES, and Chapter 163, FLORIDA STATUTES, the Board of County Commissioners of Hardee County, Florida has advertised and held public hearings as required, and with public notice having been provided to obtain public comment; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida has considered all written and oral comments received during such public hearings; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida has determined that this rezoning would be consistent with the Hardee County Comprehensive Plan as well as the Hardee County Unified Land Development Code.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA that:

Section 01.

The currently adopted HARDEE COUNTY ZONING MAP is amended to show a rezoning of approximately 1.40+/- acres from Neighborhood Commercial (C-1) to Residential Multiple Family (R-3) zoning, whose lands are legally described in this Ordinance, and depicted in Exhibit 1 attached hereto.

Section 02.

SEVERABILITY. In the event that any portion of this Ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 03.

EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption in accordance with law.

INTRODUCED AND PASSED ON FIRST READING in regular session, by the Board of County Commissioners of Hardee County, Florida on the _____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING in regular session, by the Board of County Commissioners of Hardee County, Florida on the _____ day of _____, 2023.

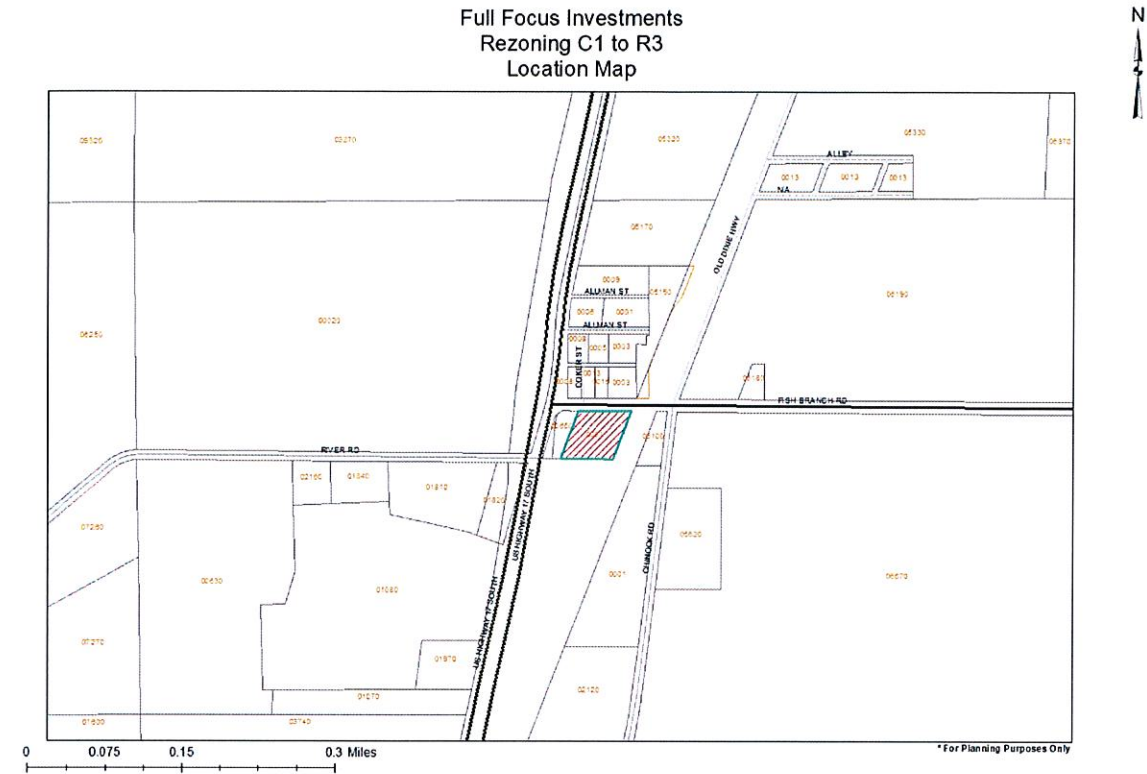
(SEAL)

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

Noey Flores, Chairman

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

Exhibit 1



Parcel Identification Numbers: # 15-36-25-0854-00001-0001

HARDEE COUNTY
PLANNING/DEVELOPMENT DEPARTMENT

REZONE

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

Agenda No. 23-27
P/Z Board Public Hearing: 9.7.2023
BoCC Public Hearing: 10.19.2023
BoCC Public Hearing: 11.2.2023

APPLICATION FEE \$750

Filing an application is not a guarantee of approval.

Please provide the following information for the Property Owner/Title Holder:

Name Full Focus Investments LLC
Mailing Address 779 Tamiami Trail Ste 8 Port Charlotte, FL 33953
Telephone No 813 863-990-0852 - Alt number 863-990-8030

Property is identified under Parcel I.D./Folio No. 15-36-25-0854-00061-0001
Zoning C-1
Future Land Use District Rural Center
Acres 1.4 ACRE

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

Change zoning from C-1 to Residential
there is an existing Residential building on the property

Requirements

- ☐ a legal description of the property, including the size of the area in acres;
- ☐ a description of the proposed rezoning, specifying the goals, objectives and policies of the Comprehensive Plan that it supports and advances;
- ☐ a detailed map showing the location of the property in the County, existing land use, existing surrounding land uses; existing zoning and boundaries of the zoning district, and the proposed boundaries of the rezoned district;
- ☐ the location of existing sewer service and potable water facilities to the development site and whether or not the existing facilities will serve the new development;
- ☐ the functional classification of all roadways that will be impacted by development permitted by the proposed zoning district, with current and estimated future daily traffic volumes;
- ☐ the location of all public and private streets, driveways and utility easements within and adjacent to the site;
- ☐ a description of the terrain and the vegetation on the site, including an aerial photograph of the site itself, and in relation to surrounding properties;
- ☐ an inventory and description of surface water and wetlands; and any floodplains on the site;
- ☐ other

