AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

January 16, 2025, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

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

- Motion to approve the minutes as presented.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Audra Sperry, Hardee County Sheriff's Office -** Proclamation Declaring January 2025 as Human Trafficking Awareness Month.

- Motion to approve the Proclamation declaring January 2025 as Human Trafficking Awareness Month.

7. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve the agreement between the County and State of Florida, Department of Commerce in the amount of $1 million for Pioneer Park infrastructure improvements in substantially the attached form; authorizing the County Manager or Chair to sign any

necessary documents in furtherance thereof and to expend funds as provided for in the agreement.

B. - Motion to approve Resolution 2025-24, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the replacement of Center Hill Bridge; providing for severability; and providing for an effective date.

8. PRESENTATIONS

A. **Donn Van Stee, Tri County Human Services -** Crisis Stabilization and Detox Unit for Hardee, Highlands and DeSoto Counties

9. BUSINESS AGENDA - Quasi-Judicial Items:

A. **Todd Miller, Community Development Director -** Variance Request from Hardee County Grants Management Department

- Motion to approve the variance request from the Hardee County Grants Management Department, authorizing the Chair or County Manager to sign any necessary documents in furtherance thereof.

10. BUSINESS AGENDA - Ordinances:

A. **Casey Dasher, Public Safety Director -** Fire Prevention Ordinance 2025-01

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

11. BUSINESS AGENDA - Action Items:

A. **Michelle McCreery, Hardee County Sheriff's Office -** Next Generation Core Services Grant Agreement Amendment No. 01

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

B. **Todd Miller, Community Development Director -** Resolution 2025-05, Technical Standards Manual Amendments

- Motion to approve Resolution 2025-05, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending the technical standards manual for Hardee County; providing for conflicts, severability and an effective date.

C. **Lorie Ayers, General Services Director -** EMPG Grant Agreement G0537

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

D. **Lorie Ayers, General Services Director -** Fire Station 1 Generator Grant

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

E. **Lorie Ayers, General Services Director -** JAG Countywide Residual Grant

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

F. **Bobby Keene, Capital Projects Manager -** Torrey Preserve Update

- Motion to approve the final change order and closeout of the Torrey Preserve Utilities Extension Project as presented.

G. **Diane Moore, Budget Manager** - Fixed Asset Transfers and Disposals

- Motion to approve the fixed asset transfers and disposals as presented.

H. **Diane Moore, Budget Manager -** Operating Amendments

- Motion to approve the operating amendments as presented.

I. **Diane Moore, Budget Manager -** Captial Amendments

- Motion to approve the capital amendments as presented.

J. **Christoper Simpron, Assistant County Manager -** Resolution 2025-31 - MLK Jr Blvd Resurfacing Project (FPID# 448743-1) - from Bay Street to Sally Place

- Motion to approve the submission and acceptance of Florida Department of Transportation State Funded Grant Agreement for the resurfacing of Martin Luther King Jr Blvd from Bay Street to Sally Place in the amount of $2,637,946, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

K. **Terry Atchley, County Manager** - Local State of Emergency Discussion

12. APPOINTMENTS

A. **Terry Atchley, County Manager** - Health Council of West Central Florida, Inc. Board of Directors Appointment

13. COUNTY MANAGER NON-CONSENT

14. COUNTY ATTORNEY

A. **Sarah Johnston, County Attorney -** January 2025 County Attorney Report

15. OTHER BUSINESS

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

17. REMINDERS

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

18. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Minutes for Approval
AGENDA SECTION:	**MINUTES FOR APPROVAL**
SUBJECT:	BOCC Regular Meeting Minutes of June 20, 2024, at 8:30 a.m. BOCC Workshop Session Minutes of July 15, 2024, at 8:30 a.m. BOCC Budget Workshop Minutes of July 16, 2024, at 8:30 a.m.
SUGGESTED ACTION:	- Motion to approve the minutes as presented.

ATTACHMENTS:
2024-06-20 Minutes RM.pdf
2024-07-15 Minutes WKS.pdf
2024-07-16 Minutes BWKS.pdf

MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

June 20, 2024, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

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

County Manager Atchley noted there was an Agenda Add-On Item for a grant proposal request to be added to the Business Agenda as Item V.

Chairwoman Wyatt noted the add-on item would be Business Agenda Action Item 11.V. and called for a motion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve the agenda with the add-on.

Chairwoman Wyatt called for any public comment. None given.

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

4. MINUTES FOR APPROVAL

No meeting minutes were submitted for Board approval.

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chairwoman Wyatt called for general public comment. None given.

6. PROCLAMATIONS

No proclamation items were presented.

7. CONSENT AGENDA

Chairwoman opened for a motion to approve the Consent Agenda.

Motion by Commissioner Melendy and second by Commissioner Flores to approve the Consent Agenda.

Chairwoman Wyatt called for any public comment. None given.

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

A. Request for Board approval of the Termination of the Grant Agreement between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners for the U.S. Highway 17 at State Road 62 Full Traffic Signal Implementation in the amount of $100,000.00.

B. Request for Board approval of the Release of Funds for the grant agreement between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners for the Wauchula Hills Water/Wastewater Phase 5/6 Expansion in the amount of $80,000.00.

C. Request for Board approval of Modification Number 1 to the grant agreement between the Hardee County Economic Development Authority and the Hardee County Board of County Commissioners for Hardee Parks Infrastructure.

7. PRESENTATIONS

No presentations were given.

9. BUSINESS AGENDA - Quasi-Judicial Items:

No items were presented.

10. BUSINESS AGENDA - Ordinances:

No items were presented.

11. BUSINESS AGENDA - Action Items:

A. 2023 Tax Roll Recapitulation:

Hardee County Assistant Tax Collector, Alisa Lee, informed the Board she was at the meeting in representation of Hardee County Tax Collector, April Lambert. She requested Board approval of the 2023 Recapitulation Report.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve the 2023 Tax Roll Recapitulation as presented by the Hardee County Tax Collector.

Chairwoman Wyatt called for any public comment. None given.

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

B. Operating and Capital Budget Amendments:

Budget Manager, Diane Moore, presented the operating amendments first. She noted that a Mitigation Strategy Grant is being added to the budget, the HHRP (Hurricane Housing Recovery Program) interest was not captured in the 2024 budget, so the interest is being added, and Solid Waste receipts are being added.

Capital Amendments included the addition of a new grant for the library adding professional services; the Health Department will contribute $40,000 for a sign in front of the Health Department and the County will pay $20,000; the EDA grant funds left from 2023 that were not reflected in the 2024 budget are also being added.

Chairwoman Wyatt thanked Ms. Moore and called for any questions from the Board.

Chairwoman Wyatt inquired about the Health Department sign. County Manager Atchley explained that it is a joint project between Hardee County and the Florida State Health Department. It will be an electronic sign for the Supervisor of Elections Office and the Health Department. He noted that it is an Action Item on today's agenda.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve the Operating and Capital Budget Amendments for June 20, 2024, as presented.

Chairwoman Wyatt called for any public comment. None given.

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

C. Fixed Asset Transfers and Disposals:

Budget Manager, Diane Moore, referenced the list of fixed asset transfers and disposals and offered to answer any questions from the Board:

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

JUNE 20, 2024 BOCC MEETING

PRC #	DESCRIPTION	FROM	TO	DISPOSED
345-B	2024 BACKHOE LOADER	FACILITIES	FLEET MAINTENANCE	
261-B	2014 TOUGH NECK TRAILER	FACILITIES	FLEET MAINTENANCE	
238-B	2005 CASE TRACTOR	FACILITIES	FLEET MAINTENANCE	
246-B	2010 NEW HOLLAND TRACTOR	ROAD & BRIDGE	FLEET MAINTENANCE	
247-B	2010 NEW HOLLAND TRACTOR	ROAD & BRIDGE	FLEET MAINTENANCE	
262-B	2014 JOHN DEERE GATOR	PIONEER PARK	FLEET MAINTENANCE	
100	2008 INTERNATIONAL BUCKET TRUCK	ROAD & BRIDGE	FLEET MAINTENANCE	
108	2012 FREIGHLINER GRAPPLE TRUCK	ROAD & BRIDGE	FLEET MAINTENANCE	
273-B	2016 TORO Z MASTER	PARKS & REC	ANIMAL REFUGE	
N/A	HP LASER JET PRO 400 PRINTER	COUNTY EXTENSION	MUSEUM	
N/A	TONER CARTRIDGE X2	COUNTY EXTENSION	MUSEUM	
138-A	2006 FORD F250	SOLID WASTE	FLEET MAINTENANCE	AUCTION
BG-31	2001 DODGE BRUSH TRUCK W/ SKID UNIT	FIRE RESCUE	FLEET MAINTENANCE	AUCTION
A-17	2002 FORD F350 AMBULANCE	FIRE RESCUE	FLEET MAINTENANCE	AUCTION
183-B	2001 JOHN DEERE GATOR		FLEET MAINTENANCE	AUCTION
RD-376	KIP COPIER	ROAD AND BRIDGE		LANDFILL
	COPIER STRUCK BY LIGHTNING AND DESTROYED			

Chairwoman Wyatt called for any questions or comments related to fixed asset transfers and disposals. None noted.

Chairwoman Wyatt called for a motion.

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

Chairwoman Wyatt called for any public comment. None given.

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

D. Resolution 2024-49 - Ratification of County-wide Burn Ban, per Ordinance 17-10, effective May 30, 2024:

County Manager Atchley presented the request for Board approval of Resolution 2024-49 for Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher. Resolution 2024-49 is a resolution of the Board of County Commissioners of Hardee County, Florida, declaring a fire rescue burn ban throughout Hardee County and imposing certain restrictions and prohibitions on open burning and discharge of fireworks or incendiary devices, providing for severability, and for an effective date.

County Manager Atchley noted that the County has recently received rain, and the index has been improving. The burn ban may not be in effect for long as the indicators have gone down, but currently the County is still considered a drought region.

Chairwoman Wyatt called for any questions from the Board.

Commissioner Flores noted that lifting the burn ban currently requires a vote from the Board. He inquired if it is possible to change this given that the County has received more rain recently and staff may not want to wait for a Board meeting and vote.

County Manager Atchley affirmed this point. He asked the Board to ratify the actions of the ban that has been in place for weeks.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve Resolution 2024-49, a resolution of the Board of County Commissioners of Hardee County, Florida, declaring a fire rescue burn ban throughout Hardee County and imposing certain restrictions and prohibitions on open burning and discharge of fireworks or incendiary devices, providing for severability, and for an effective date.

Chairwoman Wyatt called for public comment. None given.

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

County Manager Atchley stated the staff recommendation for Board termination of the burn ban given the current conditions of recent rains combined with the rapidly approaching July 4th holiday season.

Chairwoman Wyatt called for any discussion or questions from the Board; She inquired if the Commissioners would like to act on the recommendation.

Motion by Commissioner Melendy and second by Commissioner Flores that we terminate the burn ban effective today.

Chairwoman Wyatt called for public comment. None given.

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

E. Resolution 2024-51 - Certificate of Public Convenience and Necessity for Aloha Medical Services, Inc., (Aloha Medical) Renewal:

County Manager Atchley presented a request for Board approval to renew a Certificate of Public Convenience and Necessity for Aloha Medical Services, Inc., for Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher.

County Manager Atchley reminded the Board that Aloha Medical Services, Inc., has been providing services based on Board approval. Their new facility is being constructed at the Commerce Park. It is time to renew their certificate with the County at the recommendation of the Public Safety Director.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve Resolution 2024-51, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a Certificate of Public Convenience and Necessity for Aloha Medical Services, Inc., to provide non-emergency transportation services for interfacility transfers, providing for authorization, severability, and for an effective date.

Chairwoman Wyatt called for public comment. None given.

Commissioner Melendy inquired about the terms for the agreement and if it is for one year. County Manager Atchley noted that he would have to look at the time frame. Chief Dasher confirmed via text that the agreement is for one year.

County Attorney Johnston noted that there needs to be annual confirmation that Aloha Medical Services, Inc., maintains their license.

Commissioner Meeks confirmed that this type of agreement would be approved annually.

County Attorney Johnston restated that the County must confirm annually that Aloha Medical Services, Inc., maintains their license even if the resolution was for a longer term.

Commissioner Melendy affirmed that the Certificate of Insurance expires annually and must be confirmed. He noted that the relationship between the County and Aloha Medical is a mutually beneficial relationship.

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

Chairwoman Wyatt called for public comment. None given.

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

F. Resolution 2024-50 - Removal and Fabrication of New Signage for the Health Department and Supervisor of Elections Buildings:

Capital Projects Manager, Bobby Keene, stated this is a cooperation between the County and the Florida State Health Department. He described the bid process for the Board, noting the names of the bidders and who attended the necessary meetings. Project Manager Keene noted that the lowest bidder was Guthman Signs in the amount of $60,447. Staff is recommending a construction agreement with Guthman Sign.

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

Commissioner Flores inquired about the location of the logos and the LED screen/message board. County Manager Atchley and Project Manager Keene provided a response.

Chairwoman Wyatt confirmed that the Health Department is contributing $40,000 and the County's portion is $20,000.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve Resolution 2024-50, a resolution of the Board of County Commissioners of Hardee County, approving the award of invitation to bid number 24-014 for signage for the Health Department and Supervisor of Elections; and authorizing the County Manager to execute an agreement with the lowest responsive and responsible bidder, Guthman Signs, in an estimated amount of $60,447.00; providing for authorization, and providing for an effective date.

Chairwoman Wyatt called for public comment. None given.

Commissioner Melendy inquired if the sign is insured.

Capital Projects Manager Keene noted that the sign has a warranty period for parts as well as the construction agreement warranty.

County Manager Atchley affirmed that the sign will be considered a County asset and will be insured as such.

Commissioner Melendy inquired if the sign is single or double sided. County Manager Atchley confirmed that the sign is single-sided and will face the west. It should be visible from both U.S. Highway 17 north and southbound lanes.

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

G. Fiscal Year 2025 Work Squad Renewal for Parks and Recreation Department, Road and Bridge Department, and Solid Waste/Landfill Department:

Assistant County Manager/Public Works Director, Christopher Simpron, presented the annual renewal of the work squad contracts between the County and the Hardee County Sheriff's Office. He noted that the contracts have increased this year and Hardee County Sheriff, Vent Crawford, is available to answer any questions about the contracts. The cost increase is driven by the work squad officer's salary. Director Simpron gave a detailed rate of increase comparison for each department.

Chairwoman Wyatt called for any questions from Commissioners.

Chairwoman Wyatt inquired about the contract amounts for Fiscal Year 2024.

Director Simpron provided the following info:
- Parks and Recreation: $92,353.89
- Road and Bridge: $107,800.45
- Solid Waste/Landfill: $95,255.46

Commissioner Melendy inquired about how the use of work squads is going. Director Simpron noted that it is going well; it is a smart financial decision for the County.

County Manager Atchley explained that the three work squads average five members each; the County would pay over $600,000 annually for these 15 employees if they were directly employed by the County. Sheriff Crawford works well to maintain the officers who run the three crews. It is a cost-effective relationship.

Commissioner Meeks confirmed that the cost paid is reflective of the officer's salary plus benefits. She asked that the details of the salary be explained for the public. Sheriff Crawford noted that this contract provides for all of the benefits (insurance and higher-risk retirement) and salary, vacation and sick days of the officer. The officers are veteran officers, not entry level pay.

Commissioner Flores expressed his appreciation for the cooperative and effective relationship and use of work squads.

Chairwoman Wyatt affirmed that the work squads are hard-working and do a good job.

Sheriff Crawford affirmed that it is a win-win positive relationship with the County. He expressed that the supervisors are pleased and the use of the work squads are mutually beneficial for the inmates and the County.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve the contract between the County and Hardee County Sheriff's Office for the use of the inmate labor work program for Parks and Recreation, in the amount of $102,323.53, Road and Bridge, in the amount of $119,328.56, and Solid Waste/Landfill, in the amount of $99,284.12, in substantially the attached form, subject to approval by the County Attorney, and authorization for the County Manager to sign any necessary documents, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

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

H. Access, Use, and Indemnity Agreement with Mosaic Fertilizer, LLC:

Assistant County Manager/Public Works Director, Christopher Simpron, presented an agreement to the Board for overburden materials from the South Fort Meade Mine property. Director Simpron noted that the Parks and Recreation Department has confirmed the need for this material for repairing trails and internal roadways at Hardee Lakes Park. This legal agreement was drafted in cooperation with County Attorney Johnston and the attorney for Mosaic Fertilizer, LLC (Mosaic).

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Meeks to approve the Access, Use, and Indemnity Agreement between the County and Mosaic Fertilizer, LLC, for 600 cubic yards of overburden soil for Hardee Lakes Park in substantially the attached form, subject to approval by the County Attorney, and authorize the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chairwoman Wyatt called for public comment. None given.

Commissioner Melendy inquired about the indemnity aspect of the agreement.

County Attorney Johnston explained that the extent of indemnity in regard to the contract is if the County is negligent in some way or violates the law in regard to storing materials on Mosaic's land, then the County will indemnify Mosaic.

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

I. Resolution 2024-39 - Supplemental State Funded Grant Agreement 445065 for County Road 663 and Roy Coker Road to the Point of Curvature at Station 486+50:

Assistant County Manager/Public Works Director, Christopher Simpron, presented Resolution 2024-39 to the Board. He explained that the Supplemental State Funded Grant Agreement is for the reduction of project limits for the three sections of County Road 663. Director Simpron reminded the Board that he had previously requested approval for the entire segment of County Road 663. However, the probable cost estimate for the entire segment was too costly to pave with the funds provided by FDOT (Florida Department of Transportation).

Director Simpron noted the total original miles for the project was 10.83; this has been reduced to 7.68 miles. If approved, the time frame is for the plans to be 100 percent approved by July or August, allowing the County to proceed with advertising for bids. Construction could begin in September or October and is expected to take nine months.

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

Commissioner Flores serves as Chairman of HRTPO (Heartland Regional Transportation Planning Organization). He noted that funding is an issue across the State and many counties are having to amend projects in similar ways in order to complete projects.

Chairwoman Wyatt called for any further questions. None noted.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner George to approve Resolution 2024-39, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the design and construction of County Road 663 from Roy Coker to the point of curvature at Station 486+50, providing for severability, and providing for an effective date.

Chairwoman Wyatt called for public comment on this agenda item. None given.

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

J. Resolution 2024-40 - Supplemental State Funded Grant Agreement 445068 for County Road 663 from County Road 665 to Roy Coker Road:

Assistant County Manager/Public Works Director, Christopher Simpron, presented Resolution 2024-40 to the Board. This request is for the northernmost segment of the three sections of County Road 663 and corresponds with the previous agenda item.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to approve Resolution 2024-40, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the design and construction of County Road 663 from County Road 665 to Roy Coker Road, providing for severability, and providing for an effective date.

Chairwoman Wyatt called for public comment. None given.

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

K. Resolution 2024-41 - Supplemental State Funded Grant Agreement 445070 for County Road 663 from North of Jim Williams Road to County Road 663/665:

Assistant County Manager/Public Works Director, Christopher Simpron, presented Resolution 2024-41 to the Board. This resolution corresponds to the previous two agenda items. Director Simpron noted that this resolution addresses the southern portion of County Road 663.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to approve Resolution 2024-41, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the design and construction of County Road 663 from north of Jim Williams Road to County Road 665, providing for severability, and providing for an effective date.

Chairwoman Wyatt called for public comment. None given.

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

L. Resolution 2024-52 - Awarding RFQ 24-013 for the Emergency Operations Center Construction Manager at Risk (CMAR):

Assistant County Manager/Public Works Director, Christopher Simpron, informed the Board that the RFQ for CMAR services for the new EOC (Emergency Operations Center) was reissued on April 22, 2024. He explained that the County received seven proposals and then listed the seven firms.

The Technical Review Committee reviewed the proposals on June 4, 2024, and developed an initial ranking of the seven firms. Director Simpron reviewed for the Board the evaluation criteria for ranking the firms. On June 13, 2024, the top three ranked firms were presented to the Evaluation Committee. The overall ranking showed Ajax Building Company, LLC, as the highest ranked firm; the remaining firms were also listed according to their rankings.

Director Simpron requested Board approval of the rankings with the intention to move forward with the negotiation phase for the top ranked firm, Ajax Building Company. He offered to answer any questions from the Board.

Chairwoman Wyatt called for any questions from Commissioners.

Commissioner Flores inquired about the consideration of local firms in the ranking.

County Attorney Johnston noted that local preference is a part of the initial ranking and the firm that qualified for this did not make it to the final ranking of the top three who gave presentations.

Commissioner Melendy inquired about the beginning and end date of construction.

County Attorney Johnston noted that this is a qualification process, and firms must first be ranked, the rankings approved by the Board, and then a contract negotiated that would outline price and estimated dates.

Director Simpron noted that the design schedule is supposed to be completed by the end of the year.

Commissioner Melendy inquired about the maximum price.

County Attorney Johnston noted that a maximum price was part of the RFQ, but this process is for approving qualifications and a contract negotiation will follow. If a contract cannot be negotiated with the highest qualified company, then the County can move to the next highest qualified company.

Chairwoman Wyatt called for any further questions. None noted.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Melendy to approve Resolution 2024-52, a resolution of the Board of County Commissioners of Hardee County, approving the ranking of the proposals submitted in response to Request For Qualifications (RFQ) number 24-013 for Construction Manager At Risk (CMAR) services - Hardee County Emergency Operations Center (RFQ No. 24-013), approving and authorizing the negotiation of an agreement in accordance with RFQ No. 24-013, providing for authorization, and providing for an effective date.

Chairwoman Wyatt called for any public comment on this agenda item. None noted.

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

M. Mosquito Control Detailed Work Plan for Fiscal Year 2024/2025:

General Services Director, Lorie Ayers, recommended approval of the annual mosquito control award and requested the necessary signatures.

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

Motion by Commissioner Meeks and second by Commissioner George to approve the submission and acceptance of the Department of Agriculture and Consumer Services Countywide Mosquito Control Grant for Fiscal Year 24-25, in the amount of $47,185.66, authorizing matching funds in an amount not to exceed $9,437.13, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment on this agenda item. None noted.

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

N. Local Mitigation Strategy (LMS) Plan – Community Planning Technical Assistant Grant:

General Services Director, Lorie Ayers, recommended approval of the grant application for revision of the LMS plan.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner George and second by Commissioner Flores to approve the submission and acceptance of the Fiscal Year 24-25 Community Planning Technical Assistance Grant Application in the amount of $45,000.00, with Florida Commerce to revise the Local Mitigation Strategy (LMS) Plan, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment on this agenda item.

Commissioner Melendy inquired about the likelihood of receiving these grant funds and how the funds are used.

Director Ayers noted that it is highly probable that the funds would be received. She explained that the County usually has an interlocal agreement with the Central Florida Regional Planning Council (CFRPC) for assistance with the plan.

Commissioner Melendy asked how often the plan is updated. Director Ayers deferred to Emergency Management Director, Lane Schneider, who confirmed that the LMS is updated every five years. He noted that the plan has not been professionally reviewed in quite some time, so it is recommended to coordinate with CFRPC for assistance.

Commissioner Melendy inquired who would complete the plan if the County did not receive the grant. Director Ayers noted that staff would be responsible for revising the LMS plan.

Chairwoman Wyatt called for any further public comment. None noted.

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

O. Fiscal Year 2024/2025 Federal Community Project Grant for Hardee County Courthouse Roof:

General Services Director, Lorie Ayers, presented the request to submit a federal grant application to provide funds for a new roof for the Hardee County Courthouse.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner Meeks to approve the submission and acceptance of a Federal Community Project Grant through Congressman Scott Franklin's Office with the Department of Agriculture, in the amount of $700,000.00, to provide a new roof for the Hardee County Courthouse, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment. None noted.

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

P. Fiscal Year 2024/2025 State Criminal Alien Assistance Program Grant:

General Services Director, Lorie Ayers, presented the request to submit the annual grant application for the State Criminal Alien Assistance Grant. She noted the purpose of the grant is to offset the cost of housing illegal aliens in the county jail.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve the submission and acceptance of the State Criminal Alien Assistance Program Grant, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment. None noted.