HARDEE COUNTY
PLANNING/DEVELOPMENTS DEPARTMENT

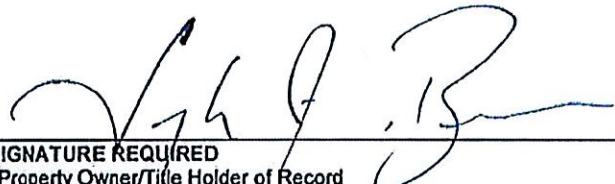
REZONE

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

ALL FEES ARE NON-REFUNDABLE

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

Hardee County Unified Land Development Code Section: 7.4.00



ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

5/22/2023

Date

ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Date


ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Date

=====

Office Use Only _____

Receipt No. 2000676

750.00  06/19/2023
Application Fees Received By Date

H~~X~~PA

Hardee County Property Appraiser

Homestead Exemption

Apply for Homestead Exemption

Hurricane Damage

Hurricane Damage Form

Parcel Summary

AlternatID	12700
Parcel ID	15-36-25-0854-00001-0001
Location	118 FISH BRANCH RD
Address	ZOLFO SPRINGS 33890
Brief Legal	LOTS 0 THRU 7 INC & LOTS 14 THRU 21 INC BLK 1 NANCY J COKER S/D 15 36S 25E 250P255 AD-288P392 331P380 402P389 422P133 PMR/05-16
Description	/CB/CP-46 201625003312-PET /3313-ORDER/3314-LTRS 201925004398-AFF /4957-ORDER/5778-AFF 202025006176/QC&DC-CB 202225006325(LGL?) 202325001341(LEGAL?) /2319 (Note: Not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (0100)
Sec/Twp/Rng	15-36-25
Tax District	UNINC CO (900)
Millage Rate	14.538
Acreage	1.4
Homestead	N

[View Map](#)

Owner Information

Primary Owner
FULL FOCUS INVESTMENTS LLC
ATTN: TERESA
779 TAMiami TrL UNIT 8
PORT CHARLOTTE, FL 33953

Map



Certified Values

	2022 Certified Values
Building Value	\$110,902
Extra Features Value	\$2,075
Land Value	\$32,900
Land Agricultural Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$145,877
Assessed Value	\$139,110
Exempt Value	\$0
Taxable Value	\$139,110
Maximum Save Our Homes Portability/Non-Homestead Cap	\$6,767

Historical Values

	2021 Certified Values	2020 Certified Values	2019 Certified Values
Building Value	\$97,600	\$81,333	\$80,081
Extra Features Value	\$2,112	\$2,148	\$2,185
Land Value	\$32,900	\$32,900	\$22,400
Land Agricultural Value	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0
Just (Market) Value	\$132,612	\$116,381	\$104,666
Assessed Value	\$126,464	\$114,967	\$104,515
Exempt Value	\$0	\$0	\$0
Taxable Value	\$126,464	\$114,967	\$104,515
Maximum Save Our Homes Portability/Non-Homestead Cap	\$6,148	\$1,414	\$151

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
0100 - RESIDENTIAL	1.4	AC	256	239

Zoning

Contact the City for Zoning within the City limits

Building Information

Type	SINGLE FAM	Heat	CONVECTION
Total Area	2,072	Air Conditioning	WINDOW
Heated Area	2,072	Bathrooms	2
Exterior Walls	CONC BLOCK	Bedrooms	4
Roof Cover	COMPSHNGL	Stories	1
Interior Walls	MINIMUM	Actual Year Built	1982
Frame Type	MASONRY	Effective Year Built	1982
Floor Cover	TILE; CARPET		

Extra Features

Code	Description	Length x Width x Height	Units	Unit Type
SHE 01	SHED	18 x 12 x 0	216	SF
PBN 02	POLE BARN	18 x 16 x 0	288	SF
FEN 05	FENCE-VINYL	0 x 0 x 0	300	LF
C/S 03	CONC SLB	32 x 18 x 0	576	SF

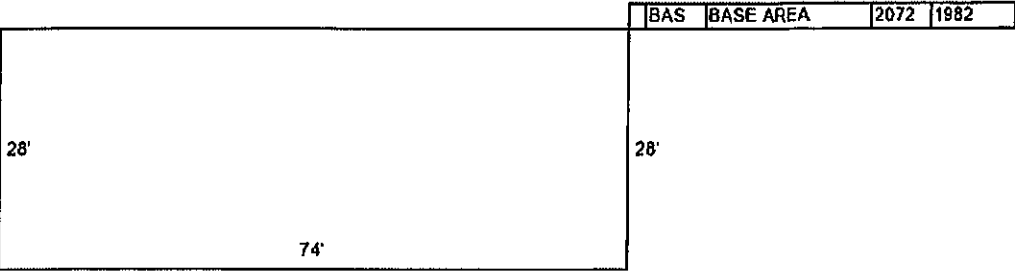
Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
Y	4/18/2023	\$100	QC	0/0	202325002319	Unqualified	UNQUAL/CORRECTIVE /QCD,TD	Improved	BECERRA MARIA	FULL FOCUS INVESTMENTS LLC
Y	3/31/2022	\$150,000	WD	0/0	202225006325	Qualified	QUAL/MULT-PROP W/MULT-TAXIDS	Improved	BECERRA MARIA	FULL FOCUS INVESTMENTS LLC
N	9/8/2020	\$100	QC	0/0	202025006176	Unqualified	UNQUAL/CORRECTIVE /QCD,TD	Improved	BECERRA MARIA BARAJAS DE	MERLO ENEDINA
N	6/1/1983	\$30,000	AD	288/392	832697	Qualified	N/A	Improved	CONNELL J W & NETA H&W	BECERRA CLAUDIO & MARIA H&W
N	11/1/1979	\$15,000	WD	250/255		Qualified	N/A	Improved		
N	7/1/1977	\$2,000	WD	224/369		Qualified	N/A	Improved		

Permits

Permit Number	Type	Description	Issued	Amount
2100056	RR	RESIDENTIAL ROOFING	1/21/2021	\$11,980
2000774	RR	RESIDENTIAL ROOFING	7/29/2020	\$7,000
15090	0041	FENCE	2/15/1996	\$1

Sketches



Sales Questionnaire Form

Would you like to submit a Sales Questionnaire?

Sales Questionnaire Form

The Hardee County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Just (Market) Value is established by the Property Appraiser for ad valorem tax purposes. Working values are subject to change.

[User Privacy Policy](#)

[GDPR Privacy Notice](#)

Last Data Upload: 6/20/2023, 10:46:51 PM

Version 3.1.15





Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Planning and Development Department

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Todd Miller, Planning & Development Director** - Hardee County
Commerce Park Extension Final Plat

SUGGESTED ACTION:

ATTACHMENTS:

[Commerce Park Expansion Final Plat-09292023131949.pdf](#)

[HCCP Extension - Final Plat - Staff Report.docx](#)

[HCCP Extension - Final Plat - 8032023 - APPROVED.pdf](#)

Filing an application for a zoning action is not a guarantee of approval.

HARDEE COUNTY PLANNING DEPARTMENT APPLICATION

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

P/Z Board Agenda No. 22-____

P/Z Board Public Hearing _____

Property Owner/Title Holder Name	Hardee County Industrial Development Authority
Property Owner/Title Holder/Mailing Address	107 E Main St., Wauchula, Florida, 33873
Property Owner/Title Holder/Telephone No	863-773-3030
Authorized Representative's Name	Chastain Skillman / Jeff Ammermann
Authorized Rep's Mailing Address	205 E Orange Street, Suite 110 Lakeland, Florida 33801
Authorized Rep's Telephone No.	863-646-1402
Authorized Rep's E-Mail	jammermann@chastainskillman.com

ATTACH DOCUMENTATION AS REQUIRED BY UNIFIED LAND DEVELOPMENT CODE SECTION NO.

	SECTION		SECTION
COMPREHENSIVE PLAN AMENDMENT	7.03.00 & 8.06.00	VACATING PLAT--\$250	
TEXT	\$2,500		
FLUMAP--Large-Scale--20.01 ac or more	\$5,000	VARIANCE--\$500	7.13.00 & 7.06.00
FLUMAP--Medium-Scale--10.01-20 ac	\$2,500		
FLUMAP--Small-Scale--Up to 10 ac	\$1,000	ALCOHOLIC BEVERAGE	
		COMPLIANCE REVIEW--\$250--(separate application)	
SPECIAL EXCEPTION (SE)--\$750	7.13.00 & 7.06.00	DEVELOPMENT OF	
		REGIONAL IMPACT (DRI)--\$5,000 deposit	
SPECIAL EXCEPTION (SE)	7.13.00 & 7.06.00	Fee to be determined by actual cost	
for Manufactured Home in F-R--\$250		(Per Residential Acre, Non-Residential Acre, Mining Acre)	
REZONE--\$750	7.04.00	COMMUNITY DEVELOPMENT DISTRICT--\$9,000	
MAJOR SPECIAL EXCEPTION (MSE)--\$1,250	7.12.00 & 7.06.00	AMENDMENT	
MODIFICATION TO MSE--\$625		UNIFIED LAND DEVELOPMENT CODE--\$750	
		DEVELOPMENT AGREEMENTS--\$7,500--(separate application)	
PLANNED UNIT DEVELOPMENT--\$1,500	7.05.00		
Plus \$25 per lot for residential construction		APPEAL OF DECISION OF	
--or--		ADMINISTRATIVE OFFICIAL TO COUNTY MGR.--\$150	
Plus \$25 per 1,000 sq ft for non-residential construction		(separate application)	
DEVELOPMENT PLANS	7.06.00		
SITE DEVELOPMENT PLAN--\$500		APPEAL TO	
Plus \$10 per lot or acre for residential construction		BOARD OF COUNTY COMMISSIONERS--max. \$250	
--or--			
Plus \$10 per 1,000 sq ft for non-residential construction		TEMPORARY	
SITE CONSTRUCTION PLAN--\$500		SPECIAL USE PERMIT--\$250	7.15.00 & 7.06.00
Plus \$25 per lot or acre for residential construction		(separate application)	
--or--			
Plus \$25 per 1,000-sq-ft for non-residential construction		TEMPORARY SPECIAL USE PERMIT--RENEWAL--\$50	
		(separate application)	
CONCEPT DEVELOPMENT PLAN--\$250			
MAJOR SUBDIVISION PLAT--\$1,500 minimum		EXCEPTION TO POLICY L1.22	
Plus \$500 Compliance Review	7.07.00	of the 'COMP PLAN'--\$250--(separate application)	
Plus \$50 per lot			
MINOR SUBDIVISION--\$500 (separate application)	7.07.02	TEMPORARY OFF-PREMISES SALES OF	
Plus \$25 per lot--(Maximum 5 lots)		MOTOR VEHICLES/VESSELS--\$500	Ord. No. 2012-11

HARDEE COUNTY PLANNING DEPARTMENT APPLICATION

Hardee County Planning/Development Department

110 South 9th Avenue, Wauchula, FL 33873—Tele. (863) 767 1964

Property Owner/Title Holder Name Hardee County Industrial Development Authority

Parcel I.D. No. 29-33-25-0000-05620-0000 & 20-33-25-0500-00001-000C & Portion of Parcel
29-33-25-0000-05640-0000

Zoning District: _____

Future Land Use District: _____

14.8 +/--acre parcel

Attach to this application:

- ^applicable fee;
- ^legible aerial map;
- ^copy of the deed;
- ^legal description and street location of the parcel;
- ^documentation as required by appropriate section of the County's Unified Land Development Code;
- ^other

Describe in **complete detail** the reasons and circumstances for this application pursuant to the appropriate Section of the ULDC. If additional space is needed, attach a separate sheet.

Submitting of Final Subdivision plat to subdivide the parent parcel into 43 smaller lots.