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

Q. Economic Development Authority (EDA) Countywide Water/Wastewater Utility Master Plan Grant:

General Services Director, Lorie Ayers, presented the application for submission to the EDA to complete a Countywide Water and Wastewater Utility Master Plan.

Chairwoman Wyatt reminded the Board of the June 18, 2024, meeting discussing this topic.

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

Motion by Commissioner Meeks and second by Commissioner Melendy to approve the submission and acceptance of the EDA grant for Countywide Water/Wastewater Utility Master Plan, in the amount of $850,000.00, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment. None noted.

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

R. Economic Development Authority (EDA) Grant for Countywide Parks Infrastructure for Wi-Fi:

General Services Director, Lorie Ayers, explained this is a grant to expand Wi-Fi into the County parks.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Meeks to approve the submission and acceptance of the EDA Countywide Parks Infrastructure for Wi-Fi Grant, in the amount of $125,000.00, authorizing the County Manager to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for any public comment. None noted.

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

S. Resolution 2024-48 - Petition from Klein Ranch, LLC, to Vacate Clemens Way:

Public Works Project Coordinator, Alexis Peters, introduced Tara Roberson, a Right-of-Way agent with Road and Bridge.

Public Works Project Coordinator Peters presented the petitions from Klein Ranch, LLC, to vacate Clemens Way. She noted that the petitioner owns all of the land surrounding Clemens Way and there are no objections from utilities.

Chairwoman Wyatt called for any questions or comments.

Chairwoman Wyatt inquired if this is a private or county road. Public Works Project Coordinator Peters noted that it is a county road.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Flores and second by Commissioner George to approve Resolution 2024-48, a resolution of the Board of County Commissioners of Hardee County, Florida, approving a petition to vacate all parts of Clemens Way, as more particularly described herein, subject to the conditions set forth herein, providing for authorization, severability, and for the effective date.

Chairwoman Wyatt called for any public comment. None noted.

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

T. Hardee County Sheriff's Office (HCSO) – NGCS (Next Generation Core Services) Grant:

Hardee County Sheriff, Vent Crawford, informed the Board that this Region 6 NGCS Grant will assist over the next five years with improving the E911 System.

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

Commissioner Melendy inquired as to how the money would be spent.

Sheriff Crawford explained that the grant covers upgrades to the telephone system and equipment prepped for the Next Gen 911 System.

Commissioner Melendy inquired about the savings associated with the grant.

Sheriff Crawford responded to this question, noting that the current system can pinpoint within 50 yards of locating a caller; the new system will be accurate to within five feet of the source of a call.

Commissioner Melendy inquired about the annual cost for maintenance and associated annual fees.

ITS Director for the HCSO, Christy Reschke, explained that for the first five years the State will cover the cost; ideally the State would reissue the grant after five years. She explained that the HCSO currently applies annually for a maintenance grant to cover similar fees and costs.

Commissioner Meeks inquired about the annual E911 Grant. ITS Director Reschke explained that this NGCS Grant is for the equipment to improve reliability by upgrading to fiber lines.

Chairwoman Wyatt confirmed that the State covers the annual maintenance costs. Ms. Reschke affirmed this.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Meeks and second by Commissioner George to approve the submission and acceptance of NGCS Grant, in the amount of $248,226.54, authorizing the County Manager or designee to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for public comment. None given.

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

U. Shed Donation to Drug Free Hardee:

County Manager Atchley requested Board approval of the donation of a 10’ x 12’ storage shed located on County property that has been utilized by Drug Free Hardee for storage. County Manager Atchley informed the Board that the shed will have to be moved from its current location for construction of the new EOC (Emergency Operations Center). The County does not have a need for the shed; staff are recommending the shed be donated to Drug Free Hardee and moved to their location.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Chairwoman Wyatt called for a motion.

Motion by Commissioner George and second by Commissioner Melendy to donate the 10'x 12' storage shed located across the street from 412 West Orange Street, Wauchula, to Drug Free Hardee.

Chairwoman Wyatt called for public comment. None given.

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

Agenda Add-On Item:

V. Household Hazardous Waste Co-Op Collection Grant Agreement:

Solid Waste Director, Ryan Sonnenberg, requested Board approval of the Household Hazardous Waste Co-op Collection Program Grant. He informed the Board that the current Household Hazardous Waste Grant expires at the end of the month. The grant is useful for the quarterly household hazardous waste collection events.

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

Chairwoman Wyatt inquired if there are dates scheduled for the Household Hazardous Waste Collection events. Director Sonnenberg noted that the date for the next event is on the County website.

Commissioner Melendy asked if the grant is a guarantee of funds. Director Sonnenberg confirmed it is a guaranteed grant.

Motion by Commissioner Melendy and second by Commissioner Flores to approve the submission and acceptance of the Florida Department of Environmental Protection Household Hazardous Waste Co-op Collection Program Grant in the amount of $16,500; authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

Chairwoman Wyatt called for public comment. None given.

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

12. APPOINTMENTS

A. Appointment of Rocky Kitchens to Parks & Recreation Board:

County Manager Atchley informed the Board of an application in their packet for the appointment of Rocky Kitchens to the Parks & Recreation Board. He noted that Mr. Kitchens has expressed strong interest in joining the Board.

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

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Flores to appoint Rocky Kitchens to the Parks and Recreation Board.

Chairwoman Wyatt called for public comment. None given.

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

B. Board Discussion - Changes to the Value Adjustment Board:

County Manager Atchley informed the Board that the Clerk's Office has been contacted by the Value Adjustment Board Attorney regarding changes related to the Value Adjustment Board members. Commissioners, School Board Members, and citizens must be appointed for a one-year term before the annual Value Adjustment Board Organizational Meeting, typically scheduled for August or September.

County Manager Atchley informed the Board that moving forward the BOCC will need to annually elect two Commissioners and one citizen each year to serve on the Board and will now be required to elect the Chair of the Value Adjustment Board. The Hardee County School Board must also annually elect one School Board member and one citizen who is a commercial business owner. The two names being presented by the School Board are Mildred Smith and Thomas Trevino. Staff is requesting the BOCC confirm and approve the changes as given by the Value Adjustment Board Attorney.

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

Commissioner Flores asked if the BOCC will also need to appoint members. County Manager Atchley confirmed that the BOCC will appoint their two members and one homesteading citizen as agenda items at the July business meeting as well as elect one of the two BOCC members to be Chair of the Board. The purpose of today's request is to approve the changes as stated.

Commissioner Flores inquired about the purpose behind these changes. County Manager Atchley responded and provided the related Florida Statutory information.

Commissioner Flores noted that he has been a part of the Board since he was first elected as a Commissioner. He is also the current Chair of the Board. Chairwoman Wyatt is also a member of the Board.

Chairwoman Wyatt called for a motion.

Motion by Commissioner Melendy and second by Commissioner Meeks to accept the changes as described in the memo from the Clerk.

Chairwoman Wyatt called for public comment. None given.

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

13. COUNTY MANAGER NON-CONSENT

County Manager Atchley informed the Board of the Florida Governor's recently issued veto list that included three appropriation items that had been requested by the County. House Bill 5001 the Enabling Bill was approved. The County should still receive State funds for five requested projects; $18.5 million will be added to the County budget as a result of these five appropriation requests. The County budget will increase as a result of these additional dollars.

Chairwoman Wyatt called for any questions or comments related to the veto list or projects that should be approved.

Commissioner Flores inquired about the Center Hill Bridge project that was on the veto list.

County Manager Atchley noted the following requests from the veto list:
- $2 million dollar request to begin the design and engineering of the jail portion of the new Hardee County Sheriff's Office
- $1 million request to begin the design and engineering of the new County Administration building
- $1.4 million request for Center Hill Bridge

The following appropriation requests should have been granted:
- $6 million for continuation of Sheriff's Administration building
- $7.5 million for new Fire Station #1
- $550,000 for EMS Breathing Apparatus
- $1 million for Pioneer Park

Commissioner Flores discussed the Center Hill Bridge Project, noting that Mosaic is the primary landowner past the bridge. He suggested that perhaps the Board should consider whether the Center Hill Bridge should be closed and become a dead-end road rather than repairing the bridge.

County Manager Atchley acknowledged that this is an option, and the Board could consider whether this would be the best option.

Director Simpron explained that the County has already received money for College Hill Bridge and there is still money with a balance of $195,000 from the original State appropriation. He noted that he has applied for USDA (United State Department of Agriculture) federal funding as another option for funding the Center Hill Bridge Project and is waiting for a response.

County Manager Atchley noted that the County could go in any direction regarding the Center Hill Bridge.

Commissioner Flores inquired about what the surrounding community members are saying regarding these bridges.

Commissioner Meeks acknowledged that she has had a couple of complaints and a discussion with residents would be a good idea.

Chairwoman Wyatt noted that she has received both complaints as well as suggestions to just close the bridge/road. She acknowledged that it would be helpful to have some discussion with insight from both professionals and citizens who would be using the road.

County Manager Atchley noted that staff could begin working to coordinate a Community Engagement Workshop. He acknowledged that FDOT would like the project to be completed as quickly as possible as it has been in process for a long time.

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

14. COUNTY ATTORNEY

County Attorney Johnston had nothing to report at this time.

15. OTHER BUSINESS

No other business presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

Commissioner Flores provided an update for the Board regarding the Heartland Regional Transportation Planning Organization (HRTPO). He shared that the board had met and discussed that funding is increasingly difficult to obtain. The HRTPO board discussed a unified verbiage for legislative funding applications.

Chairwoman Wyatt noted that a previous administration had discussed Desoto County's bus transportation system. She shared that multiple citizens have inquired about this possibility for Hardee and asked for an update on this from Commissioner Flores.

Commissioner Flores explained that he had inquired about a public transportation option to connect Bowling Green, Wauchula, and Zolfo Springs. He noted that a transportation plan had been discussed and gave a brief update stating that more conversations on the topic are needed in order to find a cost-effective solution.

Chairwoman Wyatt called for any further updates from Commissioners.

Commissioner Melendy informed the Board of a recent Community Traffic and Safety Team meeting expressing the need for public awareness in light of recent traffic related deaths.

Commissioner Melendy noted that he had anticipated a discussion of Klein Road during the meeting, but that the topic would have to be initiated by a Board member.

Assistant County Manager Baber noted that there had been a request to remove it as the representative could not be present at the meeting for discussion.

Commissioner Melendy inquired if the topic could be added to the agenda. County Attorney Johnston affirmed that it can be added to the agenda even though the motion was voted down. She noted there is nothing that prohibits it from being added to the agenda again.

Commissioner Flores expressed that if Hardee has any traffic areas of concern, these areas need to begin being discussed now as the process for acquiring funding is lengthy.

Director Simpron affirmed that the intersection of Highway 62 and County Road 663 is an area of concern; it was part of the Congestion Management HRTPO Project. FDOT has noted two areas of challenge: budget and right-of-way. He explained the FDOT response and suggestions for improvements.

Commissioner Flores asked if there was any update on the traffic light at the intersection of Highways 62 and U.S. Highway 17.

County Manager Atchley affirmed that FDOT is in the process of design and engineering for the installation of a signal light at this intersection. He noted that there are other locations for lights in the overall project; an additional project will cover the repaving of the road.

Director Simpron affirmed that there are two plans being reviewed: the signal at Highway 62 and U.S. Highway 17 and street lighting in various locations. He detailed for the Board the plan for street lighting and upcoming construction dates.

Commissioner Flores inquired about dates for work on Highway 66. Director Simpron gave a detailed response regarding the work on Highway 66, noted it had been expedited and would be accomplished by the end of the year.

Director Simpron gave detailed updates on other resurfacing and sidewalk projects in the County. He affirmed that the resurfacing programs for FDOT do not happen often (once every 15-20 years) and now is the time for discussions on the work needed.

Commissioner Melendy affirmed the need for lighting at REA Road and inquired about the lighting at Highway 62. He raised the issue of a need for a reduced speed limit through Wauchula and the need for a safety evaluation.

Director Simpron affirmed that FDOT needs to work closely with the city of Wauchula so that the public is in favor of and support of the safety improvements. He reaffirmed that the lighting at REA Road and Maxwell Road is part of the upcoming project for 2025.

Commissioner George shared with the Board that she attended a Career Source Heartland meeting the day before. Their goal is to provide training and employment assistance to Hardee County among others. Funding continues to be reduced on a state level. Commissioner George's intention is to ask the Career Source Heartland director to make a presentation to the Board regarding the concerns and how to draw attention to this need.

Chairwoman Wyatt called for any further comments.

Commissioner Flores noted that U.S. Highway 17 is pretty free-flowing and until it has increased traffic congestion like U.S. Highway 27 there may not be a need for or acceptance of things like narrowing of lanes or creating parking spaces along the road as a means of slowing down traffic.

Chairwoman Wyatt inquired if Sheriff Crawford had anything to share. Sheriff Crawford declined.

17. REMINDERS

- June 24, 2024, at 1:00 p.m. - Cracker Trail Museum 57th Anniversary Celebration
- June 25-27, 2024 - FAC Annual Conference
- June 27, 2024, at 9:00 a.m. - Hardee & Peace River Soil and Water Conservation Districts Quarterly Meeting at the Extension Service Office
- July 4, 2024, - County Offices Closed for Independence Day
- July 15, 2024, at 8:30 a.m. - BOCC Workshop
- July 16, 2024, at 8:30 a.m. - BOCC Budget Workshop
- July 17, 2024, at 8:30 a.m. - BOCC Budget Workshop
- July 18, 2024, at 8:30 a.m. - BOCC Meeting

18. ADJOURNMENT

With no further business, the meeting was adjourned at 10:26 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

July 15, 2024, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

3. PUBLIC PORTION FOR NON-AGENDA ITEMS

Chairwoman Wyatt called for any public comment on non-agenda items. None given.

4. BUSINESS AGENDA

A. Operations/Construction Project Manager - Road & Bridge Department Presentation:

Road & Bridge Operations/Construction Project Manager, Kara Davis, informed the Board of the Local and State Agency Collaboration Project of the Year for the 2024 award received by the Road & Bridge Department for the College Hill Bridge Replacement Project.

County Manager Atchley commended the Road & Bridge Department on their work and subsequent receipt of the award.

Chairwoman Wyatt called for any comments from the Board.

Commissioner George and Commissioner Flores commended the department on their hard work.

Chairwoman Wyatt noted that most of the department worked on the project and affirmed this recognition for their hard work.

Director Simpron expressed that this award would be featured in the July/August edition of the *National Road & Bridges Magazine.*

Chairwoman Wyatt expressed her congratulations to Director Simpron, Road & Bridge Operations/Construction Project Manager Davis, and their team.

B. Peace River Center (PRC) Program Update:

Ms. Jessica Lawson, Peace River Center Director of Community Relations and Development, presented an update to the Board. She thanked the Board for sharing Peace River Center posts on Facebook and for their support of Ms. Mindy Lee at the Peace River Center Wauchula Office. Ms. Lawson noted that mental illness and health challenges are a pressing concern in all communities and highlighted the recruitment efforts for qualified counselors.

Ms. Lawson invited the Board to reference the handout showing all of the mental health services provided and noted that an additional counselor has joined the Wauchula Office. Ms. Mindy Lee at the Wauchula Peace River Center Office did over 70 community events in the last fiscal year to help raise awareness of the services provided by PRC.

Ms. Lawson informed the Board that funding for a new domestic violence shelter in Sebring has been received and the project will be underway soon.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Commissioner Flores expressed his thanks for the work of Peace River Center and highlighted its importance to the community.

Commissioner George thanked Ms. Lawson for the work Peace River Center does through social media to get the word out.

Chairwoman Wyatt noted that Ms. Mindy Lee is dedicated to her role and very present in the community.

Ms. Lawson shared with the Board that Ms. Mindy Lee received an award for Victim Services Advocate of the Year.

Chairwoman Wyatt thanked Ms. Lawson for her update.

C. CliftonLarsonAllen, LLP - Audit Presentation:

Mr. Brian Quinlin, Signing Director with CliftonLarsonAllen, presented the audit to the Board in two parts: Financial Statement Overview and Results and Procedures. Mr. Quinlin began by thanking the Board, County Manager Atchley, the Clerk and other Constitutional Officers.

Financial Statement Overview - Mr. Quinlin noted this is the statement of net position, which is a high-level overview of essentially the County's balance sheet for all Constitutional Officers. He requested the Board take a look at the management discussion and analysis before deciding which individual statements to consider more closely. Mr. Quinlin highlighted with a brief explanation the current and other assets ($35.1 million in cash, $4.6 million in amounts due, i.e., grants and taxes, current and other liabilities, including services and goods related to FY 2023, and long-term debt of $43.8 million). He noted the majority of long-term debt is the net pension HIS plan and FRS. Assets minus liabilities shows about $67.8 million of net investment in capital assets; $16.7 million of this is restricted (most of that is the Economic Development Authority, which is a special revenue fund on the County financial statements and transportation money).

Mr. Quinlin reviewed a snapshot of the general fund including revenue and expenditures. He noted that timing of projects affects these numbers as some grants or disaster relief are paid out at later dates. Overall, at year end the budget end balance is ahead by approximately $10 million. The County's fund balance policy was highlighted with the caveat that the County is awaiting FEMA (Federal Emergency Management Agency) reimbursements. Mr. Quinlin reviewed the Enterprise Funds for various departments.

Results and Procedures - In addition to the Financial Statements Audit, a Federal Compliance Audit, a State Single Audit, and an examination of investment procedures were completed. The Report on Internal Control revealed four findings. Mr. Quinlin reviewed these findings, noting that some related to needed financial statement adjustments. One of the adjustments related to the fraudulent theft in the Clerk's Office; controls have been put into place since the event occurred. These findings have been presented to management and the Clerk's Office and recommendations were shared and accepted.

Mr. Quinlin reviewed the findings from the Report on Compliance with Major Federal Programs and State Projects. The Disaster Grant Public Assistance (FEMA) was tested along with the Small County Road Assistance Program. There were no issues found with those.

No comments or concerns were conveyed in the Management Letter.

The Independent Accountants Report is an unmodified opinion issued for examination of the Board of County Commissioner compliance with Florida Statute 218.415 regarding investment policies and Statute 365.162 regarding expenditure of the E911 funds. No issues were noted with these reports.

In addition to today's report, the Statement of County Funded Court-Related Functions was audited and issued in January 2024, as well as the Statement of Receipts, Disbursements and Balance for the Landfill Management Escrow Report due by March 31st. Audits were also conducted for other Constitutionals.

Mr. Quinlin directed the Board's attention to the Required Communications document and briefly reviewed the documents contained within it.
Chairwoman Wyatt called for any questions or comments from the Board.

Commissioner Flores made a comment regarding the Enterprise Funds. Mr. Quinlin reviewed the Operating Loss for these funds and provided a more detailed explanation. Commissioner Flores expressed his appreciation for the information and that the Wauchula Hills Wastewater and related information was being addressed and considered.

Commissioner George expressed her thanks and appreciation for the report.

Chairwoman Wyatt noted that her questions related to Disaster Funds and Wauchula Hills Wastewater were addressed during the presentation. She expressed her appreciation for the presentation and report from the auditor's point of view.

D. Certificate of Compliance for the *Klein 40 Acre* Minor Subdivision:

Community Development Director, Todd Miller, presented an application to the Board noting it has previously come before the Board. The request is to subdivide the 40-acre parcel into 4 ten-acre parcels with public road frontage on the west side of Klein Road. The zoning and future land use designation are A1 Agriculture as are all adjacent parcels. Each parcel would have over 300 feet of public road frontage. Water and wastewater will be provided via private well and septic; none of the parcels are located in a floodplain.

Director Miller noted that a question at the previous meeting involved the property owner's plans with neighboring properties to the north; the applicant owns approximately 160 acres to the north. His future plans involve potentially developing these into similar subdivision parcels if the proposed subdivision proved marketable.

Klein Road is an unpaved county-maintained road and as a condition of approval, staff is recommending that any future development on the subject road, which results in significant development per the definition thereof in Florida Statues 335, will require road improvements including paving in compliance with all county road standards. The applicant was in attendance at the meeting to answer any questions.

Chairwoman Wyatt reminded the Board of the previous questions and concerns regarding the use of the property and road conditions. She confirmed that the applicant met with Director Miller and Assistant County Manager Baber to discuss these issues.

Chairwoman Wyatt called for any questions or comments from Commissioners.

Commissioner Flores asked for clarification regarding the future development and subsequent paving of the road.

Director Miller explained that if the applicant wanted to develop the additional 160 acres that paving would be necessary to accommodate the traffic. He affirmed that paving is not a requirement for the current application and subdivision of the 40-acre parcel.

Commissioner Flores asked for more information regarding the threshold for daily trips and paving of a road. Director Miller responded to this request.

Chairwoman Wyatt inquired if the cost would be to the taxpayer or the developer to pave the road in connection with future development. Director Miller affirmed that the cost would be the responsibility of the developer.

Commissioner Flores noted that previous discussion and concerns that questioned the type of development for the lots and if they would be single family residences or multi-family developments. Director Miller noted the applicant indicated that the parcels would be single-family developments.

Chairwoman Wyatt invited the applicant to address the Board.

Mr. George Pantuso stated his intent is for the parcels to be used as single-family residences.

Commissioner George inquired about his vision for the residences.
Mr. Pantuso indicated single-family homes with room to keep a horse if desired and live in the woods.

Chairwoman Wyatt expressed her thanks and appreciation to the applicant.

E. Certificate of Compliance for *Murcott's Subdivision* Minor Subdivision:

Community Development Director, Todd Miller, informed the Board of a minor subdivision request to subdivide a 28-acre parcel into five new five-acre parcels. Director Miller detailed for the Board the specific location of the property, noting it has never been subdivided; the land is in the A1 Agricultural Zoning District and has an Agricultural Future Land Use designation. Each parcel would have over 200 feet of public road frontage. Water and wastewater will be provided via private well and septic; none of the parcels are located in a floodplain. Traffic generation for the five parcels would be approximately 50 daily trips.

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

Chairwoman Wyatt inquired if the parcels would be for single-family homes. Director Miller noted this is the applicant's intent for the property.

F. Resolution 2024-54 - Major Special Exception - Mosaic Fertilizer, LLC (Mosaic), Borrow Pit:

Community Development Director, Todd Miller, presented a Major Special Exception request from Mosaic Fertilizer, LLC, to construct a borrow pit totaling five acres on a 320-acre parcel in the A1 Agricultural Zoning District. The property is located on the south side of East County Line Road between Maude Road and Old Town Creek Road.

Director Miller reminded the Board that the property was a former dairy and the applicant has previously applied for a Special Exception for a Pipe Extrusion Facility on the property. Per the Florida Department of Environmental Protection (FDEP), the five existing dairy ponds on the property need to be reclaimed; therefore, to develop the borrow pit needed for reclamation, the applicant is submitting this request.

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

Commissioner Flores inquired as to the purpose of the borrow pit.

Director Miller explained that the fill from the borrow pit would be used to fill in the five existing dairy ponds. He noted that this property is near, but not located within the South Fort Meade Extension Corridor for mining.

Chairwoman Wyatt inquired if Mr. Bo Conerly was present on behalf of Mosaic and if he wanted to add anything to the presentation. She confirmed with Mr. Conerly that the borrow pit is a requirement of FDEP. Mr. Conerly affirmed this is a requirement of the State and a part of the process for remediating dairy ponds. He detailed the process of excavation and fill for the Board. Mr. Conerly confirmed that the property is outside of the boundary for the South Fort Meade Extension.

G. Resolution 2024-53 - Hardee County Commerce Park Extension Subdivision Request to Vacate Lot 28:

Community Development Director, Todd Miller, presented an applicant-initiated request to vacate a portion of Lot 28 of the Hardee County Commerce Park. He informed the Board that the Industrial Development Authority (IDA) is specifically requesting to vacate the southern 15.6 acres of Lot 28. The entire lot totals 25.6 acres. The northern 10 acres on Commerce Loop has an existing single-family home on it. The southern portion has a significant amount of flood and wetlands due to the presence of Hog Branch. Approval for the plat was given in 2023, but the property owner does not intend to utilize the 15.6 acres for commercial or industrial development. The property owner is in negotiation to sell the 15.6-acre portion to neighboring property owners, but must first vacate the property and request a rezoning.