"ALL FEES ARE NON-REFUNDABLE BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS"

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

Preliminary Discussion/Pre-Application Disclaimer:

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


ORIGINAL SIGNATURE REQUIRED

7/6/2022
Date

Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative (Power of Attorney required)

ORIGINAL SIGNATURE REQUIRED

Date

Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative (Power of Attorney required)

Receipt No. _____

Application Fees Received By _____

Date

HARDEE COUNTY PLANNING/DEVELOPMENT DEPARTMENT
STAFF REPORT

Request for Final Plat Approval

Request: Final Plat Subdivision for expansion of the Hardee County Commerce Park to the south, adding 20 more lots on 134.27 acres of land located between south of S.R. 62 and north of Old Bradenton Road, more particularly described as:

Parcels # - 29 33 25 0000 05650 0000 – 18.54 acres
29 33 25 0000 06990 0000 – 10 acres
29 33 25 0000 07000 0000 – 15.60 acres
29 33 25 0000 05620 0000 – 60 acres
20 33 25 0500 00001 000C – 30.13 acres

of the Tax Records of Hardee County, Florida.

Applicant/Property Owner Hardee County Industrial Development Authority
P.O. Box 458
Wauchula, FL 33873
863-773-3030

Location: South of Commerce Court, North of Old Bradenton Road

Parcel Identification: 29 33 25 0000 05650 0000 – 18.54 acres
29 33 25 0000 06990 0000 – 10 acres
29 33 25 0000 07000 0000 – 15.60 acres
29 33 25 0000 05620 0000 – 60 acres
20 33 25 0500 00001 000C – 30.13 acres
(a.k.a. Tract C of Hardee County Commerce Park Subdivision)

Site Size: 134.27+/- acres

Future Land Use: **Highway Mixed Use**

Zoning: **Commercial/Industrial Business Center (C/IBC)**

Surrounding Land Use: North: Highway Mixed Use
South: Residential Mixed Use
East: Highway Mixed Use
West: Residential Mixed Use

Surrounding Zoning: North: **C/IBC** (Commercial/Industrial Business Center)
South: **F-R** (Farm Residential)
East: **F-R** (Farm Residential)
West: **F-R** (Farm Residential)

Staff Recommendation: Staff recommends **APPROVAL** to the Board of County Commissioners of the Final Plat of the Hardee County Commerce Park Extension located on approximately 134.27 +/- acres south of Commerce Court, and north of Old Bradenton Road.

Procedure

Section 7.08 of the Hardee County ULDC requires all new platted subdivision applications to submit three (3) documents to secure approval: Site Development Plan, Site Construction Plan and a Final Subdivision Plat. The first documents, the Site Development and Construction Plan were approved on June 6, 2019. The subject application is for the Final Plat, which must follow the procedural requirements outlined in Section 7.08(D) of the ULDC.

Existing Conditions and Background History

The site of the proposed subdivision is a 134.27 acre piece of land that was previously identified as Tract C of the Hardee County Commerce Park Plat. The applicant is proposing an additional 20 lots be platted on the former Tract C.

Staff Analysis

Findings of Fact:

- *The site of the request is located in the Commercial/Industrial Business Center (C/IBC) zoning district.*
- *The submitted application is for Parcel ID Nos.*

29 33 25 0000 05650 0000
29 33 25 0000 06990 0000
29 33 25 0000 07000 0000
29 33 25 0000 05620 0000
20 33 25 0500 00001 000C

- *The site is located south of Commerce Court (Local) and north of Old Bradenton Road (Local).*
- *The site will be serviced by county water and wastewater services.*
- *Best available information identifies flood zones and wetlands on the site.*

Analysis

The final plat application has been reviewed by staff's consultant (AIM Engineering) for sufficiency and satisfaction of the requirements of Chapter 177, Part 1 of the Florida Statutes. The consultant has deemed the plat sufficient and as meeting the statutory requirements.

Consistency with the Hardee County Comprehensive Plan

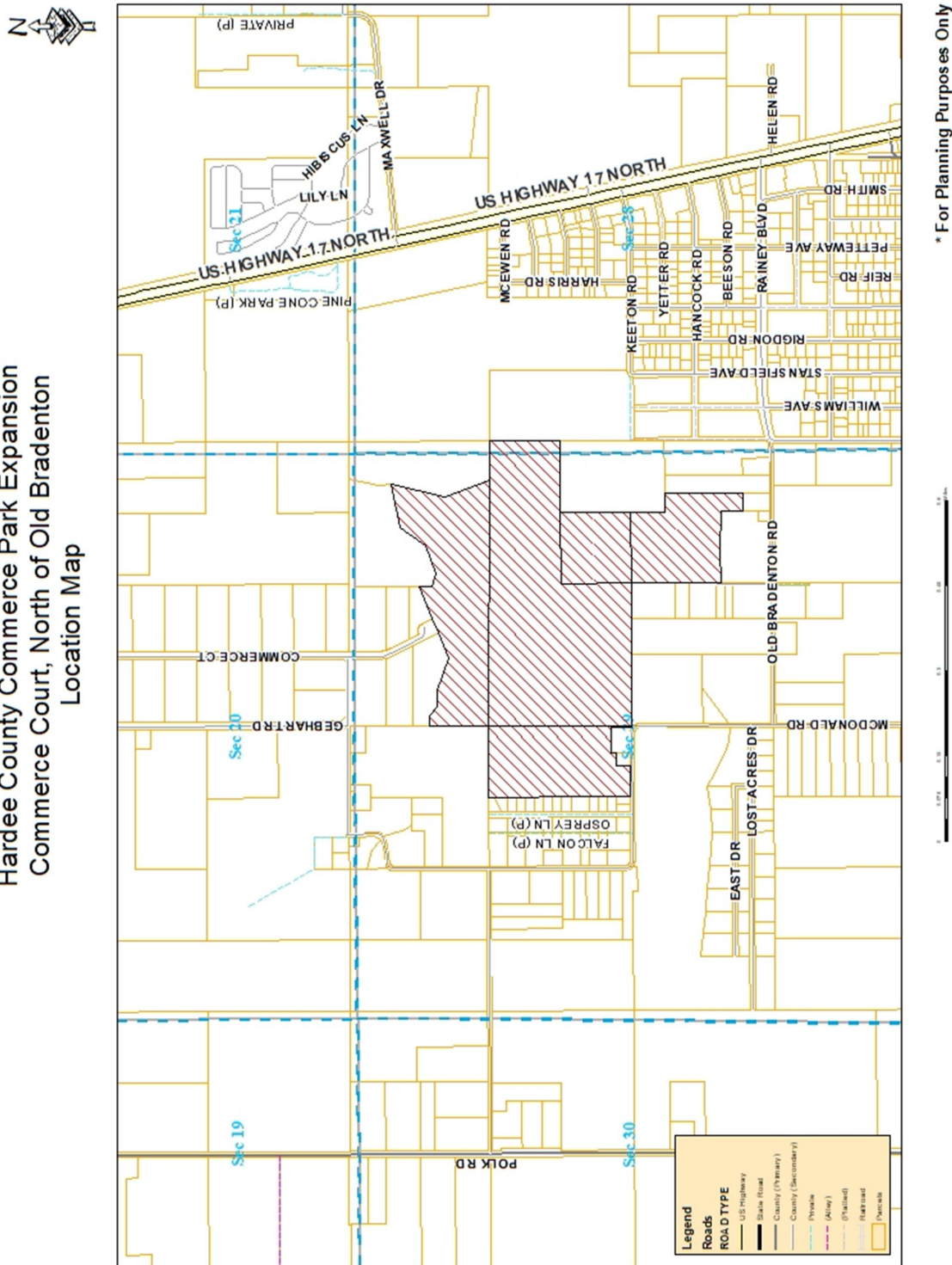
Staff finds the use and proposed development consistent with Policy L1.6 and the intent and purposes of the Hardee County Comprehensive Plan.

Conclusion:

Pursuant to the review and analysis, Staff finds that the approval of the Final Plat to be consistent with the purpose and intent of the Hardee County Unified Land Development Code, the Hardee County Comprehensive Plan and in compliance with Florida Statutes.

Staff recommends **APPROVAL** to the Board of County Commissioners, of the Final Plat of the Hardee County Commerce Park Extension located on approximately 134.27 +/- acres south of Commerce Court, and north of Old Bradenton Road.

Hardee County Commerce Park Expansion
Commerce Court, North of Old Bradenton
Location Map



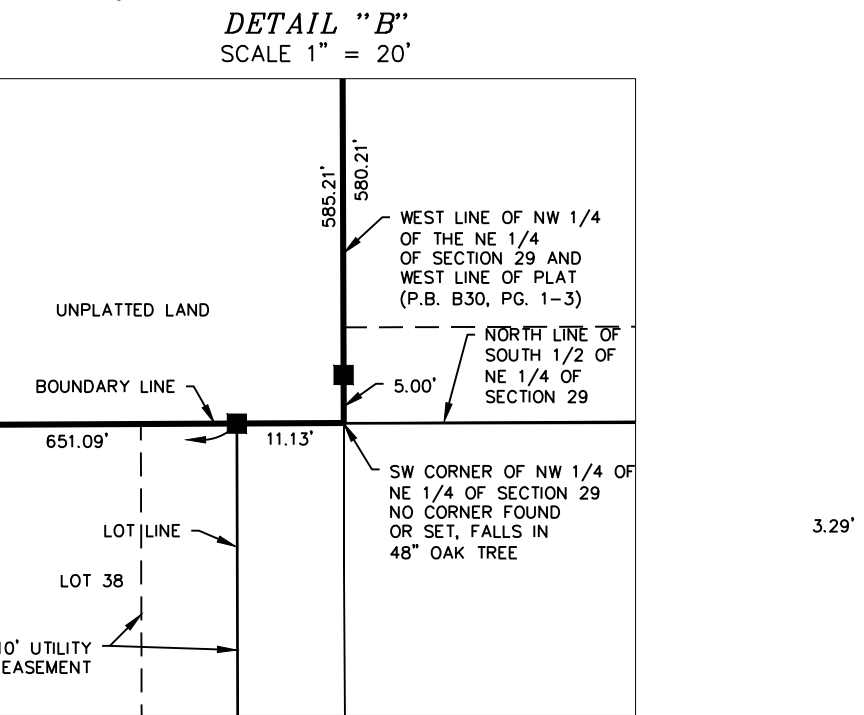
HARDEE COUNTY COMMERCE PARK EXTENSION

PLAT BAR PAGE SHEET 2 OF 2

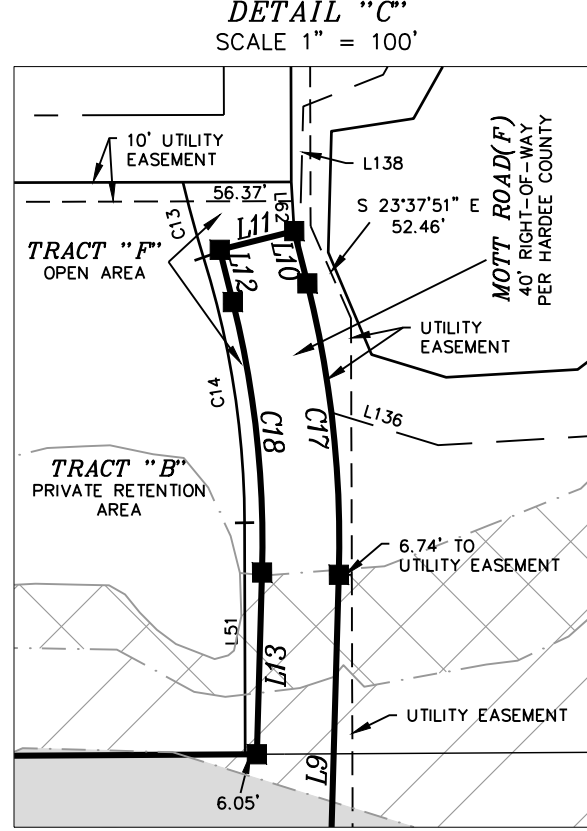
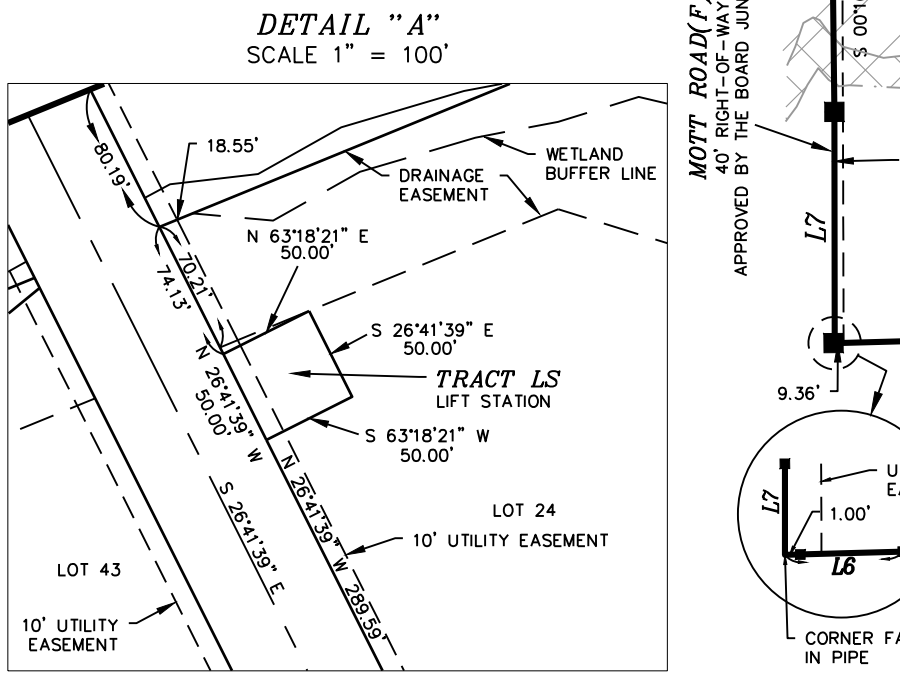
A REPLAT OF TRACT "C" OF HARDEE COUNTY COMMERCE PARK AS RECORDED IN PLAT BOOK B30, PAGE 1 THROUGH 3, PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA AND A PORTION OF SECTION 29, TOWNSHIP 33 SOUTH, RANGE 25 EAST, HARDEE COUNTY, FLORIDA.

- LEGEND:
- = Permanent Reference Monument (P.R.M.) stamped "CHASTAIN-SKILLMAN PRM LB-262"
- = Permanent Control Point (P.C.P.) stamped "CHASTAIN-SKILLMAN LB-262"
- F.C.M. = Found Concrete Monument
- O.R. = Official Records Book
- PG. = Page
- P.B. = Plat Book
- P.L.S. = Professional Land Surveyor
- LS = Licensed Surveyor
- LB = Licensed Business

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.



CURVE TABLE				
CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING
C1	85.00'	133.52'	120.21'	N 44°50'57" E
C2	1125.00'	521.20'	516.55'	S 13°25'23" E
C3	50.00'	78.54'	70.71'	N 44°50'57" E
C4	50.00'	78.54'	70.71'	N 45°09'03" W
C5	50.00'	78.54'	70.71'	N 44°50'57" E
C6	50.00'	57.43'	54.33'	S 57°14'37" E
C7	50.00'	101.70'	85.06'	S 31°34'39" W
C8	1090.00'	422.83'	420.18'	S 13°13'25" E
C9	1090.00'	37.28'	37.28'	S 107°51" E
C10	1160.00'	188.84'	188.63'	N 4°48'53" W
C11	1160.00'	225.00'	224.65'	N 15°02'06" W