Chairwoman Wyatt as the IDA Liaison informed the Commissioners that this property would not be utilized for industrial business due to the presence of wetlands.
Chairwoman Wyatt opened the floor for any questions or comments. None given.

H. Ordinance 2024-04 - Rezone for Hardee County Industrial Development Authority (IDA):

Community Development Director, Todd Miller, noted that this property is the same as the previously discussed agenda item. In order to facilitate the sale of property for residential and agricultural purposes, the property must be rezoned from Commercial Industrial Business Center to F-R Farm Residential.

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

I. Ordinance 2024-05 – A1 Ag Services of Wauchula Request to Rezone Land Parcel:

Community Development Director, Todd Miller, presented the rezoning request for a 1.7-acre portion of a larger 14-acre parcel. The applicant is A1 Ag Services of Wauchula. Director Miller detailed the location of the 1.7-acre portion on the north side of State Road 64. The property is currently zoned A1 with a Rural Center Future Land Use designation, but could be sold if rezoned to F-R Farm Residential. Director Miller detailed the background of the request to the Board, noting that the larger remaining portion of the parcel would have public road access. The larger 12-acre portion has already been joined to another adjacent parcel (owned by the applicant) with public road frontage on Dena Circle. Director Miller noted that staff conferred with the County Attorney to reach this course of action.

Chairwoman Wyatt called for any questions or comments from the Board. She noted that the situation is complicated and questioned if the surrounding residents had been notified.

Director Miller noted that he was unsure whether the notifications were in reference to the 1.7-acre portion or the larger 12-acre parcel. He confirmed that there had been no response to notifications from residents.

Commissioner Flores inquired if the request is to split the 1.7-acre portion. Director Miller clarified that the split can be done administratively. The request is to rezone the 1.7-acre portion to F-R Farm Residential, which would then allow for the administrative split, and Director Miller affirmed that there are other properties with the F-R Farm Residential zoning in the area.

Commissioner George clarified that the property in question is off of Ralph Johns Road not Ralph Jones Road as stated in the presentation. Director Miller clarified that the property has access only off of State Road 64 West and it is east of Ralph Johns Road.

Chairwoman Wyatt called for any other questions or comments.

J. Certificate of Compliance for *HBH Farms* Minor Subdivision:

Community Development Director, Todd Miller, presented a request for a minor subdivision from the applicant, HBH Farms. The property is located off County Road 665 on a paved section of road. It is zoned A1 with an Agricultural Future Land Use designation. The applicant would like to split the 40-acre property into four 10-acre parcels; it has never been subdivided. Each parcel would have over 300 ft of public road frontage. No new parcel would be entirely within a floodplain and all parcels would be serviced by private well and septic.

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

K. Resolution 2024-56 - Renewal of a Certificate of Public Convenience and Necessity (COPCN) for Rapid Response Medical Transportation, LLC:

Hardee County Public Safety Director/Hardee County Fire Chief, Casey Dasher, presented a COPCN Renewal for Rapid Response Medical Transportation. They have been operating in the County for one year now; Chief Dasher noted they have good working relationships with the Advent Health team and the EMS Providers. Staff have verified their certificates, licensures, and insurance.

Chairwoman Wyatt questioned if this is an annual renewal.

Chief Dasher confirmed this contract is to be renewed annually and explained the validation and verification process.

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

L. Resolution 2024-57 - Certificate of Public Convenience and Necessity for Positive (COPCN) Mobility, Inc., DBA Elite Medical Response:

Public Safety Director Dasher noted this is a COPCN and explained that Positive Mobility was recently acquired by Elite Medical Response. According to Florida Statute, when a business changes hands the COPCN must be renewed. Staff have verified the necessary certificates, licensures, and insurance.

Director Dasher explained that the primary business purpose for Elite Medical Response is to transfer patients from Highlands County into Hardee County for rehabilitation services.

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

M. Orange Data Service Agreement:

Assistant County Manager Baber explained that the purpose of the agreement is for Orange Data to provide lien services for the County. He noted this is a no-cost item for the County. The County currently charges $50 for this service; $30 would go to the County and $20 to the provider. Under the agreement Orange Data Services would assume all liability; the service would be entirely cloud-based. Fees would be waived for resident lien property searches.

Chairwoman Wyatt called for any questions or comments.

Chairwoman Wyatt confirmed that the cost is $50 per lien search. She inquired if there are any fees in addition to the $20 portion of the fee retained by the provider. Mr. Baber confirmed there would be no additional fees.

N. Hardee County Logo and Website Update:

Parks, Rec, & Marketing Manager, Stacy Smith, informed the Board that the County logo choices have been narrowed down to two. She explained that both logos are modern versions of the current logo and detailed each of the logos for the Board.

Chairwoman Wyatt called for any questions or comments.

Commissioner George noted her preference for orange and blue.

Commissioner Flores inquired about the current logo. County Manager Atchley reminded the Board that the County seal is currently used as a logo; the County seal will not change. The proposed logos are to be used only for marketing purposes.

Manager Smith explained that the logo options previously brought before the Board had been revamped with a more "modern, clean feel." She affirmed that the seal would continue to be used in addition to the new logo.

County Manager Atchley reminded the Board that previous logo options brought before the Board incorporated more of the seal, but the Board did not choose these options, so staff continued the search. These suggestions reflect the forward movement of the County.

Chairwoman Wyatt expressed her support for using the new logo as opposed to the seal. She expressed her support for Option 2 and asked that the input of Commissioners Melendy and Meeks be included in the discussion.

Commissioner Flores expressed that Option 2 would also be his choice if the water was at the bottom instead of across the letter H.

Manager Smith noted that this feedback can be taken to the marketing firm.

County Manager Atchley noted that this item would be on the next meeting agenda.

Manager Smith presented the in-process design of the new County website and explained the new features. She noted that the Clerk's Office is working with the same design firm and there will be uniformity between the two new websites.

Commissioner George expressed her excitement for the new forward movement and appreciation for the hard work.

Chairwoman Wyatt noted that the new websites will be both modern and user-friendly.

O. Community Updates:

Parks, Rec & Marketing Manager, Stacy Smith, presented the current community updates, noting that the new website would have the capability of users clicking on the website to view related flyers and information for community events:

- Summer Break Stop mobile unit providing free meals for kids and teens - Monday, July 15 and 22
- Hardee County Budget Workshop at 8:30 a.m. on Tuesday, July 16 and Wednesday, July 17
- Hardee Help Center Food Outreach Program every Tuesday until August 6, 2024.
- Community Traffic Safety Team meeting on Wednesday, July 17, at 10:00 a.m., at Hardee Help Center
- BOCC Regular Meeting on Thursday. July 18, 2024, at 8:30 a.m.
- Hardee County Public Library movie Alice in Wonderland on Friday, July 19, 2024, at 11:00 a.m.
- Heartland Events sponsoring Hardee Market from 10:00 a.m. - 2:00 p.m. on Saturday, July 20, 2024
- Kids Art Day Camp by Art for the Heart Studios on July 22 - 26, 2024
- Heartland Youth Night of Worship at Heartland Events on Thursday, July 25, 2024
- Hardee County Public Library movie Meet the Robinsons at 11:00 a.m., and Mr. Peabody & Sherman at 2:00 p.m. on Friday, July 26, 2024
- Hardee County Fire Rescue and Big Brothers Big Sisters Second Annual Community Bookbag and School Supply Give Away from 1:00 p.m. to 4:00 p.m. on Saturday, July 27, 2024
- Hardee County BOCC workshop on Thursday, August 1, 2024, at 8:30 a.m.
- Hardee County Chamber of Commerce hosts the Political Candidate Forum from 5:00 p.m. to 9:00 p.m. at the Hardee Civic Center on Thursday, August 1, 2024
- 5th Annual First Responders Appreciation Day on Friday, August 2, 2024
- Hardee County Sheriff's Office Teen Driver Challenge on Saturday, August 3, 2024, from 8:00 a.m. to 4:00 p.m.
- Household Hazardous Waste Program at the Hardee County Landfill on Saturday, August 3, 2024, from 8:00 a.m. - 12:00 p.m.
- Drug Free Hardee Symposium on Tuesday, August 6, 2024
- Back to School Wildcat Tailgate hosted by Main Street Wauchula on Friday, August 9, 2024, from 6:00 p.m. - 8:00 p.m.
- School Resumes on Monday, August 12, 2024

Chairwoman Wyatt called for any questions or comments.

Commissioner George noted that she currently does not see any events posted on the County website. Staff confirmed that it should be visible on the website.

Chairwoman Wyatt recessed the meeting at 10:01 a.m.
Chairwoman Wyatt reconvened the meeting at 10:11 a.m.

P. Construction Manager at Risk (CMAR) Service Agreement with Ajax Building Company, LLC (Ajax), for the EOC (Emergency Operations Center) Building:

Public Works Director/Assistant County Manager Simpron reminded the Board that they had previously approved to proceed with the CMAR Service Agreement on June 20, 2024. Fee rates were provided by Ajax on July 2, 2024. These rates have been determined by the County and FDOT (Florida Department of Transportation) to be fair. Official approval of the service agreement will be requested at the next BOCC meeting. The County Attorney is currently finalizing the contract.

Chairwoman Wyatt drew the Board's attention to the rate chart and called for any questions or comments. None noted.

Q. Resolution 2024-58 - Purchase of U.S. Highway 17 Parcels for the Hardee County Sheriff's Office Administrative Building:

Public Works Director/Assistant County Manager Simpron January 19, 2024, the BOCC authorized the County Manager to engage in negotiations to purchase two properties along U.S. Highway 17. The County has been approved for State Appropriations Funding for the purchase of property and the design and construction of the Hardee County Sheriff's Office Administrative Building. Per Florida Statute, two appraisals have been conducted; the County surveyor has completed the boundary and coordinated with Justin Smith from the IDA (Industrial Development Authority). The County is ready to close on the earliest date of July 25, 2024, or by August 13, 2024, at the latest. Mid South Title is preparing the closing documents for the County to sign.

Chairwoman Wyatt confirmed with Director Simpron that the four facilities will be completed in phases. The funding received from the State is only for the Sheriff's Office Administrative Building.

Commissioner Flores confirmed that the property is being purchased from the IDA, who had initially purchased the property to secure it. Commissioner Flores asked for clarification regarding the appraised value and the purchase price. County Manager Atchley confirmed the two are in the "same ballpark" and provided additional related information.

R. Piggyback Agreement with Mid-Florida Diesel:

Capital Project Manager, Bobby Keene, reminded the Board of an existing Piggyback Agreement with Mid-Florida Diesel and the City of Lakeland. This contract handled maintenance for County generators and has been a financial savings for the County. Hardee County anticipated that this contract would also cover the installation of new generators as well as relocation of generators; however, this is not clearly stated in the contract. Mid-Florida Diesel noted a similar issue in a contract they have with Hernando County and that this was corrected via addendums to the contract, which included changing the scope of work and amending the fee schedule.

Manager Keene provided details on amending the fee schedule, noting that the County has several grant funded projects in the works that utilize Mid-Florida Diesel's pricing and purchase agreement for the Florida Sheriff's Association. Manager Keene provided details on the timeline and pricing, noting it would have no effect on the current piggyback with the City of Lakeland regarding maintenance.

Chairwoman Wyatt called for any questions or comments.

Commissioner Flores clarified that the contract was for three years with additional one-year periods. Manager Keene noted that the contract included two additional one-year periods for a total of five years.

Commissioner Flores asked for information regarding cancellation periods. Manager Keene noted this was clearly identified in the Hernando County Contract.

Commissioner George and Chairwoman Wyatt expressed their appreciation for the work done and money saved for the County.

S. Capital Budget Amendments:

Budget Manager, Diane Moore, directed the Board's attention to the Operating Amendments. She noted that $6.6 million was prepaid for the Communication Tower Grant in January 2024. The agreement requires the County to return all accrued interest on the prepayment to the State. The amendment reflects this amount.

The second Operating Amendment is the Cancer Decon (Decontamination) Equipment and reflects the true-up of this grant.

Manager Moore reviewed the Capital Amendments, noting that they reflect the need to true-up grants, increasing available grants for the IDA Torrey Trails Project, increasing the Water Capital Line and the Wastewater Capital Line. She provided detailed amounts for these amendments.

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

T. Resolution 2024-55 - Road Vacation for Norris Road:

Ms. Tara Robertson introduced herself as the new Right-of-Way Agent. She presented the road closure of a portion of Norris Road on behalf of Mosaic Fertilizer, LLC, detailing the length of road being closed and noting that all utilities have given consent. It will be used for agricultural operations.

Chairwoman Wyatt called for any questions or comments.

Commissioner Flores confirmed that Norris Road is a dead end, and that Mosaic Fertilizer, LLC, owns all the surrounding parcels. Right-of-Way Agent Robertson affirmed this to be true.

Chairwoman Wyatt called for any further business or comments.

County Manager Atchley informed the Board of an issue with the roof leaking on the building occupied by the State Attorney's Office. The County has engaged in emergency repair operations for the roof; the extensive repairs will cost $36,500 and should extend the life of the roof for another five years at which time the building will likely not be needed or in existence.

County Manager Atchley noted that there has been an increase in discussion and opportunities pertaining to minor subdivisions and with that comes questions from the Commission in knowing how to best move forward. County Manager Atchley asked the Board to consider a temporary moratorium on minor subdivisions accompanied by in-depth study and internal conversations with the Board, County staff, and the County Attorney, etc., for the purpose of clarifying any questions regarding how to move forward with minor subdivisions.

The County Manager informed the Board that the temporary moratorium would be an agenda item at the next BOCC meeting. Chairwoman Wyatt confirmed with Commissioner Atchley that he would inform Commissioner Melendy and Commissioner Meeks.

Commissioner Flores acknowledged that there have been concerns and questions related to minor subdivisions, specifically, regarding lots on smaller roads that need to be updated. He agreed that he would like to participate in discussions on this topic, but his concerns were related to specific corridors that could be a higher density regarding future water and sewer, specifically, Florida Avenue and Polk Road.

Commissioner Flores expressed that if a moratorium was placed on minor subdivisions, he would want the conversations to happen quickly so the moratorium could be lifted.

County Manager Atchley expressed agreement with this while also noting that the County is responsible for providing the right level of services to citizens in the future. Therefore, there is a need to discuss the best path forward.

Commissioner George shared her agreement with the need for a moratorium and discussion, but affirmed that it needed to be done quickly. She agreed that housing and industry are needed, but also need to be done with preparation and caution.

Chairwoman Wyatt called for any further comments.

Public Works Director Simpron expressed his support for embracing growth responsibly by making sure that roads and services are accessible in public and private capacities.

5. ADJOURNMENT

Chairwoman Wyatt adjourned the meeting at 10:36 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

MINUTES

Hardee County Board of County Commissioners

BUDGET WORKSHOP

July 16, 2024, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

3. COUNTY BUDGET PRESENTATION

County Manager Atchley addressed the Board and provided a statement that drew the Board's attention to its previous achievements, vision planning, and initiatives put in place to help change and move the County forward for the better. He noted today was the day for the Board to discuss those opportunities, the County would "only get better through change and would not "change by chance," and the keys to the County's success was for the Board to focus on its goals for success and not the obstacles to change. County Manager Atchley requested the Board give very careful deep consideration to the budget being presented.

Assistant County Manager Baber, Budget Manager, Diane Moore, and Grants Manager Director, Lorie Ayers, presented following to the Board:

A. Fiscal Year 2024-2025 Recommended Budget Presentation – Building a Stronger Hardee County:

- **Agenda:**
  - Opening comments
  - Ad valorem and budget summary
  - Constitutional Officers
  - Judicial agencies
  - Budget overview
  - Review fund budget summaries
  - Total budget – millage rate, capital summary, contingencies, reverses, and fund balance
  - Fire control and solid waste assessments
  - Closing comments
  - Board discussion and direction to staff
- **Overview of the Fiscal Year 2025 Budget:**
  - As this overall budget has increased, it is crucial to understand why it will yield positive results for our community
  - **Strategic investments –** this budget allows us to invest in areas critical for long-term growth, such as infrastructure improvements, workforce development, and economic development initiatives
  - **Grant leverage –** the substantial increase in grant funding empowers us to stretch our resources further
  - **Responsible budgeting –** this budget prioritizes responsible spending while ensuring we have the resources needed to deliver essential services and maintain a high quality of life for our residents
  - **The Fiscal Year 2025 Budget represents a thoughtful and strategic approach to our community's future**

- **Highlights:**
  - Increase from FY 2024 due to increases in grant revenue, state revenue projections, and property values
  - Total budget - $143,775,614
  - 22 percent increase - $31 million
  - 10.1 percent ad valorem - $2.3 million
  - State revenues - $5.9 million
  - Grants - $68 million
- The total proposed 2025 budget sits at $143,775,614
- Key components:
  - **Grants - $68,225,393:**
    - This substantial increase in grant funding allows us to invest in crucial projects without placing an undue burden on our local taxpayers
  - **Constitutional Officer requests - $19,542,069:**
    - These expenditures ensure we fulfill our obligations to essential services
  - **Total BOCC operating budget - $56,008,152:**
    - This core budget reflects our commitment to maintaining efficient daily operations while allowing for strategic investments in our workforce and infrastructure, as previously discussed
  - Comparisons:

Total Proposed 2025 Budget	$143,775,614
Grants	-$68,225,393
Constitutionals Requests	-$19,549,028
Total BOCC Operating Budget	**$56,001,193**
FY 2022 Total Adopted Budget	$64,248,656
FY 2020 Total Adopted Budget	$45,131,109

- **Constitutional Officers:**
  - **Hardee County Sheriff, Vent Crawford - Request:**
    - FY 2023-2024 adopted allocation - $13,979,022
    - FY 2024-2025 requested allocation - $15,161,107
    - Increase - $1,182,085
    - E911:
      - FY 2023-2024 adopted allocation - $252,983
      - FY 2024-2025 requested allocation - $576,130
      - Increase - $323,147
    - Sheriff's Office Budget Breakdown – Law Enforcement:

Services	23/24	24/25	Increase
Personnel Services	$ 7,834,765.00	$ 7,840,330.00	$ 5,565.00
Operating	$ 1,163,020.00	$ 1,554,650.00	$ 391,630.00
Capital	$ 400,000.00	$ 475,542.00	$ 75,542.00
Total	$ 9,397,785.00	$ 9,870,522.00	$ 472,737.00

    - Sheriff's Office Budget Breakdown – Civil:

Services	23/24	24/25	Increase
Personnel Services	$ 477,662.00	$ 653,574.00	$ 175,912.00
Operating	$ 122,429.00	$ 121,000.00	$ (1,429.00)
Total	$ 600,091.00	$ 774,574.00	$ 174,483.00

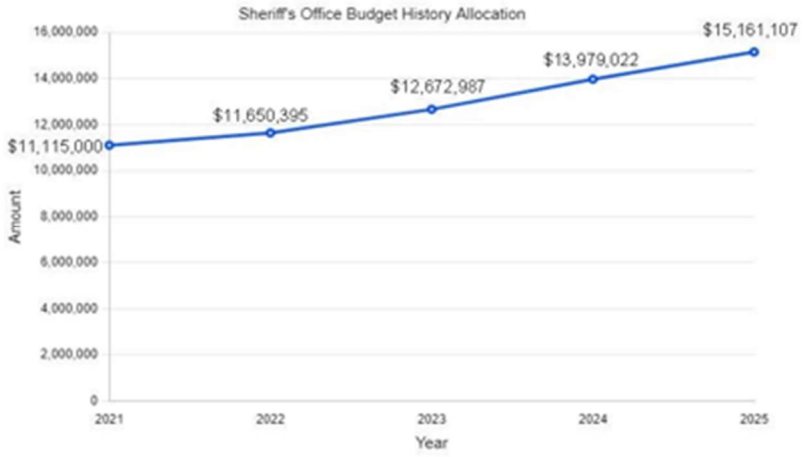
- Sheriff's Office Budget Breakdown – Corrections:

Services	23/24	24/25	Increase
Personnel Services	$ 2,984,150.00	$ 3,265,111.00	$ 280,961.00
Operating	$ 996,996.00	$ 1,250,900.00	$ 253,904.00
Total	$ 3,981,146.00	$ 4,516,011.00	$ 534,865.00

- Sheriff's Office Budget Breakdown – E-911:

Services	23/24	24/25	Increase
Personnel Services	$ 53,087.00	$ 306,289.00	$ 253,202.00
Operating	$ 199,896.00	$ 269,841.00	$ 69,945.00
Total	$ 252,983.00	$ 576,130.00	$ 323,147.00

- Sheriff's Budget History:



- E911 Sheriff's Budget History:



Chairwoman Wyatt called for Commissioner questions.

Commissioner Meeks requested more information concerning the large increase to the E911 Budget. Sheriff Crawford explained there were substantial changes to the E911 Statute, which changed from being E911 personnel specific to the entire system being allowed the use of 35 percent of the "back funds" for dispatch personnel.

Commissioner Meeks questioned whether any funds would be returned to the County and whether the requested funding allocation would cover all services and expenses. Sheriff Crawford noted there was not another retention and recruitment plan for the upcoming fiscal year, which was an extremely successful program, i.e., there were 22 open positions at the time and now there are four open positions.

Commissioner George requested more information regarding the increase in operating expenses. Sheriff Crawford explained the health insurance experienced a 119 percent loss, which translates to a major premium increase, along with the success of the recruitment and retention program.

Chairwoman Wyatt requested more information concerning the funding for other obligations. Sheriff Crawford explained the other obligations funding included retirement benefits and survivor benefits for a deceased deputy's family.

Chairwoman Wyatt noted fuel expenses would continue to increase and questioned the increase in the prisoner transportation expenses. Sheriff Crawford explained that the mandated out-of-state prisoner transports were over budget by approximately $2,000 to $3,000. Chairwoman Wyatt requested an explanation of the medical service maintenance contracts increase of $169,000 for the record. Sheriff Crawford noted the contract was with Advent Health for medical and administrative services for 159 prisoners, which was an increase from 89 prisoners.

Chairwoman Wyatt noted the cost of food for the prisoners increased $62,000, which was an expected increase just as fuel was an expected increase.

Commissioner Melendy noted Sheriff Crawford had the authority to allocate funding for his budget, so his concern was focused on the total amount of the budget, which had increased from $11 million to $15 million over four years. He was a proponent of a percentage increase in budgeting, which meant if the real property taxes were increased, then the Sheriff's Office would receive a percentage of that increase and was fully aware of the importance of public safety to the citizens. Sheriff Crawford noted the percentage increase to his budget was 5.54 percent and the Cost-of-Living Adjustment (COLA) was 4.1 percent, explaining the situation was one of all expenses having increased in the last four years, and if there had been another possible solution it would have been put into practice.

Commissioner Flores requested more information concerning the increase from $53,000 to $190,000 to the E911 salaries. Sheriff Crawford explained the law concerning use of the E911 funding change and a portion of the previous years' funding was utilized for 35 percent of the E911 Telecommunicators' salaries.

Commissioner Meeks noted the excess fees, which are generated through the Sheriff's services, such as fingerprinting, were difficult to understand, reviewed the previous years' returned amounts, and questioned if Sheriff Crawford had an estimate of returned fees being $1 million for the current year, then why did the budget request include the million dollars that were considered excess fees. Sheriff Crawford noted public safety issues could occur, such as Hurricane Ian,

and a prisoner could have emergency medical issues that cost an excessive amount for care. Commissioner Meeks questioned how much of the budget was allocated to contingency issues that may or may not occur. Sheriff Crawford noted there was approximately $50,000 in contingencies. Commissioner Meeks noted considerably more than $50,000 was returned each year by the Sheriff's Office, everyone's intent was "to cut back," and questioned whether Sheriff Crawford's estimations were conservative. Sheriff Crawford noted "it would be good to know the exact amounts," but if the funds were needed for emergency situations, then the funds were available and any unused would always be returned to the County. Commissioner Meeks requested an estimation of the amount that would be returned to the County this fiscal Year. Sheriff Crawford noted approximately $1.3 million would be returned.