C12	1160.00'	123.57'	123.51'	N 23°38'37" W
C13	535.00'	40.55'	40.54'	S 15°17'02" E
C14	465.00'	140.44'	139.90'	S 8°48'11" E
C15	50.00'	78.54'	70.71'	S 44°50'57" W
C16	170.00'	95.46'	94.21'	N 15°56'10" E
C17	553.97'	153.12'	152.63'	N 6°10'09" W
C18	513.97'	142.10'	141.65'	S 6°10'02" E



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°11'19" E	320.45'
L2	N 89°28'48" E	170.00'
L3	S 89°28'48" W	170.00'
L4	N 00°11'19" W	212.74'
L5	N 89°17'02" W	370.40'
L6	S 88°26'19" W	273.72'
L7	N 00°03'36" W	240.83'
L8	N 00°40'11" W	493.86'
L9	S 01°38'41" W	195.50'
L10	N 14°05'15" W	28.08'
L11	N 75°54'45" E	40.00'
L12	S 14°05'15" E	28.08'
L13	S 01°38'41" W	94.69'
L14-25	INTENTIONALLY DELETED	
L26	S 89°40'16" W	43.22'
L27	N 00°09'03" W	91.44'
L28	S 89°40'16" W	241.81'
L29	S 00°19'44" E	45.00'
L30	S 89°40'16" W	122.40'
L31	S 00°19'44" E	141.63'
L32	N 89°21'22" W	287.20'
L33	N 90°00'00" E	98.94'
L34	S 51°40'45" E	103.52'
L35	N 90°00'00" E	155.70'
L36	S 68°10'14" E	318.81'
L37	N 67°46'47" E	254.28'
L38	N 67°46'47" E	142.43'
L39	N 67°46'47" E	317.38'
L40	S 00°00'00" E	115.32'
L41	S 72°41'06" E	131.23'
L42	N 69°34'28" E	284.38'
L43	N 34°54'04" E	292.40'
L44	N 79°17'18" E	409.82'
L45	S 14°08'50" W	514.18'
L46	S 20°58'31" E	449.14'
L47	N 89°36'52" E	366.42'
L48	S 00°09'03" E	54.98'
L49	S 68°28'53" W	161.07'
L50	S 00°09'03" E	185.64'
L51	S 00°09'03" E	120.57'
L52	S 90°00'00" E	81.37'
L53	S 51°40'46" E	103.52'
L54	N 90°00'00" E	163.43'
L55	S 68°10'15" E	372.54'
L56	N 67°46'47" E	249.74'
L57	N 67°46'47" E	268.05'
L58	S 72°41'06" E	203.57'
L59	S 17°22'25" W	49.97'
L60	S 17°22'25" W	25.00'
L61	S 26°41'39" E	9.31'
L62	S 03°28'32" E	25.63'
L63	INTENTIONALLY DELETED	
L64	N 55°03'13" E	104.61'
L65	N 67°47'18" E	190.29'
L66	S 72°40'35" E	293.53'
L67	S 62°19'25" W	106.07'
L68	S 66°48'24" E	86.88'
L69	S 59°07'55" E	66.34'
L70	S 43°33'41" E	26.86'
L71	N 85°51'00" E	165.62'
L72	S 70°17'35" E	83.73'
L73	S 17°13'30" W	16.02'

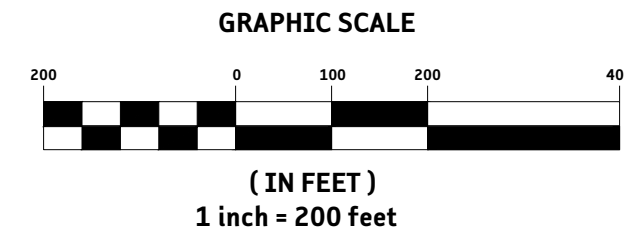
LINE TABLE		
LINE #	BEARING	LENGTH
L74	S 30°43'45" W	98.99'
L75	S 77°14'12" E	76.48'
L76	S 57°03'02" E	23.27'
L77	N 89°47'02" W	26.71'
L78	S 33°11'59" W	136.06'
L79	S 38°20'44" E	171.07'
L80	N 71°58'49" E	153.59'
L81	N 07°48'17" E	127.64'
L82	N 55°05'29" E	144.38'
L83	N 47°50'19" E	86.18'
L84	N 73°05'29" E	78.52'
L85	N 50°38'32" E	54.13'
L86	S 84°56'48" E	42.24'
L87	N 60°42'51" E	51.90'
L88	N 73°28'30" E	62.63'
L89	N 79°13'45" E	43.88'
L90	N 72°43'30" E	43.93'
L91	S 76°31'46" E	100.13'
L92	S 69°57'00" E	46.83'
L93	S 52°03'18" E	50.51'
L94	S 88°50'19" E	53.53'
L95	N 35°46'09" E	54.60'
L96	N 62°07'09" E	65.58'
L97	N 78°34'28" E	101.51'
L98	N 56°55'09" E	80.94'
L99	N 40°51'33" E	188.19'
L100	N 29°45'50" E	89.24'
L101	S 85°51'11" E	39.44'
L102	N 89°01'11" E	64.66'
L103	N 75°19'30" E	122.59'
L104	N 80°34'03" E	107.17'
L105	S 14°39'25" W	41.44'
L106	S 35°14'14" E	38.16'
L107	S 60°15'57" W	24.24'
L108	S 34°42'28" W	23.08'
L109	S 01°21'10" E	28.88'
L110	S 60°57'22" W	8.30'
L111	S 21°53'55" W	38.08'
L112	S 32°25'28" E	63.79'
L113	S 16°40'50" E	131.47'
L114	S 35°40'32" E	88.75'
L115	S 16°58'49" E	115.36'
L116	S 31°09'47" E	152.42'
L117	S 10°34'06" W	69.42'
L118	S 01°09'56" W	86.30'
L119	S 02°18'30" E	43.55'
L120	S 74°39'20" W	34.93'
L121	S 26°37'05" W	42.03'
L122	S 35°35'48" E	65.88'
L123	S 69°49'01" E	57.08'
L124	S 09°06'37" E	52.46'
L125	S 13°46'41" W	35.48'
L126	S 26°45'38" E	46.02'
L127	S 05°11'41" W	70.49'
L128	S 68°54'20" W	147.12'
L129	N 89°43'26" W	159.93'
L130	S 83°13'43" W	168.75'
L131	N 00°28'50" E	107.89'
L132	N 89°09'23" W	118.20'
L133	S 10°25'15" W	99.17'
L134	S 52°34'39" W	51.21'
L135	S 86°35'09" W	85.61'

LINE TABLE		
LINE #	BEARING	LENGTH
L136	N 72°58'01" W	58.11'
L137	INTENTIONALLY DELETED	
L138	S 01°30'40" W	75.81'
L139	N 68°18'57" E	44.67'
L140	N 29°14'38" E	82.97'
L141	N 24°39'14" E	83.88'
L142	N 36°51'10" E	103.97'
L143	N 68°39'17" E	69.19'
L144	S 79°28'04" E	45.57'
L145	S 68°21'08" E	109.09'
L146	S 26°26'24" E	148.12'
L147	S 53°39'11" E	251.60'
L148	N 70°17'14" W	144.03'
L149	S 82°18'26" W	122.88'
L150	S 12°41'26" W	192.54'
L151	S 50°21'27" E	143.60'
L152	N 54°21'15" E	118.56'
L153	N 78°01'53" E	95.34'
L154	N 32°01'24" E	9.61'
L155	S 01°37'16" E	8.00'

TOTAL LENGTH OF ROADS = 5241'
TOTAL LENGTH OF WATER LINE = 5868'
TOTAL LENGTH OF SEWER LINE = 5043'

FLOOD ZONES

- APPROXIMATE LOCATION OF FLOOD ZONE "A" FLOODWAY AREAS AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 12040C0179 D, PER COMMUNITY PANEL NUMBER 120103 0179 D, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, REVISED EFFECTIVE DATE NOVEMBER 6, 2013.
- APPROXIMATE LOCATION OF FLOOD ZONE "A" AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 12040C0179 D, PER COMMUNITY PANEL NUMBER 120103 0179 D, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, REVISED EFFECTIVE DATE NOVEMBER 6, 2013.
- APPROXIMATE LOCATION OF FLOOD ZONE "X" 0.2% (INSIDE 500-YEAR FLOOD) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 12040C0179 D, PER COMMUNITY PANEL NUMBER 120103 0179 D, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, REVISED EFFECTIVE DATE NOVEMBER 6, 2013.





Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Budget and Finance

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: Sandee Braxton - Assistant County Manager/Management & Budget Director - Operating Budget Amendments FY 23/24

SUGGESTED ACTION:

ATTACHMENTS:
[Oct 5th Operating Amendments 2024.pdf](#)

<p align="center">OPERATING BUDGET AMENDMENTS 2023-2024</p>

October 5, 2023

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-03	Law Enforcement Salary Assistance	\$361,260.00	\$361,260.00		\$ 90,314.75	\$270,945.25	FY24 Contract #5V013, True Up FY 2023-24 based on receipt/expense 1st Quarter in FY22-23
135-521-200-00	LESA Transfer to Sheriff	\$361,260.00	\$361,260.00		\$ 90,314.75	\$270,945.25	
135-331-290-00	SCAAP Grant	\$ -	\$ -	\$ 12,653.00		\$ 12,653.00	FY24 Grant Award 15PBJA-22-RR-05332-SCAA
135-521-049-00	SCAAP Justice Benefits	\$ -	\$ -	\$ 2,783.66		\$ 2,783.66	
135-581-000-18	SCAAP Transfer to GF	\$ -	\$ -	\$ 9,869.34		\$ 9,869.34	
135-331-200-02	JAG Direct			\$ 3,370.00			FY 24 JAG-Direct Allocation Awarded: Agreement R7019
135-521-000-00	Sheriff Allocation			\$ 3,370.00			

BTW: Florida Statue Ch129

Can only amend the budget for the prior fiscal year within the first 60 days of the new fiscal year. Can amend in Oct and Nov. There is only one meeting in Oct and Nov.

YTD Total Amendments

3



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, Public Works

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: **Christopher Simpron, Assistant County Manager/Public Works Director** - Discuss bid award for RFP 23-011 Debris Management and Monitoring Services.

SUGGESTED ACTION:

ATTACHMENTS:

[Memo- RFP # 23-011.docx](#)

[Ave._Scoring_Sheet.pdf](#)



Hardee County

412 West Orange Street
Wauchula, Florida 33873
Phone: 863-773-9430 Fax: 863-773-0958
www.hardeecounty.net

TO: Noey Flores, Board Chairman

FROM: Christopher Simpron, Assistant County Manager/Public Works Director

DATE: October 5, 2023

Re: Bid Responses to RFP # 23-011 for Debris Management and Monitoring Services for
Disaster Recovery Assistance

On August 16, 2023, the County advertised a Request for Proposals (RFP) for Debris Management and Monitoring Services for Disaster Recovery Assistance. The County's Debris Monitoring Contract with Landfall Strategies, LLC expired on September 6, 2023.

All bids were received and opened on September 15, 2023, at 2:00 pm. A total of three (3) debris monitoring consulting firms submitted their bids. These are: 1.) Debris Tech, LLC 2.) Thompson Consulting Services, LLC 3.) True North Emergency Management.

On September 18, 2023, all three firms are found to be responsive and compliant.

On September 25, 2023, the County Manager officially appointed three County Staff Members to serve as the Evaluation/Technical Review Committee (TRC) Members for this RFP. The Evaluation/Technical Review Committee (TRC) members were Mr. Christopher Simpron, Assistant County Manager/Public Works Director, Mr. Ryan Sonnenberg, Solid Waste Director, and Ms. Kara Davis, Construction Project Manager (Public Works Division). The Purchasing Department provided the TRC members with the RFP bid responses for evaluation, scoring, and ranking based on the criteria outlined in the RFP.

The individual evaluation results and overall ranking sheets are attached to this memorandum. The TRC members recommend awarding the Debris Management and Monitoring Services for Disaster Recovery Assistance Contract to Debris Tech, LLC, being the highest ranked of all three professional consulting firms.



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, County Manager's Office

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: Terry Atchley - County Manager - Discuss Special Magistrate Services

SUGGESTED ACTION:



Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: October 5, 2023

SUBMITTED BY: Holly Smith, County Manager's Office

ITEM TYPE: Action Item

AGENDA SECTION: BUSINESS AGENDA

SUBJECT: Terry Atchley - County Manager - Discuss Legislative Project Wish/Needs List

SUGGESTED ACTION:

ATTACHMENTS:
[LEGISLATIVE PROJECT WISH LIST.docx](#)

TEAM HARDEE

LEGISLATIVE PROJECT WISH/NEEDS LIST

1. Sheriff's Administration Building	\$	12,500,000.00
2. Hardee County Jail	\$	25,000,000.00
3. Hardee County Multigovernmental Complex	\$	20,000,000.00
4. Pumper Fire Rescue x 3yrs	\$	1,200,000.00
5. Fire Station Number 1	\$	10,500,000.00
6. Utilities Master Plan	\$	850,000.00
Total	\$	70,050,000.00

Court House Roof Replacement	\$	400,000.00
Court House Annex 1 Improvements	\$	1,000,000.00
New Library 25,000 Sq. Ft.	\$	9,200,000.00
Pioneer Park	\$	5,000,000.00
Hardee Lakes	\$	5,000,000.00
Health Department Upgrades	\$	3,200,000.00
Soccer Fields	\$	2,500,000.00
Civic Center	\$	3,000,000.00
Animal Control Facility	\$	1,000,000.00
Community Center	\$	9,500,000.00
Facilities Maintenance Building	\$	1,500,000.00
Sign Shop	\$	950,000.00
New WWTP Vandolah	\$	15,000,000.00
Wauchula Hills WTP/WWTP Expansion	\$	30,000,000.00
Bostick Road Upgrades	\$	8,500,000.00
Wauchula Hills - Roads	\$	12,500,000.00
Baseball Fields	\$	3,250,000.00
Softball Complex	\$	1,750,000.00
Magnolia Park	\$	1,000,000.00
Entryway Signs	\$	1,000,000.00
Total	\$	115,250,000.00

Grand Total \$ 185,300,000.00