There was continued discussion concerning the percentage increase being requested, equipment, licenses, maintenance cost, and grant funding.

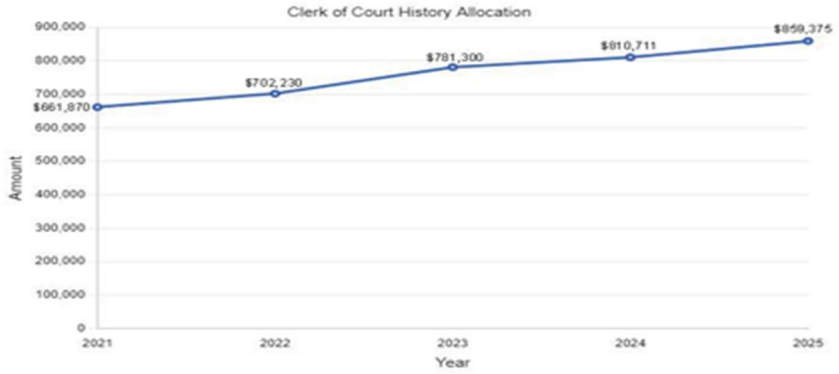
- **Clerk of Courts, Victoria L. Rogers – Request:**
  - Allocation:
    - FY 2023-2024 adopted allocation - $810,711
    - FY 2024-2025 requested allocation - $859,375
    - Increase - $48,664
  - Communications:
    - FY 2023-2024 adopted communications - $33,600
    - FY 2024-2025 requested communications - $39,600
    - Increase - $6,000
  - Clerk of Courts' Budget Breakdown Allocation:

Services	Board Acctg./Payroll	Other Govt./Recording	Total
Personnel Services	$ 662,180.00	$ 223,277.00	$ 885,457.00
Operating	$ 39,443.00	$ 31,994.00	$ 71,437.00
Granicus Legislative Management	$ 16,506.00	$ -	$ 16,506.00
Total	$ 718,129.00	$ 255,271.00	$ 973,400.00
Fees Budgeted			$ (114,025.00)
Total Requested			**$ 859,375.00**

  - Clerk of Courts' Budget Breakdown Communications:

Communications	Total	
Phone/Internet Service, Fax/Copier	$	29,015.00
Email Access	$	6,175.00
Website Maintenance	$	4,410.00
Total Request	$	39,600.00

  - Clerk of Courts' Budget History Allocation:



- Clerk of Courts' Budget History Communications:



Chairwoman Wyatt questioned whether the Clerk's website update that would coincide with the County's new website was included in the budget request. Accounting Manager, Lindsey Barwick, confirmed the Clerk of Courts new website was purchased with excess fees rather than returning the excess fees to the County and the new website's yearly maintenance fee of approximately $4,000 was included in the budget request.

Chairwoman Wyatt questioned whether the video livestreaming of the Board meetings were being updated. Assistant County Manager Baber explained there was $10,000 allocated in the Board's budget for upgrading the boardroom's microphone/sound system. Chairwoman Wyatt noted the Clerk of Courts' livestreaming system also contributed to the sound issues experienced during a live board meeting unless she was mistaken. Deputy Clerk Albritton explained the Board's microphone/sound system was connected directly into the Clerk of Courts' livestreaming equipment and any meeting's sound was solely provided by the Board's microphone/sound system. Assistant County Manager Baber agreed the online sound was difficult to hear and the funding was allocated to address the issue.

Commissioner Flores questioned whether the Constitutional Officer's budgetary information was included in the provided "budget books." Budget Manager Moore confirmed the Constitutional Officers' budgets were available in the budget books. Chairwoman Wyatt requested confirmation the Clerk of Courts' budget increase was approximately $48,664. Assistant County Manager Baber confirmed the increase was $48,664, plus a $6,000 increase in communications, which made the increase approximately $54,000.

Commissioner Flores questioned whether employee pay increases were included in the Clerk of Courts' budget. Accounting Manager Barwick explained that a 5 percent COLA (Cost-of-Living Adjustment) was included in the budgetary amount. Assistant County Manager Baber explained that the County provided the expected pay increase amount being presented for County employees to the Constitutional Officers, who then apply an equivalent increase to their budgets. Commissioner Flores requested the COLA amount for the County employees. Assistant County Manager Baber noted the COLA would be addressed later in the presentation, but the COLA amount is $1.00 per hour or 4 percent, whichever is greater.

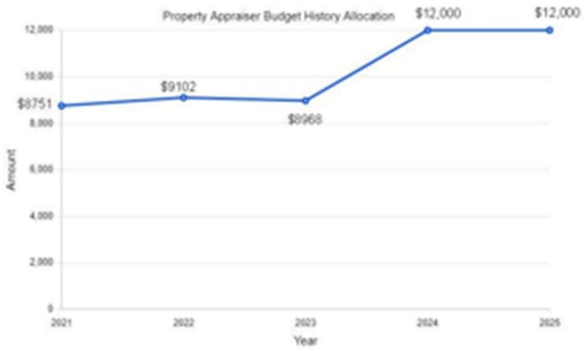
- **Property Appraiser, Kathy Crawford – Request:**
  - Allocation:
    - FY 2023-2024 adopted allocation - $1,067,807
    - FY 2024-2025 requested allocation - $1,274,371
    - Increase - $206,564
  - Postage:
    - FY 2023-2024 adopted allocation - $12,000
    - FY 2024-2025 requested allocation - $12,000
    - Increase - $0.00
  - Property Appraiser Budget Breakdown:

Services	23/24	24/25	Increase
Personnel Services	$ 878,157.00	$ 991,766.00	$ 113,609.00
Operating	$ 202,735.00	$ 216,673.00	$ 13,938.00
Capital		$ 50,000.00	$ 50,000.00
Non-Operating	$ 13,240.00	$ 33,240.00	$ 20,000.00
Total	$ 1,094,132.00	**$ 1,291,679.00**	$ 197,547.00

  - Property Appraiser Budget History Allocation:



  - Property Appraiser Budget History Postage:



Chairwoman Wyatt called for Commissioner questions.

Commissioner Melendy noted his continued support for percentage-based budget when the Property Appraiser's Budget has increased by approximately $400,000, which was nearly a 50 percent increase in four years, and wished the budget was more in line with the growth of the County.

Commissioner Flores questioned whether the elected officials could provide more information concerning the contributing factors to the increase.

Hardee County Property Appraiser, Kathy Crawford, remined the Board that the Property Appraiser's software was converted in 2021, for which a significant portion of the increase could be attributed to the conversion, in 2021 the Property Appraiser's Office was operating with three less employees, and for years the office had functioned with seven employees, which was frankly not enough employees. When Property Appraiser Crawford first took office the number of employees was ten and over the years the office has functioned with less employees to help lower the budget costs; however, at some point that the working environment wears on the employees. Two new employee positions were requested in the previous fiscal year, along with a new vehicle, which could also be attributed to the budget increase. Her office does its absolute best to be good stewards of taxpayer funds, but also must make sure the office is running as efficiently as possible. In addition, her office is posturing for a succession plan, which requires new employees to be in place a few years before the retiring employees are no longer employed, and there are four new employees that will train for the tedious responsibilities for appraising of properties. Since Property Appraiser Crawford first took office, the overall average increase has been 3.19 percent and reminded the Board that the Florida Department of Revenue closely scrutinizes her yearly budget before the budget is presented to the County.

Chairwoman Wyatt noted Property Appraiser Crawford did previously inform the Board a new vehicle would be requested this fiscal year and of the need to add employees.

Commissioner Melendy noted he did realize everyone was "doing their best," setting the County's yearly budget was difficult, raising taxes was not wanted by anyone, and questioned whether a COLA was factored into the budget. Property Appraiser Crawford confirmed a 3 percent COLA was included in the budget. Commissioner Melendy noted there was a 3 percent COLA, yet there was $113,000 for personnel services, which was an increase from $878,000 to $991,000, and explained as an increase in the number of employees.

- **Tax Collector, April Lambert – Request:**
  - FY 2023-2024 adopted allocation - $650,000
  - FY 2024-2025 requested allocation - $819,335
  - Increase - $169,335
  - Tax Collector Budget Breakdown:

Services	23/24	24/25	Increase
Personnel Services	$ 908,553.00	$ 948,526.00	$ 39,973.00
Operating	$ 128,691.00	$ 135,767.00	$ 7,076.00
Total	$ 1,037,244.00	$ 1,084,293.00	$ 47,049.00
BOCC Portion	$ 650,000.00	**$ 819,335.00**	$ 169,335.00

BOCC Portion based on historical percentage

Budget Manager Moore explained that the Tax Collector's Budget was based on the percentage of taxes collected each year, the Board's portion of the budget is fee-based, i.e., as property values increase the amount of taxes collected increase, and the County is paid a percentage of the amount of tax collected. The Board's portion of the total budget increased $169,000.

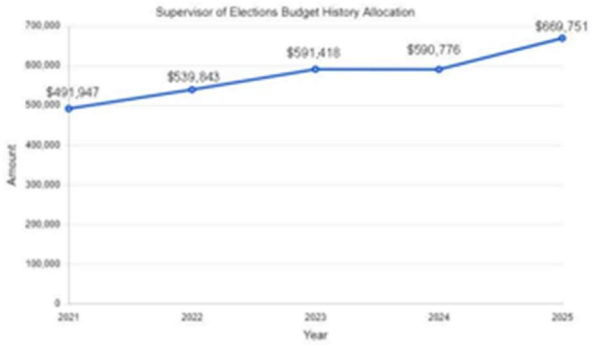
Chairwoman Wyatt questioned the large increase. Hardee County Tax Collector, April Lambert, explained the budget increase amount submitted by her office was $47,000, her office is based on nothing but fees, and noted any funds that were not collected could be included in her budget. Tax Collector Lambert thought the amounts shown on the chart included the billing for the increased amount in the tax roll. Chairwoman Wyatt questioned how many employees the Tax Collector's Office had. Tax Collector Lambert confirmed there were 10 full-time employees.

Commissioner Flores questioned whether a COLA increase was included in the budget. Tax Collector Lambert explained there was not a COLA increase included in her budget due to the State of Florida not having initiated an increase nor was a directive from the Board to include an increase given; therefore, the State will not approve a COLA increase to her budget.

- **Supervisor of Elections, Diane Smith – Request:**
  - FY 2023-2024 adopted allocation - $590,776
  - FY 2024-2025 requested allocation - $669,751
  - Increase - $78,975
  - Supervisor of Elections Budget Breakdown:

Services	23/24	24/25	Increase
Personnel Services	$ 353,385.00	$ 392,251.00	$ 38,866.00
Operating	$ 200,390.00	$ 240,500.00	$ 40,110.00
Non-Operating	$ 37,000.00	$ 37,000.00	$ -
Total	$ 590,775.00	$ 669,751.00	$ 78,976.00

  - Supervisor of Elections Budget History Allocations:



Chairwoman Wyatt requested Supervisor of Elections, Diane Smith, provide more information concerning her requested increase of $78,000. Supervisor Smith explained the previous year's budget request had forced her office to operate on a "very, very tight" budget and she was unsure of whether her office would be able to return any funding to the Board this fiscal year.

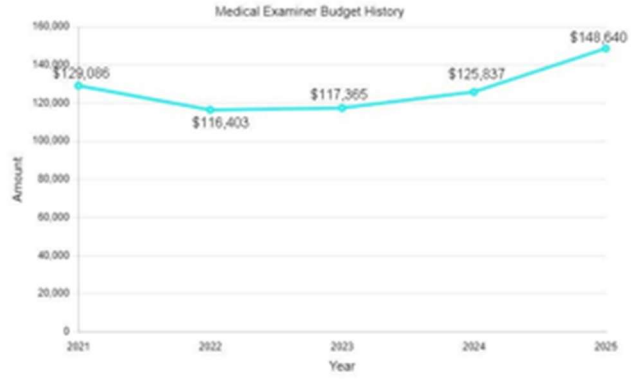
Supervisor Smith reviewed the following requests needed for the County:
1. Inclusion of a 3 percent COLA increase in the budget
2. Election workers' receiving a salary increase
3. Legal services cost was increased due to 2024 being an election year
4. Cost of IT services increased
5. Voter services

There was discussion concerning:
1. The overall amount of the budget increase
2. The need to maintain the voting equipment
3. The increase in postage costs due to the rising cost of postage
4. The correlation between a greater budget increase and the year an election occurs
5. The increase to the education line-item from $5,200 to $12,000 and Supervisor Smith's anticipation for current staff and election workers to attend training throughout the year

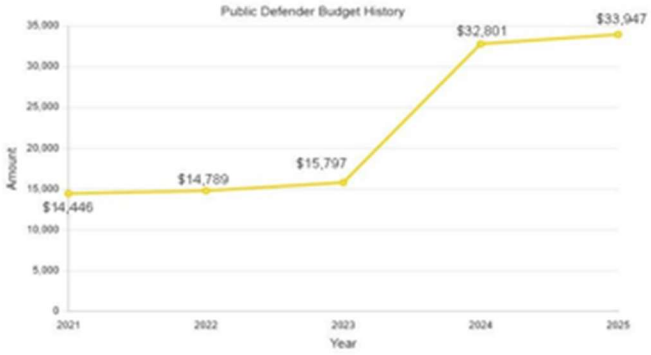
- **Judicial Agencies:**
  - Guardian Ad Litem:
    - FY 2023-2024 adopted allocation - $3,000
    - FY 2024-2025 allocation - $3,000
    - Increase - $0.00
    - Guardian Ad Litem Budget History:



- Medical Examiner:
  - FY 2023-2024 adopted allocation - $125,837
  - FY 2024-2025 allocation - $148,640
  - Increase - $22,803
  - Medical Examiner Budget History:

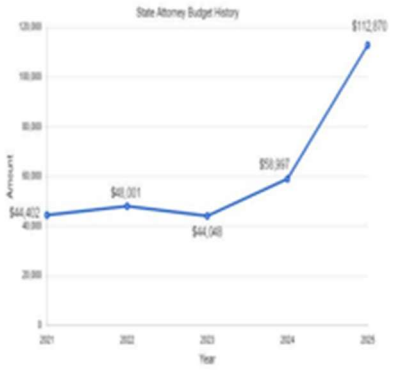


  - Medical Examiner serves Polk, Highlands, and Hardee Counties:
    - Hardee - 3.55 percent
    - Highlands – 14 percent
    - Polk – 82 percent
- Public Defender:
  - FY 2023-2024 adopted allocation - $32,801
  - FY 2024-2025 allocation - $33,947
  - Increase - $1,146
  - Public Defender Budget History:



- State Attorney:
  - FY 2023-2024 adopted allocation - $58,997
  - FY 2024-2025 allocation - $112,870

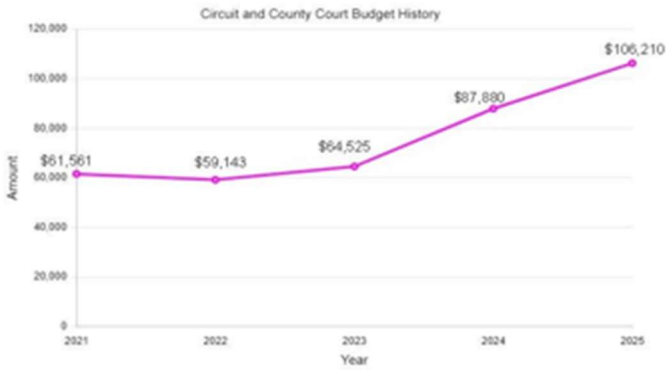
- Increase - $53,873
- State Attorney Budget History:



State Attorney:

- Professional services increased $30,000, to provide a cybersecurity assessment and digital evidence processing solution
- Repair and Maintenance increased $20,000 to increase electronic data storage in the cloud and increase security of the computer network from cyber attacks

- Circuit and County Court:
  - FY 2023-2024 adopted allocation - $87,880
  - FY 2024-2025 allocation - $106,210
  - Increase - $18,330
  - Circuit and County Court Budget History:



Chairwoman Wyatt recessed the meeting at 9:57 a.m.
Chairwoman Wyatt reconvened the meeting at 10:07 a.m.

- **Strategic Plan:**
  - Adopted plans – Hardee County Sustainable Hardee Visioning for the Future and Hardee County Strategic Plan Fiscal Year 2023-2024
  - Strategic Plan vision and mission:
    - Vision – to have a strong community of integrity where people want to be
    - Mission – building a vibrant and resilient community focusing on the health, safety, and welfare of the community
    - Core values:
      - **Engaged** – focus on the community and strive to provide continuous transparent communication
      - **Innovative:**
        - Create and capitalize on opportunity
        - Be responsive and persistent
        - Employ our expertise and knowledge
      - **Intentional:**
        - Bridge necessities with resources for today and tomorrow
        - Dedicated to achieving our mission and vision for the future
      - **Leadership:**
        - Promote effectiveness and efficiency
        - Foster mutual understanding and respect
  - Strategic focus areas:

        - Housing
        - Healthcare
        - Land use, transportation, and infrastructure
        - Education/workforce
        - Economic development
        - Recreation/open and space/environment
        - Public services and government
- **Personnel Improvements:**
    - Investing in our greatest asset – Hardee County BOCC employees:
        - Our staff needs long overdue critical investment in the very foundation of our success – our employees
        - The Hardee County Board of County Commissioners has consistently delivered exceptional service to our community
        - But this success would not be possible without the dedication, skill, and hard work of our talented workforce
        - Minimum wage increase:
            - On October 1, 2024, the minimum wage for all employees at Hardee County BOCC will be increased to $15/hour
            - On November 3, 2020, Florida voters approved a constitutional amendment to gradually increase the state's minimum wage each year until reaching $15.00 per hour in September 2026
        - BOCC wage compression adjustment:
            - Pay compression (also referred to as wage compression) is when employees who have been in a job for a long time makes less than new hires in the same position
            - There has been $450,000 put to the side to increase employee pay to help with wage compression
        - Four percent or $1.00 COLA (Cost-of-Living Adjustment) Increase:
            - The primary goal of a COLA increase is to protect employees from the erosion of their real wages due to inflation. As prices for goods and services rise, a COLA increase adjusts compensation upward to reflect these higher costs
            - On October 1, 2024, each employee will either get a four percent increase or a $1.00/hour increase depending on whichever is greater
            - Example: John make $16.50 per hour, four percent of 16.50 is $0.66 cents/hour, in the scenario the $1.00/hour is greater so John will receive the $1.00/hour, making his new rate of pay $17.50/hour
        - Performance-based merit increases:
            - In FY 2025, each employee has potential to earn up to a three percent merit increase on their anniversary date or last date of promotion (whichever happened last) as a part of their performance review
            - Example: John and Mary are both utility field workers, Mary comes to work every day, does her best to complete her tasks, and is a top performer. John on the other hand calls in constantly and underperforms. So, Mary will get the three percent merit increase, while John may get a lower percentage increase or a zero percent increase
            - This type of merit system will increase productivity and reward employees for their exemplary performance
        - Investing in our greatest asset: HCBOCC employees:
            - Enhanced employee retention
            - Improved employee morale
            - Superior service delivery
            - Community reputation

Chairwoman Wyatt questioned why employees were experiencing wage compression, employees were not being evaluated, and how many employees were underpaid.

Assistant County Manager Baber noted the previous administration's salary increase policy may have been to evaluate staff and if funds were available then give a salary increase. The issue may have been one of where the employees who were "on the lower end of the bar" were not evaluated responsibly and until loosing employees became an issue the salary amounts were not considered. County Manager Atchley's goal is to be proactive concerning this issue, the Evergreen Wage Study performed two years ago recommended providing raises for the employees at the "lower end of the bar," which did not happen, and the recommended $450,000 set aside would resolve the wage compression issue. Assistant County Manager Baber noted $150,000 of the $450,000 is for the fire department and the remaining dollars were for the other 135 County employees. Chairwoman Wyatt requested the total number of employees. Assistant County Manager Baber explained there 197.35 FTEs, which included the fire department employees, part-time employees, and vacant positions, and the total number of "bodies" was 179. The goal going forward was to be an employer of choice and "back-up" the County employees 100 percent.

Commissioner Melendy noted improvements and retention of employees is very important, the County's benefit package is a very good package, employers want to hire "tens" and not "twos," and the County will not be able to hire "tens" with the current wages it is paying.

Commissioner George noted the plan "thrilled" her, in previous years individuals started employment with the County and retired from that employment, over the years the County has "went into a coma" concerning looking out for the interest of the employees.

Chairwoman Wyatt noted it was not brought to her attention that the Evergreen Wage Study was not being implemented since the Board's approval. County Assistant Baber explained there were "pieces" implemented, but the overall portion relating to wage compression and salary scale was not implemented.

Commissioner Flores noted the relationship between property values, ad valorem taxes, and the County's budget.

- Tuition Reimbursement Program:
  - **The FY 2025 budget includes $25,000 for tuition reimbursement:**
    - The Tuition Reimbursement Program has been established with the primary goal of investing in the continuous growth and development of our staff:
      - We recognize the importance of ongoing education and professional development in not only enhancing individual skills and knowledge, but also in driving organizational success
      - By providing financial support for higher education and training opportunities, we aim to empower our employees to reach their full potential and contribute more effectively to the achievement of our strategic objectives
    - Applications are vetted by Human Resources and recommendations are then reviewed and ranked by the Budget Manager, Assistant County Manager, and County Manager

Assistant County Manager Baber explained previously that employees were not allowed to attend educational training, conferences, and professional development that is needed to maintain the County's departments, the Tuition Reimbursement Program was a pilot program, and the $25,000 was for all employees on a first-come first-serve basis.

- **FTE (Full-Time Equivalent) County:**
  - Added positions (FTE) proposed for FY 2025:
    - Building – building inspector – 1
    - Code – code enforcement officer – 1
    - County Extension – horticultural agent – 20 percent funded by BOCC - .20
    - Library – part-time library assistant - .50
    - Parks and recreation – part-time administrative assistant - .50
    - Wildlife refuge – animal keeper – 1
    - Hardee Lakes Park – park ranger – 1
    - Pioneer Park – park ranger – 1
    - Probation – part-time administrative assistant - .50
    - Fire Department – accounting/billing clerk – 1

- Utilities – field services technician – 1
- Landfill – equipment operator – 1
- General services – OMB (Office of Management and Budget) budget specialist – 1
- Facilities – facilities maintenance tech – 1
- Facilities – trades apprentice/trainee – 1
- Tourist Development – part-time administrative assistant - .50
- **Total FTEs added – 13.20**

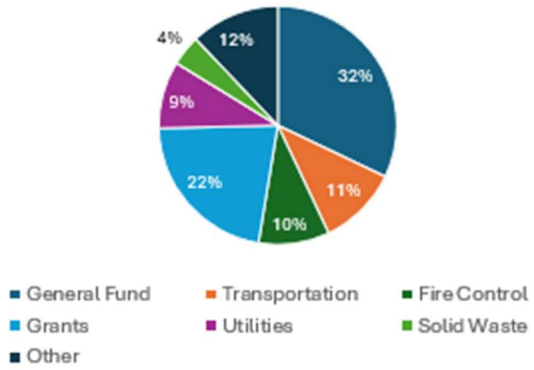
There was discussion concerning setting the Hardee County Public Library's hours of operations.

- Position County (FTE) FY 2024 and proposed FY 2025:
  - **FTE (Full Time Equivalent Count):**
    - FY 2024 – 197.35
    - FY 2025 – 210.55

- **Recommended Budget Summaries:**
  - Budget structure:
    - Government accounting subdivides the budget into "funds"
    - Fund accounting allows a government to budget and account for funds restricted by law or policy
    - Each fund must balance, meaning that the revenues must equal the expenditures in each fund

REVENUES BY SOURCE		
Ad Valorem	$23,356,961	16%
Federal, State and Local Grants	$62,379,365	43%
State Shared Revenues	$8,851,726	6%
Charges for Services	$8,041,955	6%
General Government Taxes	$5,440,410	4%
Special Assessments	$4,020,872	3%
Fund Balance	$26,378,956	18%
Other Various Sources	$5,305,369	4%
Total	**$143,775,614**	100%

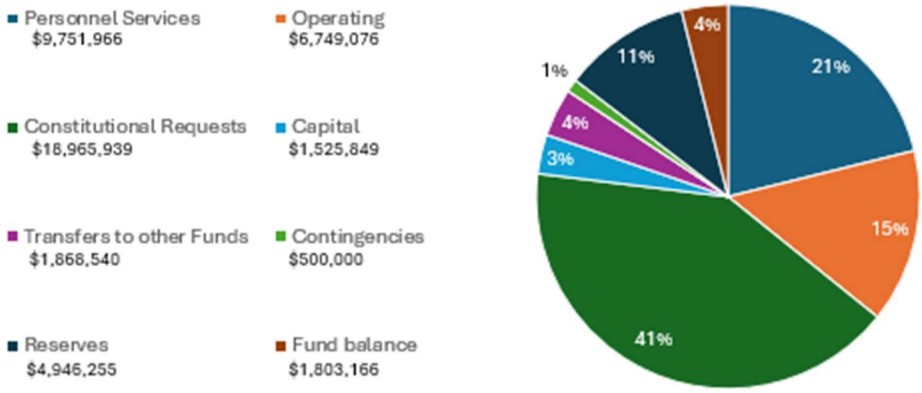
REVENUES BY FUND		
General Fund	$46,110,791	32%
Transportation	$15,670,286	11%
Fire Control	$13,849,069	10%
Grants	$31,649,997	22%
Utilities	$13,140,518	9%
Solid Waste	$5,958,192	4%
Other	$17,396,761	12%
Total	**$143,775,614**	100%



  - County departments submitted their requests in the SharePoint portal by April 12, 2024
  - Individual meetings were held with each department to review and discuss their requests
  - The budget team reviewed and made suggestions based on historical information and on projected trends
  - FY 2025 total recommended budget - $143,775,614 million:
    - Expenditures by cost category:

- Personnel – 13 percent
- Operating – 11 percent
- Capital – 46 percent
- Constitutional Officers – 13 percent
- Aid to others – 1 percent
- Fund balance – 10 percent
- Miscellaneous – 7 percent

- FY 2025 General Fund (001 Fund) - $46,110, 791 million:
  - Revenues:
    - Ad valorem – 51 percent
    - Local taxes – 8 percent
    - Fees – 1 percent
    - State revenues – 13 percent
    - Charge for services – 4 percent
    - Fines & forfeiture – zero percent
    - Other earnings – 1 percent
    - Cash forward – 22 percent
  - General Fund expenses by cost category:



  - Non-profit FY 2025 funding request:

Non-Profit	Adopted FY 24 Funding	Non-Profit Requested FY 25	BOCC FY 25 Funding
Transportation Disadvantage (MTM)	$ 20,023.00	$ 15,452.00	$ 15,452.00
Peace River Center	$ 35,000.00	$ 10,000.00	$ 10,000.00
Hope of Hardee (NuHope)	$ 28,000.00	$ 32,000.00	$ 10,000.00
Cutting Edge Ministries	$ 2,500.00	$ 5,000.00	$ 2,500.00
Caring People Ministries	$ 2,500.00	$ 5,000.00	$ 2,500.00
Hardee Help Center	$ 2,500.00	$ 5,000.00	$ 2,500.00
Alpha & Omega Ministries	$ 2,500.00	$ 5,000.00	$ 2,500.00
Total	$ 93,023.00	$ 77,452.00	$ 45,452.00

On April 26, 2024, a letter was sent out to the non-profits, asking for their budget request for the fiscal year 2024-2025, the letter stated the max that could be requested was $10,000.00, and that the request was due by May 10, 2024.

Florida statute mandates that we fund MTM to provide the Transportation Disadvantage Program services.

Chairwoman Wyatt noted the non-profit organizations had been funded at previous couple of years' levels. Assistant County Manager Baber explained the maximum funding level communicated to each of the non-profit organizations was $10,000 and the amounts were matched to the previous year for Cutting Edge Ministries, Caring People Ministries, Hardee Help Center, and Alpha & Omega Ministries.

Commissioner Flores noted Hope of Hardee (NuHope) offers services, such as transportation or food, for seniors that the County does not provide and the County provided a greater funding amount for that reason. Assistant County Manager Baber explained the goal was to direct the non-profit organizations to apply for other funding sources rather than relying on the County's funding.

County Manager Atchley reminded the Board of the previous year's budget discussion and decision to begin reducing the non-profit funding amounts, authorizing the distribution of a letter conveying the funding amounts would be reduced and the zeroed budget line-item would occur in the very near future.

There was Board discussion concerning the amount of citizen assistance provided by each organization, the assistance information provided or not provided by each organization, the every year discussion regarding taxpayer dollars being used to fund non-profit organizations, and the further reduction of future funding.

- General Fund BOCC and County Manager FY 2025 Capital Request $85,000:
  - Upgrade computer software and devices in chambers -$10,000
  - New vehicle - $75,000

There was discussion concerning educational and training funding, the allocation of management salaries across several department's budget administration line-items, initiating an account to cover the issue of purchase orders between the occurrence of regular board meetings, which are ratified by the Board at a later meeting, and the new vehicle replacement plan.

- General Fund Community Development FY 2025 Capital Request $105,000:
  - Building Department – new vehicle
  - Code Enforcement Department – new vehicle
  - Planning and Development Department – iWorQ upgrade (software)
- General Fund Community Outreach FY 2025 Capital Request $141,000:
  - HR – NeoGov software – initial cost $5,000
  - County Extension – 4-H – transportation van
  - Library – create teen area and update children's furniture
  - Veterans – veteran's office remodel
- General Fund Facilities Department FY 2025 Capital Request $90,000:
  - New truck
  - Civic center tile repair
  - Floor/carpet replacement
- General Fund ITS FY 2025 Capital Request $81,750:
  - Vehicle replacement - $50,000
  - Domain controller replacement
  - Penetration/intrusion test
  - Server client access licenses
- General Fund General Services FY 2025 Capital Request $40,000:
  - Procurement – stock room upgrades
  - Procurement – handheld bar code reader
- Geneal Fund Parks FY 2025 Capital Request $490,000:
  - Hardee Lakes Park:
    - Five pavilions updates
    - Design primitive bath house
    - Design country store
    - Boardwalk pavilion
    - RV site pad installations
    - F/R (front and rearend) loader to replace 219-B - $130,000
  - Pioneer Park:
    - Kubota Zero Turn mower
    - 12' Finish Mower
    - Pool pavilion remodel
    - Industrial fans – Nickerson Ullrich Building

There was discussion concerning playground equipment replacement, infrastructure grant funding, and tourism "driving" the enhancements and additional equipment.

  - Wildlife Refuge – Kubota UTV

Chairwoman Wyatt requested more information on the storm evacuation plan for the wildlife refuge animals. Assistant County Manager Baber explained the development of the plan was in progress.

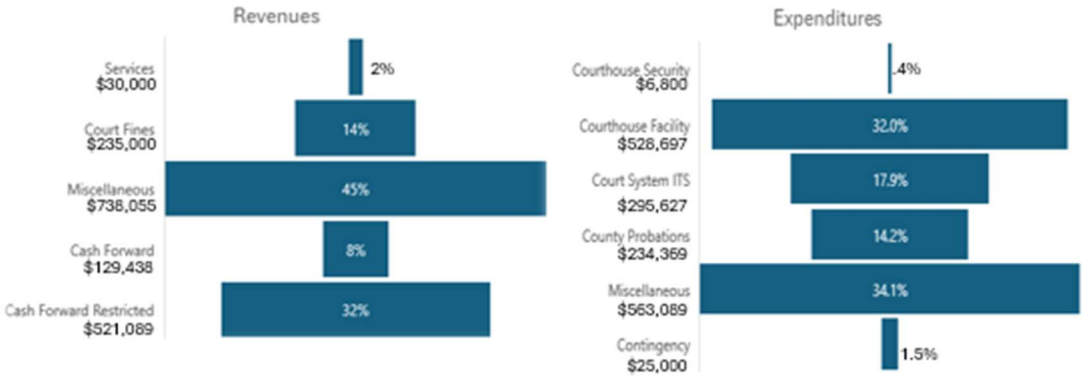
        - Museum – modification to inside floors and walls
    - General Fund Parks & Recreation FY 2025 Capital Request $273,000:
        - Zero Turn Mower
        - UTV
        - UTV Spreader
        - Replace surrounding fence at Magnolia Manor Basketball Court
        - Magnolia Manor – grills, picnic tables, benches, and fences with quikrete
        - Replace board fence and gates at front of Rodeo Drive
        - Retention pond clean out and update pipes
        - Hardee Park asphalt overlay

Assistant County Manager Baber noted the complete playground replacement is more attainable due to the Magnolia Manor Park being smaller and the cost being significantly less than a complete playground replacement at Pioneer Park.

    - General Fund EMS FY 2025 Capital Request $179,599:
        - Tanker 1 refurbishment
        - Signage
        - Public emergency medical transport/Medicaid
        - Managed care organization supplement
        - Medicare Ground Ambulance Data Study

Chairwoman Wyatt recessed the meeting at 12:30 p.m.
Chairwoman Wyatt reconvened the meeting at 2:00 p.m.

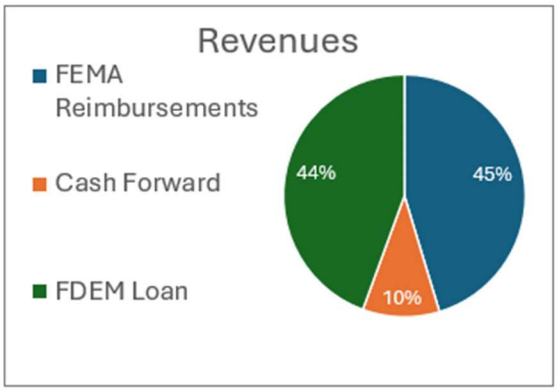
- FY 2025 Transportation Trust (102 Fund) $15,670,286 million:
    - Revenues:
        - Fuel taxes - $1,847,512
        - Charges for services - $15,000
        - Fees - $19,500
        - Miscellaneous - $257,000
        - Grants - $8,108,804
        - Transfers - $236,700
        - State Shared Revenues - $2,770,759
        - Cash forward - $2,355,559
    - Expenditures:
        - Road and Bridge - $5,264,246
        - Fleet maintenance - $1,038,423
        - Capital projects - $8,551,804
        - Outside agency reimbursements - $245,600
        - Contingency/fund balance - $570,212
    - Expenditures by cost category:
        - Personnel services - $3,474,075
        - Operating - $2,227,194
        - Capital - $9,398,804
        - Contingency - $100,000
        - Fund balance - $470,212
    - FY 2025 Capital Requests $847,000:
        - Road and Bridge Department – grader and two dump trucks (estimated at $230,000 each)
        - Fleet Maintenance Department – auto refrigerant A/C machine, shop lighting, and electric doors
- FY 2025 Fine and Forfeiture (103 Fund) $1,653,582 million:

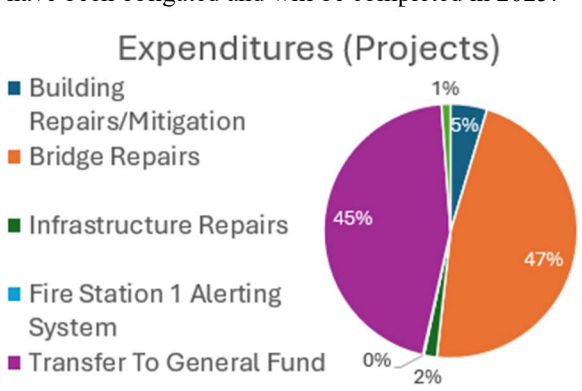


- FY 2025 Capital Request $133,047:
  - X-ray machine
  - Equipment Replacement Program
  - State Attorney request
  - Public Defender request
  - Circuit and County court request

- FY 2025 Fire Control (107 Fund) $13,849,069 million:
  - Revenues:
    - Grants – 72 percent
    - State shared revenues
    - Charges for services
    - Special assessments – 19 percent
    - Miscellaneous – 2 percent
    - Cash forward – 7 percent
  - Expenditures:
    - Personnel – 18 percent
    - Operating – 5 percent
    - Capital – 73 percent:
      - Capital expenses 99 percent funded with grants:
        - $7,500,000 – new building (grant)
        - $1,000,000 – new pumper truck (grant)
        - $950,000 – new tanker truck (grant)
        - $550,000 – breathing apparatus (grant)
    - Miscellaneous – 2 percent
    - Contingency/fund balance – 2 percent
  - FY 2025 Capital Request $138,220:
    - Tanker 1 refurbishment
    - Signage – for Fire Station Two (Bowling Green) and Fire Station Three (Zolfo Springs)
    - Public emergency medical transport/Medicaid Managed Care Organization Supplement
    - Brush Truck 10 tire replacement
- FY 2025 Mining (109 Fund) $660,115:
  - Revenues:
    - Mining fees/reimbursements – 69 percent
    - Interest – 0.4 percent
    - Cash forward – 31 percent
  - Expenditures:
    - Personnel – 55 percent
    - Operating – 24 percent
    - Capital – 2 percent
    - Transfer to General Fund – 8 percent
    - Contingency/fund balance – 12 percent
  - FY 2025 Capital Request $10,000:
    - Replace air conditioner

- FY 2025 E911 (110 Fund) $716,260:
  - Revenues:
    - State grants – 7 percent
    - State shared revenue – 23 percent
    - Interest – 0 percent
    - Cash forward – 56 percent
    - Reserved cash forward – 14 percent
  - Expenses:
    - Sheriff allocation – 80 percent
    - Contingencies – 20 percent
- FY 2025 Disaster (111 Fund) $10,913,579 million:
  - Hurricane Ian Projects that have been obligated and will be completed in 2025:





  - Disaster Fund Grants/Capital Summary $5,842,324:
    - Sheriff's Office Administration Building
    - Courthouse
    - Curtis Ezelle Complex
    - Pioneer Park
    - Sheriff's sub station
    - Emergency operations center
    - Hardee Lakes open pole barn
    - Pioneer Park berm
    - Wauchula Hills Treatment Plant
    - Landfill
    - Fire Station 1 Alerting System
    - Bridge projects – eight to ten bridges

Grants Management Director Ayers explained the FDEM (Florida Department of Emergency Management) loan proceeds have already been received and the loan proceeds will be expended on the disaster fund capital projects. The FEMA (Federal Emergency Management Agency) reimbursement dollars and State dollars will go directly to FDEM for loan repayment. Assistant County Manager Baber explained the loan funds and the reimbursement funds must be recognized, but will not be in the County's accounts.

- FY 2025 Tourist Development Tax (112 Fund) $461,486:
  - Revenues:
    - Tourist Development Tax Fund – 16 percent
    - Interest – 1 percent
    - Cash forward – 83 percent
  - Expenditures:
    - Personnel services – 9 percent
    - Operating – 9 percent
    - Contingency – 83 percent
- FY 2025 Grants Fund (135 Fund) $31,649,997 million:
  - The grant fund 135 currently has $31,649,997 in grant funds funded in FY 2025:
    - Revenues:
      - Federal grants – roughly 1 percent

- State grants – 90.5 percent
- Local grants – 2.8 percent
- Interest – 0.5 percent
- Miscellaneous
- Transfers from other funds
- Cash forward

- Expenditures:
  - Public safety – 69 percent
  - Physical environment – 22 percent
  - Transportation – 1 percent
  - Economic environment – 2 percent
  - Human services
  - Cultural & recreational – 6 percent
  - Transfers to General Fund

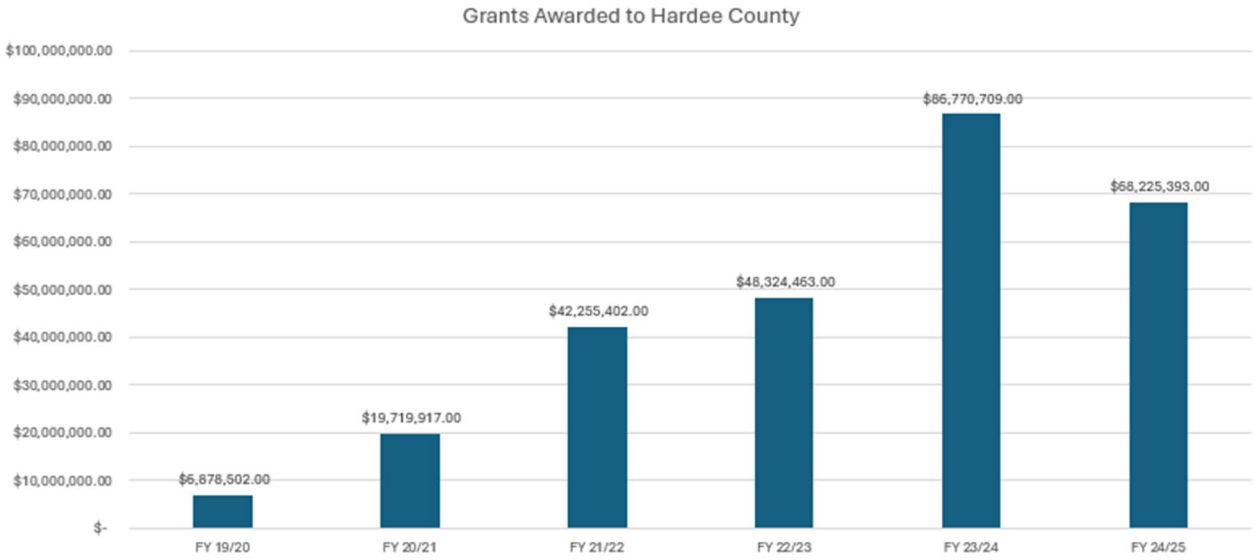
- Grant management life cycle:
  - Pre-award phase:
    - Research
    - Proposal development
    - Application submission
  - Award phase:
    - Application review
    - Negotiation
    - Acceptance
  - Post-award phase:
    - Implementation and management
    - Monitoring and reporting
    - Evaluation
    - Closeout
- Grants (135 Fund) - $31.7 million:

SHIP (Housing) $350,000	DEO RIF-W/WW @ PP $235,000
HHRP (Housing) $313,863	DEP Resilient Florida -CVAP $95,000
EOC (New EOC) $9,332,176	FY 23 Disaster Supplement Grant – EDA $240,000
Ag Training Center $200,000	Community Project – FDEM – ECO $240,000
Courthouse Annex (Renovation) $850,000	Hazard Mitigation (HMGP) $671,771
HCSO Construction Project $4,758,000	Hazard Mitigation (HMGP) $77,139
HCSO Critical Faculty Admin. Bldg. $5,810,749	Hazard Mitigation (HMGP) $94,100
Commerce – Pioneer Park Infrastructure $1,000,000	FDEM – Communication Tower $5,770,382
Mosquito Control $47,186	JAG – Direct 2023 $3,685
Soil Conservation Tech $96,574	LESA $361,259
EDA – Hardee Park Infrastructure $745,000	EDA – Wi-Fi for Parks $125,000

- Grant Fund FY 2025 Grants/Capital Summary - $29,497,543:
  - Construct new emergency operations center
  - HMGP – Vandolah Lift Station generator
  - HMGP – SFSC Lift Station generator
  - HMGP – Building Department generator
  - HMGP – Sheriff Office generator
  - Sheriff Office new building
  - Communication towers
  - Courthouse Annex renovations
  - Agricultural Education Training Center
  - DEO Com PP Infrastructure
  - FL Com PP Infrastructure

- Hardee Lakes bathhouse, potable water, fishing pier, canoe launch, new bathhouse, and renovating three existing bathhouses
- Hardee Parks Wi-Fi

- **51 grants** in the budget across all funds – Grants, Transportation Trust, General Fund, Solid Waste, and Utilities – for a grand total dollar amount of **$68,225,393**
- Five-year comparison of grants awarded – tracked by staff:



- Recent Legislative Appropriation Awarded Grants:
  - $5,810,749 – HCSO Critical Facility Administration Building (new facility)
  - $1,000,000 – FL Commerce – Pioneer Park infrastructure
  - $950,000 – Fire rescue tanker truck
  - $550,000 – Fire rescue self-contained breathing apparatus
  - $7,500,000 – Fire Rescue Station No. 1 (new facility)

- FY 2025 Vandolah (401 Fund) $252,537:
  - Revenues:
    - Sewer/Wastewater Utility Fees – 53 percent
    - Interest – 1 percent
    - Cash forward – 46 percent
  - Expenditures:
    - Personnel services – 41 percent
    - Transfer to other funds – 13 percent
    - Fund balance – 14 percent
    - Operating – 20 percent
    - Contingency – 12 percent
- FY 2025 Wauchula Hills (402 Fund) $12,887,981 million:
  - Revenues:
    - Federal grants – 14 percent
    - State grants – 31 percent
    - Local grants – 16 percent
    - Charges for services – 29 percent
    - Interest
    - Transfers from other funds
    - Cash forward – 10 percent
  - Expenditures:
    - Personnel services – 6 percent
    - Operating – 5 percent
    - Capital – 63 percent
    - Transfer to other funds – 1 percent

        - Contingency – 4 percent
        - Fund balance – 21 percent
    - FY 2025 Capital Request $188,000:
        - Truck with crane
        - Truck
        - Valve replacement
        - Hydrant flushing tools
        - Spare motor
    - Wauchula Hills Fund Grants/Capital Summary $7,907,658:
        - IDA (Industrial Development Authority) grant for the Utilities Master Plan
        - State Appropriation - Phase 7
        - EDA (Economic Development Authority) grant for Phase 7
        - State Appropriation - Phase 8
        - EDA (Economic Development Authority) grant for Phase 8
- FY 2025 Solid Waste (403 Fund) $5,958,192 million:
    - Revenues:
        - State grants – 2 percent
        - Landfill tipping fees – 27 percent
        - Interest
        - Special assessments – 22 percent
        - Sales (surplus equipment and recyclables) – 1 percent
        - Miscellaneous
        - Debt proceeds – 17 percent
        - Cash forward – 31 percent
    - General Fund FY 2025 Capital Request:
        - One million dollars drawn on the line of credit to cover equipment replacement:
            - Debt payment:
                - Increase annual payment from $350,000 to $500,000
                - Annual interest payment - $140,652
                - Monthly interest payment - $11,721
                - Current monthly interest payment - $7,734

There was Board discussion concerning the variable interest rate and loan fees.

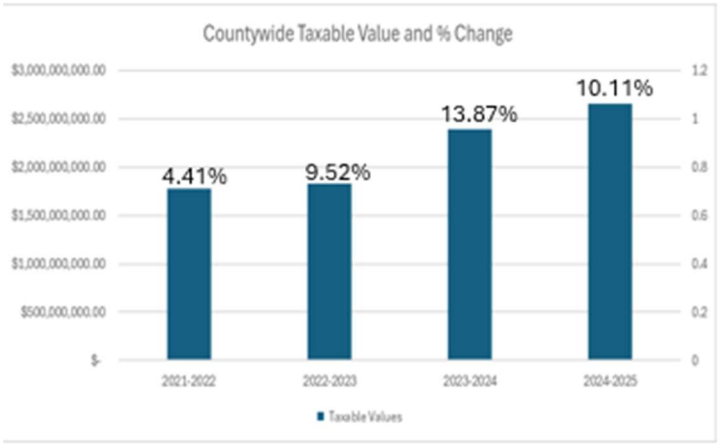
    - Expenditures $5.9 Million:
        - Personnel services – 13 percent
        - Operating – 30 percent
        - Capital – 23 percent
        - Transfers – 3 percent
        - Debt payments – 11 percent
        - Contingency – 2 percent
        - Reserves – 10 percent
        - Fund balance – 9 percent
    - Solid Waste Fund FY 2025 Capital Request:
        - Employee essential facilities - $150,000
        - D-5 LGP WH Dozer – approximately $500,000
        - Ford F-450 Crew Cab Dump Truck -$230,000
        - Semi - $250,000
        - Two tractors with batwings
        - Capital Request - $1,380,000 ($1 million through loan draw- down and $380,000 included in the requested budget)
- FY 2025 Solid Waste Closure (404 Fund) $2,009,141 million:
    - Each year we have transferred $100,000 to the closure fund
    - At this time, approximately two million dollars will be reserved for the closure of the landfill

- These reservices can be invested so the future cost of closing the landfill can be funded:
  - Current reserves:
    - Interest – 0.02 percent
    - Transfer from Solid Waste – 5 percent
    - Cash forward – 94.8 percent

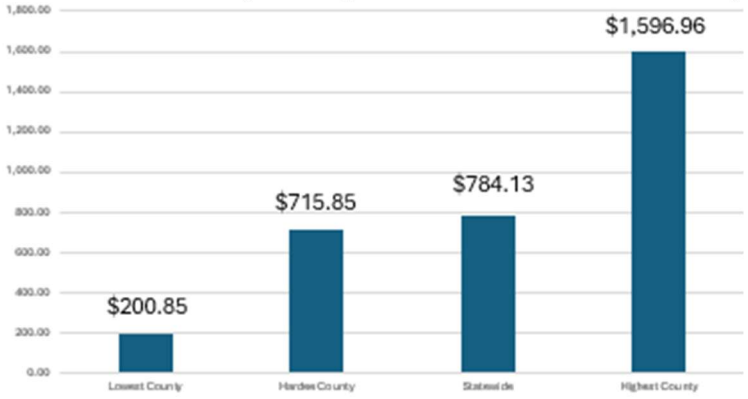
There was Board discussion concerning investing the solid waste closure funds in interest bearing options, which should allow the closure fund to eventually self-fund the closure account and allow for the $100,000 yearly transfer to be discontinued.

- FY Law Enforcement Trust Fund (608 and 609 Fund) $202,600:
  - F.S. 932.7055, Such proceeds and interest earned shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention program, or for other law enforcement purposes
  - Federal funds:
    - Federal revenues – 27 percent
    - Cash forward (federal) – 73 percent
  - State funds:
    - State revenues – 28 percent
    - Cash forward (State) – 72 percent
- FY 2025 Capital Reserves (300 Fund) $780,000:
  - Capital Improvement Plan provides forecast for future capital needs
  - Our first step is to set aside funds every year to invest, earning interest for the capital items included in the Capital Improvement Plan
  - $750,000 investment and $30,000 in estimated interest

- Taxable Property Values:
  - 2024 Taxable Value:
    - Real property - $1.52 billion:
      - Vacant Residential – 2 percent
      - Single-Family Residential – 18 percent
      - Multi-Family – 2 percent
      - Commercial/Industrial – 7 percent
      - Agriculture – 14 percent
      - Government/Institutional – 2 percent
      - Mining/Utilities/Miscellaneous – 12 percent
      - Non-Agriculture – 1 percent
    - Tangible property - $1.13 billion or 42 percent
    - Historical net new value (new construction):
      - 2014 - $3.781 million
      - 2015 - $7.2 million
      - 2016 – $7.9 million
      - 2017 – $7.9 million
      - 2018 – $6.25 million
      - 2019 – $8.47 million
      - 2020 – $9.914 million
      - 2021 - $10.79 million
      - 2022 - $16.066 million
      - 2023 - $16.936 million
      - 2024 – $20.273 million
  - Countywide taxable value and percentage change:
    - Taxable values have steadily increased over the years
    - FY 2024 there was a double-digit increase from the prior year
    - FY 2025 projection – 10.11 percent increase from what was projected in the 2024 Fiscal Year Budget



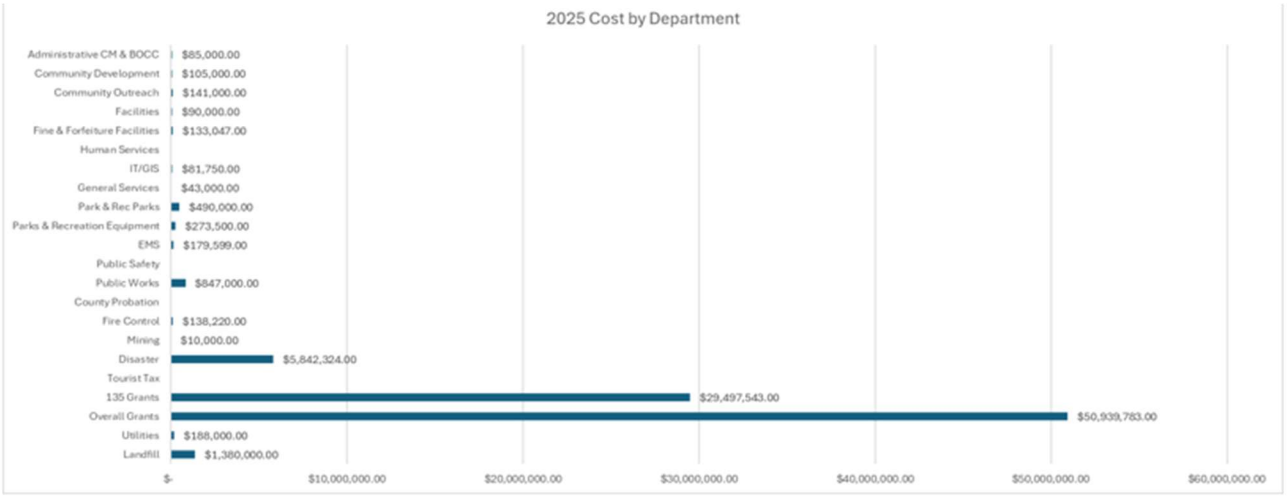
- FY 2024 Aggregate Millage Rates breakdown:
  - Of the 19.6125 mills levied by all agencies in Hardee County 8.8 mills are levied by Hardee County BCC
  - FY 2024 millage rates breakdown:
    - SWFWMD (Southwest Florida Water Management District) 0.2043 mills or 1 percent
    - County government – 8.8 mills or 45 percent
    - Municipal – 5.2042 mills or 26 percent
    - School board – 5.404 mills or 28 percent
  - Ad valorem taxes:
    - The taxes collected by each county are based on two factors – taxable property value and the millage rate:
      - Property = millage x assessed property value
        Taxes rate $1,000
    - Aggregate millage rate = the rate obtained by dividing the sum of all the ad valorem taxes levied by the taxable value of the county
    - The aggregate rate expresses the average tax rate
  - County taxes per capita:
    - Hardee County's **millage rate** is below the statewide average:



There was Board discussion concerning continuing at "status quo" by not replacing much needed equipment for the County to operate, setting the millage rate at the roll back rate, and initiating change by increasing the millage rate to meet the County's needs and priorities.

- Capital Improvement Plan (CIP) – Fiscal Year 2025 Budget – Building a Stronger Hardee County:
  - Two crucial elements that will propel Hardee County towards building a stronger future:
    - Investing in our capital infrastructure
    - Implementing a robust 5-year strategic plan:

- This CIP will also open up many doors that have been historically closed due to not having this plan in place



- By investing in infrastructure and implementing a strategic plan, we can build a stronger, more resilient Hardee County:
  - Let's seize this opportunity to create a future where our community thrives, where our infrastructure supports growth, and where our strategic vision guides us towards a stronger tomorrow

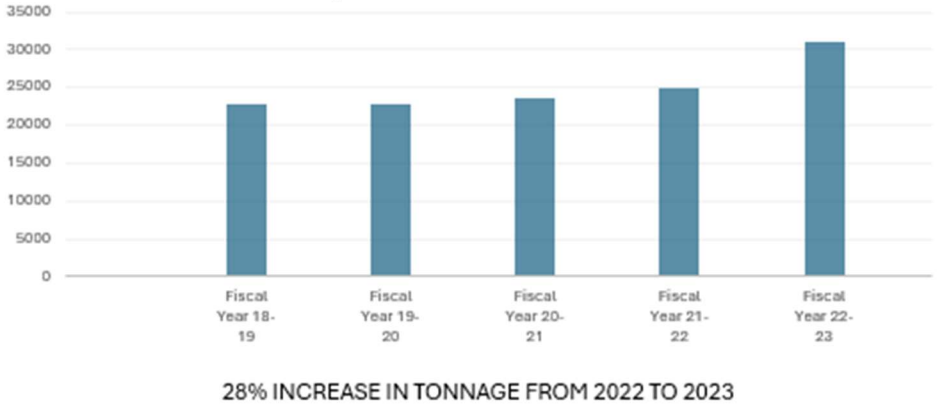
- Special Assessments:
  - Fire Control Special Assessments:



- Fire protection special assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within Hardee County
- Fire Protection Special Assessment Study completed August 4, 2021, performed by Tindel Oliver, recommended an annual increase over a three-year period of 15 percent
- Increases approved in 2021:
  - 2022 – 0 percent
  - 2023 – 5 percent
  - 2024 – proposed 10 percent
- There has been a significant cost increase for emergency medical consumables and price increases for fire rescue equipment and maintenance costs
- The proposed increase will result in an annual household increase of $20.29 or a monthly increase of $1.70 per residential unit
- The average response time for ground ambulance emergency responses in the primary service area is **nine minutes**
- Total number of fire responses during the data collection period – 4,273
- Total number of ground ambulance responses during the data collection period across all payer types and regardless of the level of service or geography - 2,841

- Ground ambulance transport type:
  - Basic Life Support (BLS) Emergency – 24 percent
  - Advanced Life Support (ALS) – Level 1 or 2 – 76 percent
- Based on CMS Medicare Ground Ambulance Data Collection System Report submitted May 29, 2024

- **Requesting a 10 percent increase in fire assessments:**
  - Increase will help maintain the new Fire Rescue Station 1 and build reserves to replace the other two stations
  - Increase will help fund long overdue needed equipment
  - Increase will help build reserves for future equipment and buildings
  - The Fire Protection Special Assessment Study completed on August 4, 2021, recommended a 15 percent increase over a three-year period
  - No increase was approved until FY 2023 when a two percent increase was approved
  - In FY 2024, a 5 percent increase was approved
  - We are still beyond the recommended fee schedule and to catch up we are recommending a 10 percent increase for FY 2025
- Total Solid Waste Tonnage 2019-2023:



- Solid Waste Special Assessments:
  - **Requesting a 10 percent increase in solid waste disposal assessments:**
    - Increase will help provide a new employee essential facility
    - Increase will help fund long overdue needed equipment
    - Increase will help build reserves for future equipment replacement and closure of the landfill
    - **Current solid waste disposal residential assessment - $99.58 (annual)**
    - **Proposed solid waste disposal residential assessment - $109.54 (annual)**
  - **Requesting a three percent increase in solid waste collection special assessments:**
    - Increase provided in contract with Hardee County Disposal, Inc.
    - Cost-of-Living increase based on Bureau of Labor Statistics website
    - **Current solid waste collection residential assessment - $146.01 (annual)**
    - **Proposed solid waste collection residential assessment - $149.50 (annual)**
- Special assessments history:

SPECIAL ASSESSMENTS HISTORY

YEAR	WASTE DISPOSAL	WASTE COLLECTION	TOTAL SOLID WASTE	FIRE	TOTAL ASSESSMENT
2024	*109.54*	*149.5*	*259.04*	*223.16*	*482.20*
2023	99.58	146.01	245.59	202.87	448.46
2022	94.33	138.73	233.06	193.21	426.27
2021	94.33	130.66	224.99	193.21	418.20
2020	94.33	129.47	223.80	167.69	391.49
2019	94.33	126.99	221.32	149.85	371.17
2018	87.08	125.40	212.48	146.76	359.24
2017	87.08	100.84	187.92	146.76	334.68
2016	75.00	101.43	176.43	149.00	325.43
2015	75.00	101.59	176.59	149.00	325.59
2014	75.00	101.11	176.11	121.25	297.36
2013	75.00	101.18	176.18	121.25	297.43
2012	75.00	101.49	176.49	121.25	297.74
2011	70.00	101.93	171.93	121.25	293.18
2010	70.00	102.41	172.41	136.00	308.41

SPECIAL ASSESSMENTS HISTORY

YEAR	COMMERCIAL PSF	INSTITUTIONAL PSF	INDUSTRIAL PSF	VACANT LAND PER ACRE	AGRICULTURAL LAND PER ACRE
2024	*0.10*	*0.54*	*0.16*	*0.99*	
2023	0.09	0.49	0.14	0.859	
2022	0.09	0.46	0.13	0.859	
2021	0.09	0.46	0.13	0.859	
2020	0.19	0.16	0.11		
2019	0.16	0.14	0.09		
2018	0.16	0.14	0.09		
2017	0.16	0.14	0.09		
2016	0.13	0.14	0.09		0.61
2015	0.13	0.14	0.09		0.61
2014	0.21	0.19	0.08		0.44
2013	0.21	0.19	0.08		0.44
2012	0.21	0.19	0.08		0.44
2011	0.21	0.19	0.08		0.44
2010	0.23	0.24	0.09		0.49

There was Board discussion concerning past Board decisions to delay or not initiate the special assessment fees increase as recommended by the commissioned assessments study, the County's past denial of a regional solid waste facility, the need for increasing fees to fund the County's need services, i.e., emergency and solid waste, and alternatives to increasing the solid waste assessment fees. Budget Manager Moore reminded the Board there would be a Fire Assessment and Solid Waste Assessment Resolution presented to the Board for approval at the upcoming meeting on Thursday, which will set the rate to be advertised on the TRIM (Truth-In-Millage) Notice.

- Special assessment resolutions – advertised on the TRIM (Truth-In-Millage) Notice:

FIRE

HARDEE COUNTY, FLORIDA
RESOLUTION 2024-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA; RELATING TO THE FIRE RESCUE SERVICES IN HARDEE COUNTY, FLORIDA; DESCRIBING THE METHOD OF ASSESSING TENTATIVE FIRE RESCUE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN HARDEE COUNTY; DETERMINING THE TENTATIVE FIRE RESCUE COST FOR FISCAL YEAR 2024-2025; PROVIDING FOR A PUBLIC HEARING TO RECEIVE

SOLID WASTE

HARDEE COUNTY, FLORIDA
RESOLUTION 2024-60

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN HARDEE COUNTY, FLORIDA; DESCRIBING THE METHOD OF ASSESSING TENTATIVE SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN HARDEE COUNTY; DETERMINING THE TENTATIVE SOLID WASTE COST FOR FISCAL YEAR 2024-2025; PROVIDING FOR A PUBLIC HEARING TO

- Maintaining the millage rate – stability and investment for Hardee County millage rate – 8.800 mills:
  - **Why Maintaining the current rate is crucial for sustainability:**
    - **By keeping the millage rate at 8.8 mills, we prioritize stability, ensuring we have the resources needed to maintain essential services, invest in a strong economy, and plan for a sustainable future for Hardee County**
  - Millage resolution – advertised on TRIM (Truth-In-Millage) Notice:

RESOLUTION NO. 2024-61
A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING THE OFFICE OF MANAGEMENT AND BUDGET TO FILE THIS RESOLUTION, IF REQUIRED, WITH THE HARDEE COUNTY PROPERTY APPRAISER; AUTHORIZING THE COUNTY MANAGER TO CHANGE THE BUDGET HEARING DATES IF NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

- **Recap – Fiscal Year 2025 Budget – Building a Stronger Hardee County:**
    - The proposed Fiscal Year 2025 budget represents a significant investment in our community's future
    - While the overall budget has increased from $112,163,063 in Fiscal Year 2024 to $143,775,614, this change brings substantial benefits:
        - **Strategic investments:**
            - This budget dedicates more resources to critical areas like infrastructure and workforce development
            - These investments will provide the groundwork for long-term economic growth and a higher quality of life for residents
        - **Grant funding advantage:**
            - A significant increase in grants totaling $68,225,393 allows us to achieve these goals without placing an additional burden on local taxpayers
        - **Responsible spending:**
            - The core BOCC operating budget of $56,008,152 prioritizes efficiency while ensuring we have the resources needed to deliver essential services
    - In essence, the Fiscal Year 2025 Budget leverages grant funding strategically to invest in our community's future, all while maintaining responsible spending practices
    - The approach positions Hardee County for a brighter tomorrow

County Manager Atchley noted staff has continued to "flip the rocks and tear off band-aids" in an attempt to analyze the County's needs and problem areas, and the Board has the opportunity to "stop the bleeding" with the approval of the proposed budget. The budget was thoroughly reviewed and analyzed before being brought to the Board and will most likely further upset the citizens; however, the presented budget will allow the County to begin to "level the playing field" in order to move forward.

Chairwoman Wyatt opened for Commissioner comments.

Commissioner Melendy expressed his appreciation for the granting funding the County has received, and all of the parties involved with obtaining the grant funding, i.e., Senator Albritton and Representative Tuck, noted his hesitation was one of how fast the County should move concerning purchasing vehicles, equipment, and borrowing money for the purchases, mentioned how increasing taxes will affect the citizens, and was excited for the effort to make improvements to make the County "better."

Commissioner Flores agreed with Commissioner Melendy's comments, recognized the difficulty each of the Commissioners is facing, the opportunity that exists to move forward, and the goal is to make Hardee County better for everyone.

Commissioner George noted her perspective was different, the Board was facing a really difficult decision during a really difficult time, and sometimes you have to do what you know is best for the people.

Commissioner Meeks noted she really wanted to "go with" the roll back rate, reviewed the previous years' millage rates, and the County continuing to play "catch-up" due to continuing to "go with" the roll back rate.

Chairwoman Wyatt noted she did not think the citizens realized this was a "sink or swim" situation for the County, staff provided the necessary information to be prepared for the budget needs, which are a very heavy burden, the cost of inflation on the citizens, and the public not being aware of the issues that have been brought to light as evidence of the County "being under water" after County Manager Atchley accepted his position.

4. ADJOURNMENT

With no further business, the meeting was adjourned at 4:23 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: January 16, 2025

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

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Audra Sperry, Hardee County Sheriff's Office -** Proclamation Declaring January 2025 as Human Trafficking Awareness Month.

SUGGESTED ACTION:

- Motion to approve the Proclamation declaring January 2025 as Human Trafficking Awareness Month.

ATTACHMENTS:

Proclamation - Human Trafficking.docx

PROCLAMATION
Human Trafficking Awareness Month

This Proclamation recognizes human trafficking awareness as a national and statewide responsibility and designates the month of January as “Human Trafficking Awareness Month” in Hardee County. This month shall serve as a time to educate ourselves about the scourge of human trafficking and the ways that each one of us can become a part of the fight against this horrific and pervasive crime, and

WHEREAS, human trafficking is the use of force, fraud, or coercion to exploit another person for material gain; and

WHEREAS, the problem of human trafficking impacts countless Floridians, without regard to age, race, gender identity, sex, ethnicity, nationality, immigration status, and socioeconomic class; and

WHEREAS, Florida ranks 3rd, after Texas and California, in the number of calls into the National Human Trafficking Hotline; and

WHEREAS, since it’s inception, the Human Trafficking Hotline has identified 6,168 cases of human trafficking. 15,063 victims were identified in these cases; and

WHEREAS, over 50% of the criminal human trafficking cases in the US were sex trafficking cases involving only children; and

WHEREAS, consequences can be immediate and long-term including physical and relationship problems, psychological concerns, and negative chronic health outcomes.

NOW, THEREFORE, the Hardee County Board of County Commissioners, do hereby proclaim the month of January 2025 as “Human Trafficking Awareness Month".

DONE AND ADOPTED, by the Hardee County Board of County Commissioners on this 16th day of January 2025.

_____
Russell Melendy, Chair

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the agreement between the County and State of Florida, Department of Commerce in the amount of $1 million for Pioneer Park infrastructure improvements in substantially the attached form; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the agreement.
SUGGESTED ACTION:	

ATTACHMENTS:

Memo HL281 for agenda request 1-16-25.docx
AGENDA HL281 PP Infrastructure.docx
Agreement_HL281_-_Hardee_County_BOCC (1).pdf

Hardee County
FLORIDA

Grants Management

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Directors

Subject: Florida Commerce Pioneer Park HL281

Date: January 16, 2025

Motion to ratify and acknowledge Chair signature to enter into an agreement with the Florida Commerce agreement #HL281 Renovating Pioneer Park, also authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

The Florida Commerce Pioneer Park Infrastructure has awarded Hardee County $1,000,000 for Pioneer Park renovations. This grant funding is to upgrade and expand the infrastructure of Pioneer Park to meet the demands for recreational facility usage and to increase tourism and revenue for the county.

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
GENERAL SERVICES DIRECTOR

ESTHER BRAGG
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

Page 2 if necessary.

AGENDA REQUEST FORM

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

Department/Agency General Services-Grants Management Division

Contact Person: Lorie Ayers Phone 863-773-6349

Email: Lorie.ayers@hardeecountyfl.gov Fax 863-773-5801

I request the following item be placed on the January 16, 2025 agenda under the following category:
(date of meeting)

___X___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:
Lorie Ayers, General Services Director- 2 Minutes

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

Motion to ratify and acknowledge Chair signature to enter into an agreement with the Florida Commerce agreement #HL281 in the amount of $1,000,000 to renovate Pioneer Park. Also authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

Check if no action is required: X

Will item impact budget/funding per fiscal year? YES / X NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:

** 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 Brandy.Crawford@HardeeCountyFL.gov.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

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FLORIDA COMMERCE

Executive Briefing Sheet

Issue Title: HL281-Hardee County Board of County Commissioners		
Originating Office/Division: Community Project & Grants Administration/ Division of Finance & Administration	**Preparer:** Darcy Etienne	**Date:** 10/10/2024
Action Requested: Review and Approval		
Issue Summary: The Grantee was awarded funding to renovate Pioneer Park.		
Florida Statute: Ch. 216, s. 215.97 & 215.971 and Ch. 287, GAA line item 2347A	**Lobbyist:**	
Issue Start Date: 07/01/2024	**Due Date:** As soon as possible	
External Partners: N/A	**Cost:** $1,000,000.00	
Inform: DWS:☐ DCD:☒ DED:☐ F&A:☐ IT:☐ CIO:☐ Comms:☐ Leg: ☐ EAT:☐ OGC:☐ OIG:☐ COS:☐ Sec:☐ OPB:☐ EOG: ☐		
Background: Hardee County Board of County Commissioners was awarded funding to upgrade and expand the infrastructure of Pioneer Park to meet the demands for recreational facility usage and to increase tourism and revenue for the county.	**Relevant Data:**	
Three options: 1) Review and Approve 2) N/A 3) N/A		
Next steps: Commerce agreement Manager shall monitor progress throughout the agreement period.		
Chief of Staff Notes:		

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL281 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and Hardee County Board of County Commissioners, a County Government, ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

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

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

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement," and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency.

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

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

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024, (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a cost reimbursement Agreement. Commerce shall pay Grantee up to One Million Dollars and Zero Cents ($1,000,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable

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authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

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

D. MODIFICATION

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

E. AUDIT REQUIREMENTS AND COMPLIANCE

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

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

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debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

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

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

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

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storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

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

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

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

G. TERMINATION AND FORCE MAJEURE

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

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

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

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otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

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

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part**.**

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business

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operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

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

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

K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the

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contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

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

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

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

L. INSURANCE

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

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

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

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at

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Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

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

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

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

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

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

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

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Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

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

N. PATENTS, COPYRIGHTS, AND ROYALTIES

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

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

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

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

O. INFORMATION TECHNOLOGY RESOURCE

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

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Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

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

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

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

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

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

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

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

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

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

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

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real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

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

S. CONFLICT OF INTEREST

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

T. GRANTEE AS INDEPENDENT CONTRACTOR

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

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

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employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

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

   a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

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

V. NOTIFICATION OF INSTANCES OF FRAUD

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

W. NON-DISCRIMINATION

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

X. ASSIGNMENTS

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

Y. ENTIRE AGREEMENT; SEVERABILITY

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

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inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

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

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

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

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

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

AA. INDEMNIFICATION

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

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

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from

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

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

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

Commerce's Agreement Manager:	**Commerce's Secondary Agreement Manager:**
Mr. Darcy Etienne	Beth Frost
107 East Madison Street, MSC B47	107 East Madison Street, MSC B47
Tallahassee, FL. 32399	Tallahassee, FL. 32399
Phone: (850) 245-7445	Phone: (850)245-7474
Fax: (850) 245-7470	Fax: (850) 245-7470
Darcy.Etienne@commerce.fl.gov	Beth.Frost@commerce.fl.gov

CC. NOTICES

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

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

FLORIDA DEPARTMENT OF COMMERCE		**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**Russell Melendy**
Title	**Secretary**	**Title**	**Chairman**
Date	_____	**Date**	_____

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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ATTACHMENT 1
SCOPE OF WORK

A. PROJECT DESCRIPTION: The 2024-2025 General Appropriation Act, Chapter 2024-231, line 2347A, appropriated **One Million Dollars and Zero Cents ($1,000,000.00)** to Hardee County Board of County Commissioners. ("Grantee") as part of an effort to upgrade and expand the infrastructure of Pioneer Park to meet the current demands for recreational facilities to increase tourism and revenues. The park offers sixty-two (62) grassy campsites, houses the Cracker Trail Museum and Wildlife Refuge, and is an economic revenue driver for this Rural Area of Opportunity. The funds will be used for architectural and engineering design for bid-ready construction documents and permitting to extend the wastewater services from the Town of Zolfo Springs to Pioneer Park.

B. GRANTEE RESPONSIBILITIES: Grantee shall complete the following:

1. Complete architectural and engineering designs. Provide a copy of the preconstruction plans to Commerce's Agreement Manager.
2. Obtain permits necessary to extend wastewater services from the Town of Zolfo Springs to Pioneer Park. Provide a copy of permits to Commerce's Agreement Manager.
3. Provide copies of all executed subcontracts for work related to this project to Commerce's Agreement Manager.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits as determined necessary by Commerce, and process payments to Grantee.

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

Deliverable: Architectural and Engineering Design		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete tasks in accordance with Section B of this Scope of Work.	Grantee may request reimbursement upon completion of architectural and engineering designs in the following increments: 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100%, and shall be evidenced by submission of the following: 1. Copy of pre-construction plans. 2. Copy of permits; and 3. Invoice package in accordance with	Failure to meet the Minimum Level of Service shall result in non-payment.

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	Section F of this Scope of Work.	
		Deliverable - $1,000,000.00
		TOTAL AWARD NOT TO EXCEED: $1,000,000.00

E. REPORTING:

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.
4. Annual Report: If applicable, the Grantee shall submit an Annual Report (Attachment 5), including the most recent IRS Form 990, detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State and/or Federal allocations. The annual report will be due to Commerce 30 calendar days after the submittal of the 990 form to the IRS. The Grantee must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change.

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

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under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide no more than one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2 . Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

a. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;

b. Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

c. A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;

d. Before and after photographs of the completed work;

e. For costs related to employee salaries, the following documentation shall be required:

1) Identification of each employee who performed tasks under this Agreement;
2) Percentage of each employee's time devoted to tasks under this Agreement, or number of total hours each employee devoted to tasks under this Agreement. If employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable; and
3) Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions and net pay;

f. A copy of the Total Compensation Paid to Non-Profit Personnel Using State Funds Form, if applicable (Attachment 6);

g. A copy of all supporting documentation for vendor payments;

h. A copy of the cancelled check(s) specific to the project; and

i. A copy of the bank statement that includes the cancelled check.

3. The State may require any other information from Grantee that the State deems necessary

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to verify that the services have been rendered under the Agreement.

4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in the Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), that demonstrates financial hardship; or
   b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2024, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

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

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

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

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

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

AUDITS.

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

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

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

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

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

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

N/A

PART IV: REPORT SUBMISSION.

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

   a. Commerce at each of the following addresses:

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

   or

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

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

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

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

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

Docusign Envelope ID: 24277B3A-E5D8-463F-9AEA-CB425297F615

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

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

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

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

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:	Hardee County Board of County Commissioners-GAA line item 2347A
State Awarding Agency:	Florida Department of Commerce
Catalog of State Financial Assistance Number:	40.038
Catalog of State Financial Assistance Title:	Division of Community Development
Total Awarded Amount:	$1,000,000.00

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

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

NOTE: List applicable compliance requirements

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

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

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

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

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

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

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

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

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

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

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

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

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

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

Commerce Contract Number:

Commerce Project Name:

Contract Amount
$0.00

MBE Participation Amount:
$0.00

MBE Percentage

DV Participation Amount:
$0.00

DV Percentage

Contract Vendor Invoice # 0

Date (mm dd, yyyy

MINORITY BUSINESS ENTERPRISE (MBE)

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

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

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

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

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

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

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

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

INCLUDE THIS FORM WITH YOUR INVOICE

Docusign Envelope ID: 24277B3A-E5D8-463F-9AEA-CB425297F615

Attachment 5
Total Compensation for Executive Leadership

(**Executive Order 20-44)**

Entity Name:

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

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Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J.

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

Docusign Envelope ID: 24277B3A-E5D8-463F-9AEA-CB425297F615

ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

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

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			

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

Name:	
Signature:	
Title:	
Date:	

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: January 16, 2025

SUBMITTED BY: Brandy Crawford, Public Works

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: - Motion to approve Resolution 2025-24, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of that certain agreement with the Florida Department of Transportation for the replacement of Center Hill Bridge; providing for severability; and providing for an effective date.

SUGGESTED ACTION:

ATTACHMENTS:
Agenda Memo_SFGSA_Center Hill Bridge.pdf
Agenda Request_SFGSA_443374-1-54-01_02.pdf
Resolution 2025-24 - FPN 443374-1-54-01_02.doc
443374-1 Draft Supplemental Agreement.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#443374-1-54-01/02 State-Funded Grant Supplemental Agreement for the Center Hill Bridge Replacement Project

Date: January 2, 2025

The Florida Department of Transportation (FDOT) has recently funded the construction phase for the Center Hill Bridge Replacement Project in the amount of $1,827,531.00 through the County Incentive Grant Program (CIGP). This is after all federal funding opportunities have been exhausted. A 50% local match is being waived since Hardee County is designated as Rural Areas of Opportunity.

Earmark Agreement # G1601 executed in 2018 includes the replacement of both College Hill and Center Hill Bridges. This contract was initially funded through State Appropriations with only a total amount of $650,000. The County completed the construction of College Hill Bridge in April 2022 in the amount of $1.8 million using in-house forces.

This contract has been extended by FDOT until January 1, 2027. Since this is not currently funded in FY 2025, a budget amendment will be completed after the State Funded Grant Supplemental Agreement is executed. This time, the county plans to procure the services of a bridge contractor to complete this project.

AGENDA REQUEST FORM

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

Department/Agency: Capital Projects Management Office

Contact Person: Christopher Simpron Phone: 863-773-3272

Email: christopher.simpron@hardeecountyfl.gov Fax: 863-773-0107

I request the following item be placed on the January 2, 2025 agenda under the following category:
(date of meeting)

X Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Christopher Simpron - Assistant County Manager - 10 minutes

Provide reason for agenda item and what the action is requested, if any:
Request Board approval and authorization for the Chairman to sign the State Funded Grant Supplemental Agreement for the Center Hill Bridge Replacement Project with FPN 443374-1-54-01/02 and funded through CIGP. Also request approval and authorization for the Chairman to sign corresponding Resolution #2025-XX.

Check if no action is required: X

Will item impact budget/funding per fiscal year? X 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:
Please return signed and recorded documents to Christopher Simpron, Capital Projects Management Office

** 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.

RESOLUTION 2025-24
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT OF CENTER HILL BRIDGE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, political subdivision of the State of Florida, has the authority to enter into agreements; and

WHEREAS, Hardee County meets the requirements under the County Incentive Grant Program (CIGP) pursuant to Section 339.2817, Florida Statutes; and

WHEREAS, Center Hill Bridge, is located north of State Road 62 and south of CR 664; and

WHEREAS, the Center Hill Bridge Replacement project identified under Florida Department of Transportation's (FDOT) Financial Project Number 443374-1-54-01/02 will be funded in the amount of $1,827,531.00 under the County Incentive Grant Program (CIGP) pursuant to Florida Statute Section 339.2817; and

WHEREAS, the Center Hill Bridge Replacement project will benefit County residents;

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

1. The Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) Agreement, related to the Center Hill Bridge Replacement project, is accepted and approved; and

2. The Chairman of the Board of County Commissioners is authorized to sign all related documents.

Adopted by the Hardee County Board of County Commissioners on this 16th day of January 2025.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

_____
Russell Melendy, Chair

ATTEST:

_____
Victoria L. Rogers,
Ex-Officio Clerk To The Board Of County Commissioners

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

Docusign Envelope ID: 71D8AD92-7C9D-4461-A554-1D3B40EE27A8

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G1601

FPN
443374-1-54-01/02

Recipient: Hardee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 27, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Hardee County to increase the funding by $1,827,531.00 (One Million Eight Hundred Twenty-Seven Thousand Five Hundred Thirty-One Dollars) in construction County Incentive Grant Program funding (phase 54) programmed to the project. Project total is now $2,477,531.00 (Two Million Four Hundred Seventy-Seven Thousand Five Hundred Thirty-One Dollars).

The Exhibit "J" State Financial Assistance (Florida Single Audit Act) is replaced in it's entirety by the revised Exhibit "J" State Financial Assistance (Florida Single Act) is incorporated by reference.

Any and all other terms and provisions in the State Funded Grant Agreement executed on February 27, 2019 remain in effect.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The purpose of this request is to provide Hardee County with County Incentive Grant Program funding of $1,827,531.00 to cover the shortfall in construction funds to due to the increase in the projected cost due to inflation.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

Docusign Envelope ID: 71D8AD92-7C9D-4461-A554-1D3B40EE27A8

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	443374-1-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2019**	Maximum Department Participation (EM19)	$650,000.00	$	$650,000.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (CIGP)	$1,827,531.00	$	$1,827,531.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,477,531.00 100.00%	$ 0.00 %	$2,477,531.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,477,531.00	$ 0.00	$2,477,531.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
Holly Randolph
133936697A4144B...
11/26/2024 | 3:13 PM EST

Signature Date

Docusign Envelope ID: 71D8AD92-7C9D-4461-A554-1D3B40EE27A8

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☒ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, (CFSA 55.039)

***Award Amount:** $2,477,531.00

*The state award amount may change with supplemental agreements

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

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

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

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

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Donn Van Stee, Tri County Human Services -** Crisis Stabilization and Detox Unit for Hardee, Highlands and DeSoto Counties

SUGGESTED ACTION:

ATTACHMENTS:
CSU presentation to the commuity 2024 (002).pptx

Tri-County HUMAN SERVICES INC

sis Stabilization Unit (CSU) and D

1/16/2025 Hardee

Welcome

Topic –

Community Need for a CSU/Detox Service Facility

Presenter- Donn Van Stee

Tri-County CSU/Detox



Tri-County HUMAN SERVICES INC

Identifying the need

- Through the years the community need has grown with the impact of individuals who were and are Baker or Marchman Acted and transported to the Lakeland area or facilities on the west coast of Florida for treatment and services. This has continued to cause a great strain on local law enforcement for many years, to transport these individuals to the nearest facility outside the local community, taking valuable law enforcement hours to complete the transport and return to their duty station.
- The need for localized CSU/Detox services within the growing community has been identified and is now very clear.
- Tri-County solicited the support from community leaders in Hardee County to discuss our desire

Tri-County CSU/Detox



Tri-County HUMAN SERVICES INC

- Through the efforts of Denise Grimsley, Senate President Ben Albritton, Rep Kaylee Tuck and others Tri-County received $5.2 million to build a facility in Wauchula/Hardee County.
- This facility will house a total of 20 beds, with 10 CSU and 10 Detox beds for adults. (Housing adolescents is still under consideration.)
- This program has the support of the Sheriffs in Hardee, Highlands and DeSoto Counites

Tri-County CSU/Detox



Tri-County HUMAN SERVICES INC

Advantages to the Community

- Less travel time for Law Enforcement away from the community to transport an outside CSU/Detox.
- More time for Law Enforcement to be in the communities instead of transporting.
- Better utilization of Behavioral Health services already in the Community. (Direct referrals from the

Tri-County CSU/Detox



Tri-County HUMAN SERVICES INC

Advantages to the Community

- Better coordination of services between the CSU/Detox and available local services such as Hospitals, Pharmacies, Primary Care physicians and local coalitions.
- Local data of persons served not combined with other counties (admitting diagnosis, readmissions, referrals to other outside resources including the state hospitals).
- Local community benefits regarding spending for goods and services in

Tri-County CSU/Detox

Identified challenges in operating the fac

Seeking the following Qualified Staff to work in a rural community environment.

1. Psychiatrist (1)
2. Physician Assistants/APRN's (2-3)
3. Nurses (3-4)
4. Clinical staff (1-3)
5. Medical/clinical support staff (10-12)



Tri-County CSU/Detox

What are our goals to meet these challenges?

- Pursue recurring funding through the Department of Children and Families through our managing entity Central Florida Behavioral Health Network. (We anticipate that we may receive about half of the annual recurring budget from them.)
- Secure contracts from private insurance companies for beds occupied by their insured lives. (CSU and Detox beds) (We are anticipating that this will account for one third of the annual expenses.)
- Utilize Medicaid and Medicare programs as appropriate.
- Seek support from the local Hospitals, the mines in the area and other support industries such as cattle and

Tri-County CSU/Detox

Annual operating costs for the faciality

- The annual operating budget identifies about $3.5 million in annual expenses (salaries, supplies, food, security, maintenance, technology, insurance, pharmacy and utilities).
- Annual inflationary impacts will add more expense over the future years.



Tri-County CSU/Detox

What are our goals to meet these challenges?

- Seek recurring support from the local County Commissioners (Hardee, Highlands, and DeSoto). We are hoping with match funding, Tri-County will receive about $1.0 Million, collectively from the three counties.
- Seek supplemental appropriations from the State Legislature, if funding falls short.

Tri-County CSU/Detox

- This facility is critically needed in the community.
- This facility will be an economic boost to the local community, with local dollars spent.
- This facility will help keep law enforcement in the community and not transport to a facility over an hour or more away.
- Data showing our local needs to the State will help secure funding for other critical needs in the future.
- The time is now to make this work. Local

Tri-County CSU/Detox

Thank you for your time and attention.

Questions?

Contact Donn Van Stee at 863-559-0703
for any information you may need.

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Planning and Zoning Board Depart.
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Variance Request from Hardee County Grants Management Department
SUGGESTED ACTION:	- Motion to approve the variance request from the Hardee County Grants Management Department, authorizing the Chair or County Manager to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Variance--BOCC Agenda Packet.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

Contact Person Todd Miller/Jorden Eisentein Phone (863) 767 1964

Email todd.miller@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 01/16/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 minutes)

Provide reason for agenda item and what the action is requested, if any:
Approval of a Variance

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / x NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Record of Decision
Return signed Record of Decision to the Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Hardee County
FLORIDA

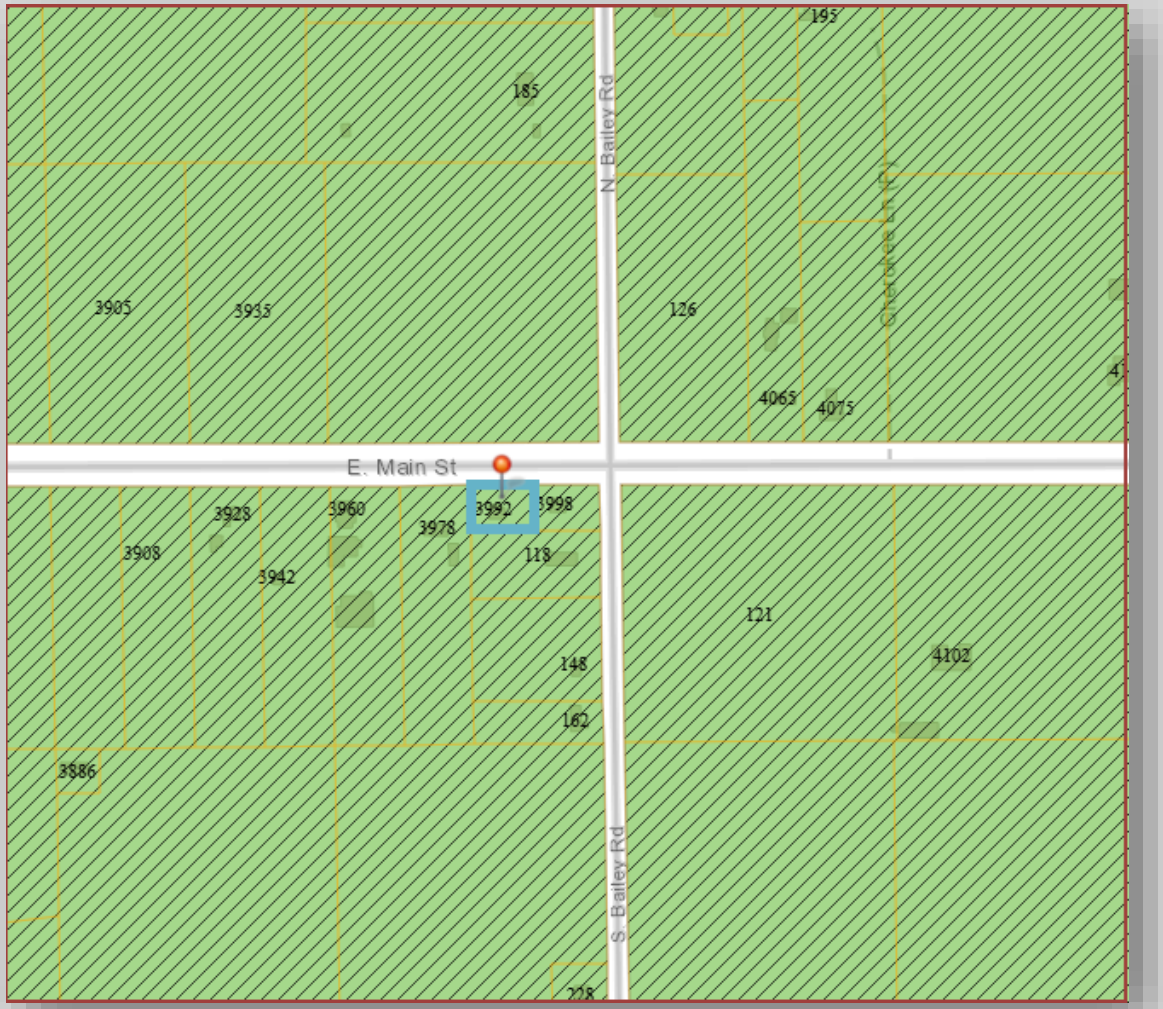
BOCC MEETING

01/16/2025

VARIANCE
HARDEE COUNTY GRANTS MANAGEMENT DEPARTMENT

Hardee County
FLORIDA

APPLICATION

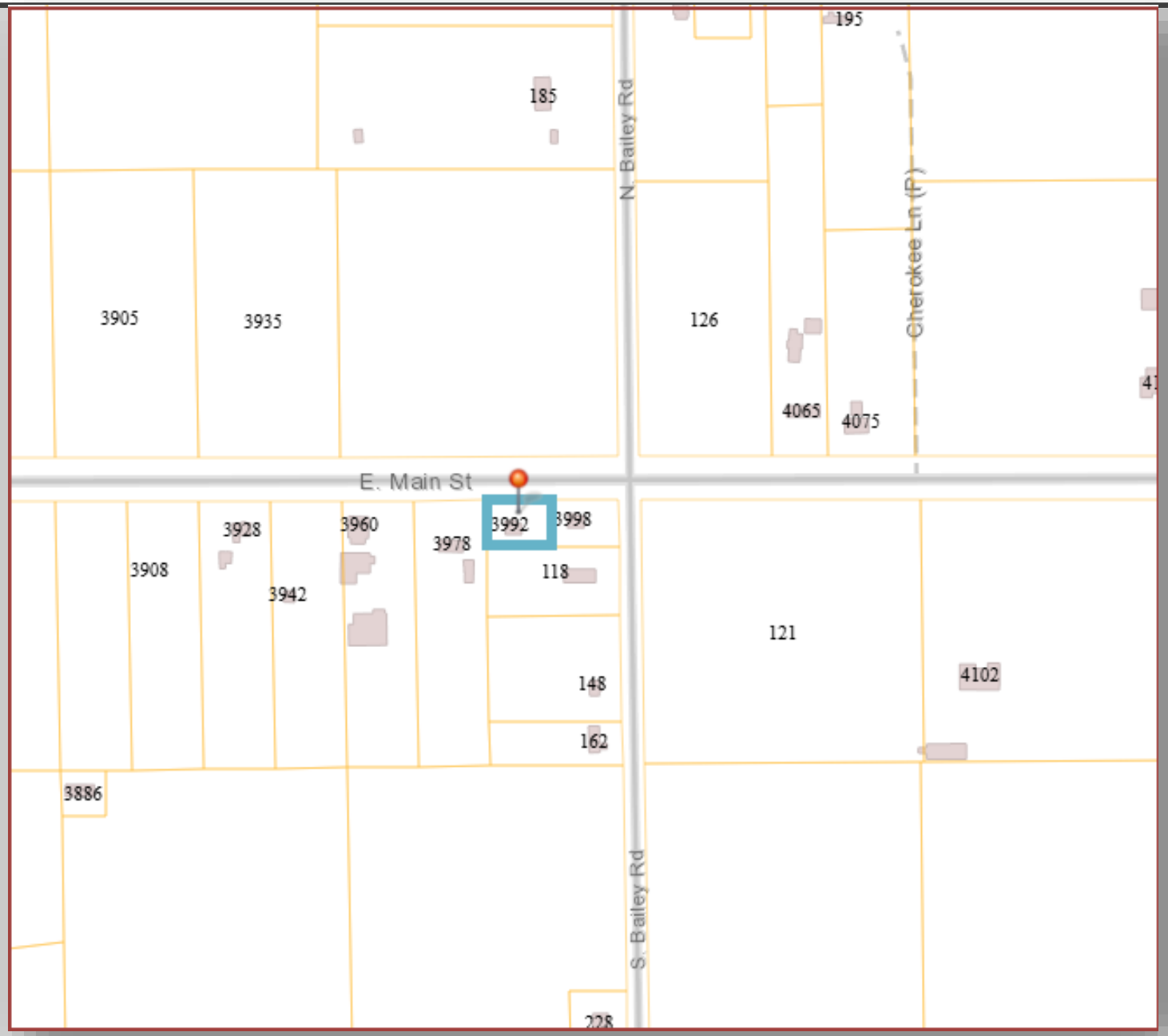


- P.O. – Johnnie Brown & Delana Herrin
- c/o –Tapanga Arana (Grants Management Dept.)
- Located on the S side of E. Main Street, W of Bailey Rd

- Requesting a reduction of the required front and rear setbacks to accommodate a new single-family home to replace the existing home which was destroyed by Hurricane Ian.
- Due to the lot-size, a variance is necessary for the lot to be considered buildable.
- This parcel is a nonconforming lot of record, which means it was created before the current zoning standards were in place and both the home and lot were created before the current property owner's had ownership of this parcel.

Hardee County
FLORIDA

LOCATION MAP



Hardee County
FLORIDA

AERIAL MAP





Hardee County
FLORIDA

CONCLUSION

Proposal complies with the criteria of Section 11.03.00 of the Hardee County Unified Land Development Code. Therefore, staff recommends APPROVAL.

Hardee County
FLORIDA

HARDEE COUNTY PLANNING/DEVELOPMENT DEPARTMENT
STAFF REPORT

Request for Variance

Agenda No:	VAR 25-06
Request:	Request for a Variance to reduce the front and rear setbacks from 50' to 40' at the front property line, and from 50' to 42' at the rear property line on a 0.55 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	Delana Herrin & Johnnie Brown c/o Hardee County Office of Grants Management 412 West Orange Avenue Wauchula, FL 33873
Location:	3992 East Main Street, Hardee County Located on the south side of East Main Street, west of South Bailey Road
Parcel Identification:	04 34 26 0000 02860 0000
Site Size:	**0.55** +/-acres
Existing Zoning/Land Use:	**A-1** (Agriculture) zoning/Agriculture FLU
Surrounding Zoning/Land Use:	All adjacent properties: A-1 (Agriculture) zoning/Agriculture FLU

Subject Property History

The subject 0.55 +/-acre A-1 zoned parcel of land was created prior to the adoption of the 1996 Unified Land Development Code, and therefore qualifies as a nonconforming lot of record, not meeting the minimum 5 acre size and 200' of lot width of the A-1 zoning district. Specifically, the subject property measures approximately 108 +/- feet deep and 150 +/- feet wide. As a nonconforming lot of record, the property may be built upon if it is at least 5,000 sf and 50 feet wide, and it must meet the required setbacks. However, at 108' in depth and requiring a 50' front setback and a 50' rear setback means the property has a buildable area that is 8' in depth. Therefore, the property is unbuildable without being granted a setback reduction for the front and/or rear setbacks.

Furthermore, the existing structure is 928 square feet, and was constructed in 1958. Thus, even the current building is not able to be rebuilt in place, and barely meets the County's minimum 780 sf size minimum.

The current request to replace the building comes out of the severe damage the structure suffered during Hurricane Ian. The property owners have worked with the County Grants Management Department to obtain SHIP housing funds to assist with the replacement of the home.

Procedural Background

Under Section 11.03.00 of the Hardee County Unified Land Development Code (ULDC), variances are reviewed based on the criteria outlined in Section 11.03.00 (B).

Staff Analysis

The criteria for review and staff's analysis are as follows:

01. Special conditions or circumstances exist that are particular to the land or structure involved and is not applicable to other lands or structures in the same land use classification.

Staff Response: As referenced above, the subject property qualifies as a nonconforming Lot of Record. However, because the property is only 108' in depth, it cannot be built upon under the required 50' front and rear setbacks.

The current request to replace the building comes out of the severe damage the structure suffered during Hurricane Ian. The property owners have worked with the County Grants Management Department to obtain SHIP housing funds to assist with the replacement of the home.

02. The special conditions and circumstances do not result from the actions of the applicant.

Staff Response: The applicant requires the replacement home due to the impacts of Hurricane Ian, an Act of God beyond their control. In addition, the size of the lot was created long before the current owners owned the property.

03. The requested Variance, if approved, will not confer on the Applicant any special privilege that is denied by the provisions of this code to other lands or structures in the same land use classification.

Staff Findings: The construction of a small, replacement home is a right enjoyed by other lands in the same zoning and land use classification (Agriculture).

04. Literal interpretation of the provisions of this code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.

Staff Findings: Literal interpretation of the provisions of the Code with regards to required setbacks without relief would render the subject property unbuildable.

05. That the variance granted is the minimum variance that will make possible a reasonable use of the property.

Staff Findings: *The variance request (10' reduction on the front, 8' reduction on the rear) is the least amount of setback reduction required to make the parcel buildable, and accommodate a small, replacement home.*

06. That granting the variance will be in harmony with the general intent of the Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Staff Response: The surrounding area is comprised of a variety of lot sizes (many of which are also lots of record) and small housing types. As such, the replacement of the home with another small, single family structure will not be inconsistent or otherwise injurious to the neighborhood.

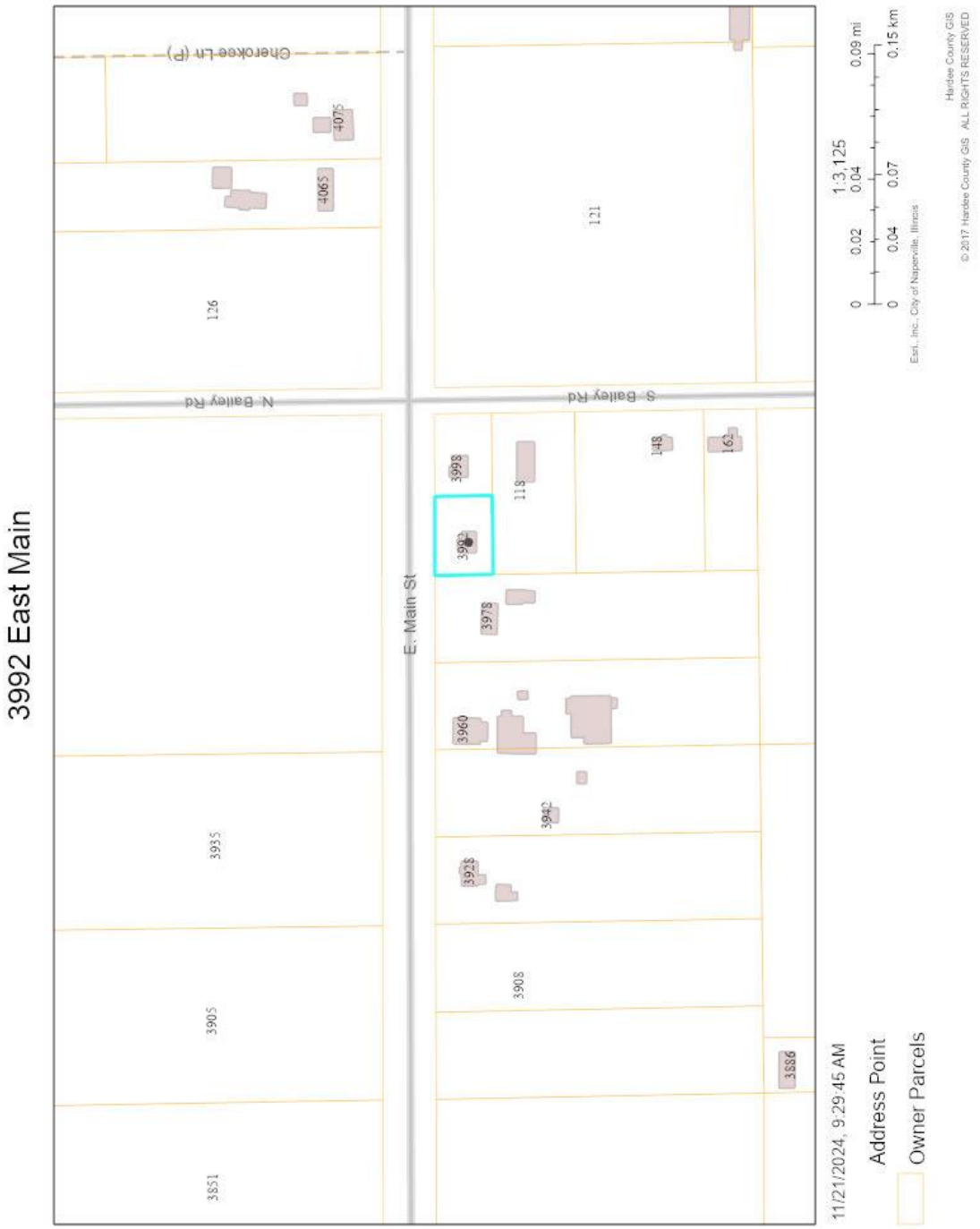
Conclusion:

Pursuant to the review and analysis of the above-cited standards staff finds that approval of a variance to Table 3.03.00(C) to reduce the minimum front yard setback from 50' to 40', and to reduce the minimum rear yard setback from 50' to 42' is consistent with the intent of the Hardee County Unified Land Development Code and the Hardee County Comprehensive Plan.

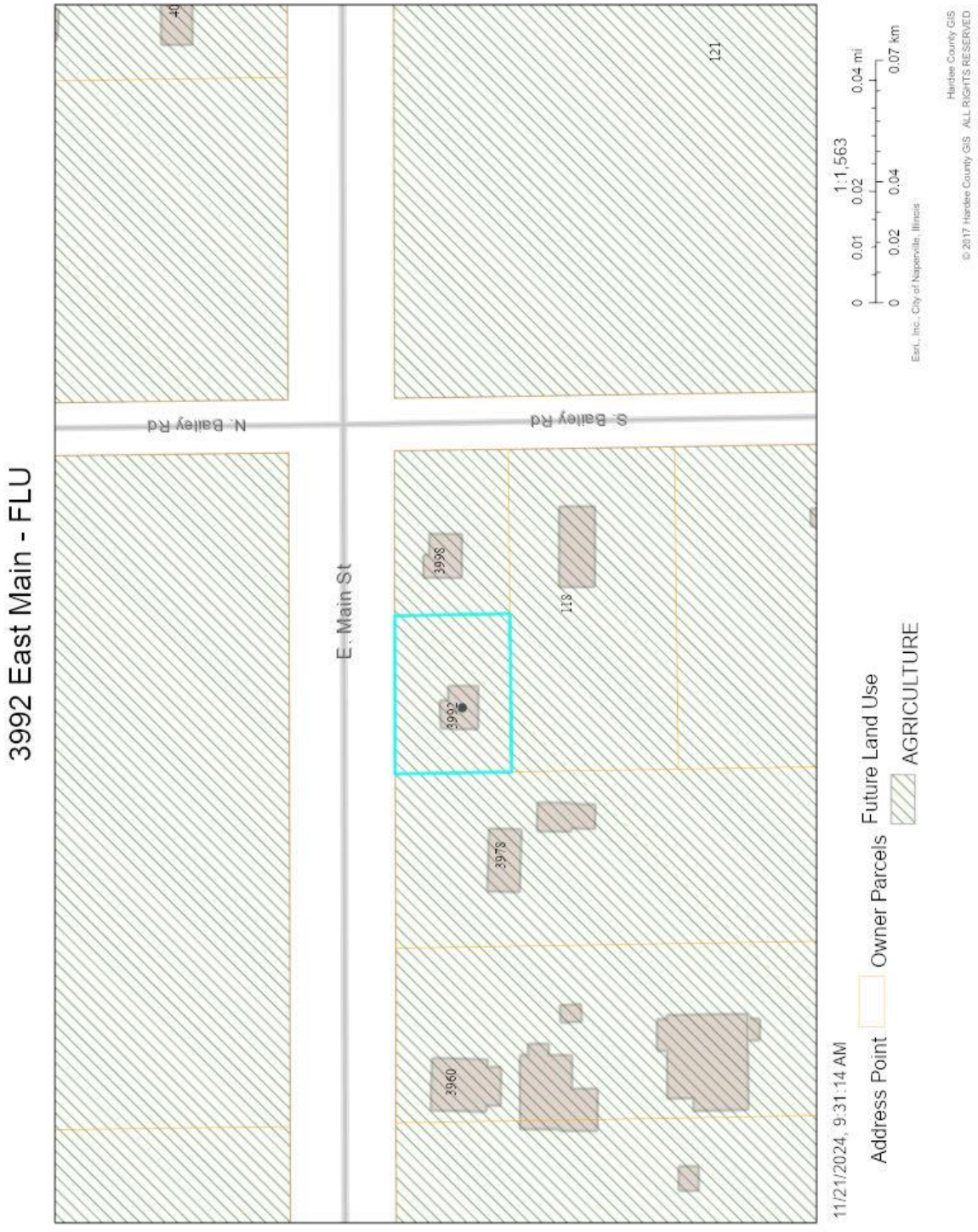
Recommendation:

Staff recommends **APPROVAL** to the Planning/Zoning Board of VAR-25-06 to reduce the front and rear setbacks from 50’ to 40’ at the front property line, and from 50’ to 42’ at the rear property line on a 0.55 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category to accommodate a new, replacement home for the property owner.

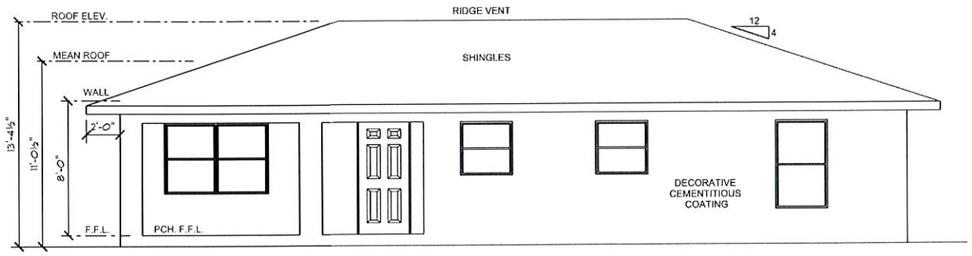
Attachments:
Location Map
Zoning Map
FLU Map
Aerial Map


3992 East Main
Cherokee Ln (P)
N. Bailey Rd
S. Bailey Rd
E. Main St
4075
4065
126
121
3998
3993
118
148
162
3978
3960
3942
3928
3908
3935
3905
3851
3886
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km
1:3,125
Esri, Inc., City of Napenville, Illinois
Hardee County GIS
© 2017 Hardee County GIS ALL RIGHTS RESERVED
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Address Point
Owner Parcels

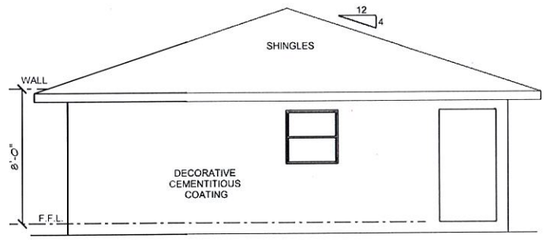

3992 East Main - Zoning
N. Bailey Rd
S. Bailey Rd
E. Main St
3998
3992
3978
3960
118
121
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Address Point
Owner Parcels
Zoning
A-1 - (Agriculture)
1:1,563
0 0.01 0.02 0.04 mi
0 0.02 0.04 0.07 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS
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3992 East Main - FLU
N. Bailey Rd
S. Bailey Rd
E. Main St
3998
3992
3978
3960
118
121
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Address Point
Owner Parcels
Future Land Use
AGRICULTURE
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Esri, Inc., City of Naperville, Illinois
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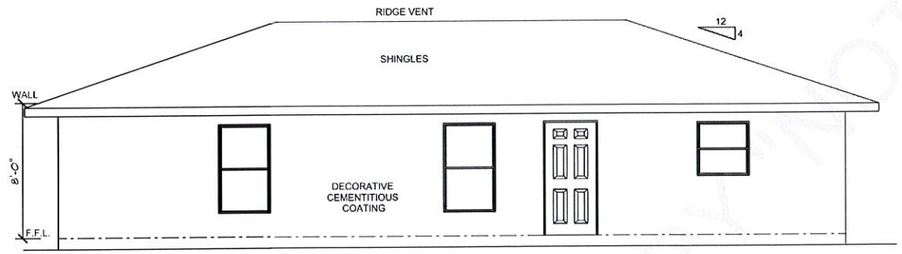

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Owner Parcels
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State of Florida, Maxar, Microsoft
Hardee County GIS
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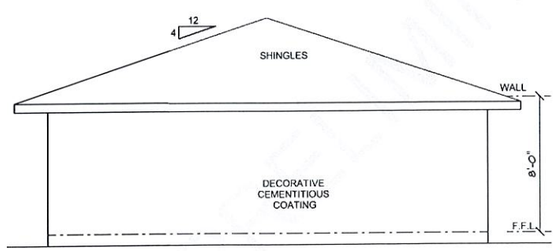
FRONT SIDE
NORTH ELEVATION
1/4"= 1'-0"



LEFT SIDE
EAST ELEVATION
1/4"= 1'-0"



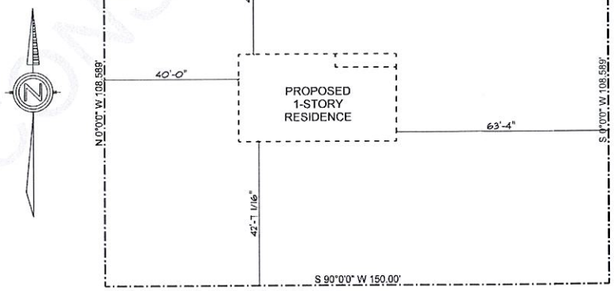
BACK SIDE
SOUTH ELEVATION
1/4"= 1'-0"



RIGHT SIDE
WEST ELEVATION
1/4"= 1'-0"

RECEIVED
NOV 06 2024
BY:

3992 EAST MAIN ST.



STRAP #: 04-34-26-0000-02860-0000

LEGAL DESCRIPTION: (THIS IS NOT A SURVEY)
.55 AC W 150 FT OF N 160 FT OF E1/4 OF N1/2 OF NW1/4 OF SW1/4 04

PROPOSED SITE PLAN
1"= 20'

DESIGN DATA:

APPLICABLE CODES:
FLORIDA BUILDING CODE 2023 (8TH EDITION) RESIDENTIAL
NATIONAL ELECTRICAL CODE (LATEST EDITION)

ULTIMATE DESIGN WIND SPEED:	139 MPH
NOMINAL DESIGN WIND SPEED:	108 MPH
NOT IN THE WIND BORNE DEBRIS REGION, OPENING PROTECTION NOT REQUIRED.	
OCCUPANCY	R3
RISK CATEGORY	II
WIND EXPOSURE CATEGORY	C
ENCLOSED INTERNAL PRESSURE COEFFICIENT	+/- 0.18
MEAN ROOF HEIGHT	SEE ELEVATIONS
TOP CHORD TOP LIVE LOAD	20 PSF
TOP CHORD DEAD LOAD	10 PSF
BOTTOM CHORD LIVE LOAD (NON-CONCURRENT 10 PSF)	10 PSF
BOTTOM CHORD DEAD LOAD	10 PSF

GENERAL NOTES:

C10 CONTRACTOR TO VERIFY & COORDINATE W/ ALL LOCAL UTILITIES COMPANIES AS TO SERVICE LOCATIONS.
C11 CONTRACTOR SHALL COMPLY W/ ALL LOCAL CODES AND ORDINANCES.
C12 CONTRACTOR SHALL BE RESPONSIBLE FOR INCLUSION OF ANY ITEMS REQUIRED BY CODE NOT SHOWN ON PLANS.
C13 CONTRACTOR TO VERIFY ALL DIMENSIONS AND ROOF PITCHES PRIOR TO CONSTRUCTION.
C14 ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR INCLUSION OF ANY ITEM REQUIRED BY CODE NOT SHOWN ON PLANS.
C15 CALCULATION OF ALL EQUIPMENT, DUCT AND REGISTER SIZES, AND THEIR LOCATIONS TO BE THE RESPONSIBILITY OF THE SUPPLIER.
C19 WINDOWS SHOWN ON FLOOR PLAN & ELEVATIONS ARE STANDARD SIZES. - ROUGH OPENINGS SHALL BE DETERMINED BY SELECTED MANUF. - CONTRACTOR TO VERIFY.
C20 CONTRACTOR TO VERIFY THAT OPENINGS IN ALL HAZARDOUS LOCATIONS RECEIVE SAFETY GLASS.
C23 VENTILATE ROOF TO 1/300th OF INSULATED CEILING AREA.
C24 DIMENSIONS TO EXT. BLK, WALLS INCLUDE: 7 1/2" BLK, 3/4" RIGID INSUL. & 3/4" FURRING (9" TOTAL)
C25 DIMENSIONS TO EXT. FRM. WALLS INCLUDE: ACTUAL STUD & 1/2" SHEATHING SET FLUSH W/ FOUNDATION
C26 INTERIOR WALLS ARE DIMENSIONED TO FRAMING (3 1/2" OR 5 1/2")

SIVER ENGINEERING SERVICES, INC.
3037 CEDORA TERRACE, SEBRING, FL 33870
WORK: 863-235-0239
RICHARD A. SIVER, FL P.E. #65698

THIS BUILDING/STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE (8TH EDITION) RESIDENTIAL

STRUCTURAL DESIGN PREPARED UNDER THE RESPONSIBLE CHARGE OF RICHARD A. SIVER, P.E. RICHARD A. SIVER P.E. HAS NOT BEEN RETAINED TO PROVIDE NOR IS HE RESPONSIBLE FOR, FIELD SUPERVISION, INSPECTION, CONSTRUCTION ADMINISTRATION OR THE DESIGN OF ANY NON-STRUCTURAL ITEMS OR SYSTEMS.

DRAFTING & DESIGN
E. PAUL BOWERS
5031 COVEVIEW DR.
ST. CLOUD, FL. 34771
863-835-0497

CONTRACTOR

CLIENT
JOHNNIE & DELANA BROWN
3992 EAST MAIN STREET
WAUCHULA, FL 33873

INDEX
A1- ELEVATIONS
SITE PLAN
A2- FLOOR PLAN
ELECTRICAL
S1- FOUNDATION
STRUCTURAL
SECTION A

SHEET
A1

BROWN RESIDENCE

CLIENT

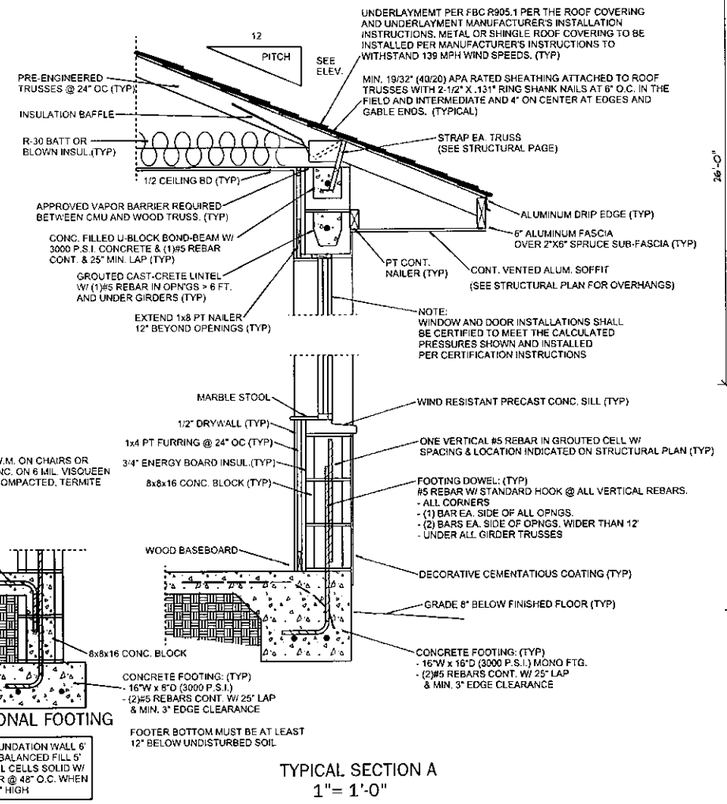
AREAS
1141 LIVING
0000 GARAGE
72 ENTRY
0000 LANAI
1213 TOTAL

REVISIONS
9-20-23
9-29-23
11-07-24

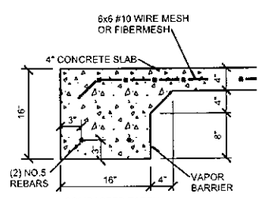
PRINT DATE
November 07, 2024

NO PART OF THESE DRAWINGS SHALL BE COPIED OR USED FOR OTHER THAN THIS SPECIFIC PROJECT AND LOCATION WITHOUT WRITTEN CONSENT OF E. P. BOWERS. DESIGNERS. THE IDEAS, DESIGN LAYOUT, SOFTWARE AND CONTRACT DOCUMENTS, ARE THE SOLE PROPERTY OF E. P. BOWERS. VISUAL CONTACT WITH THESE IDEAS, LAYOUT AND CONTRACT DOCUMENTS SHALL CONSTITUTE EVIDENCE OF ACCEPTANCE OF THIS REQUIREMENT.

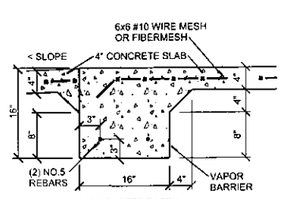
PRELIMINARY NOT FOR CONSTRUCTION



TYPICAL SECTION A
1"= 1'-0"



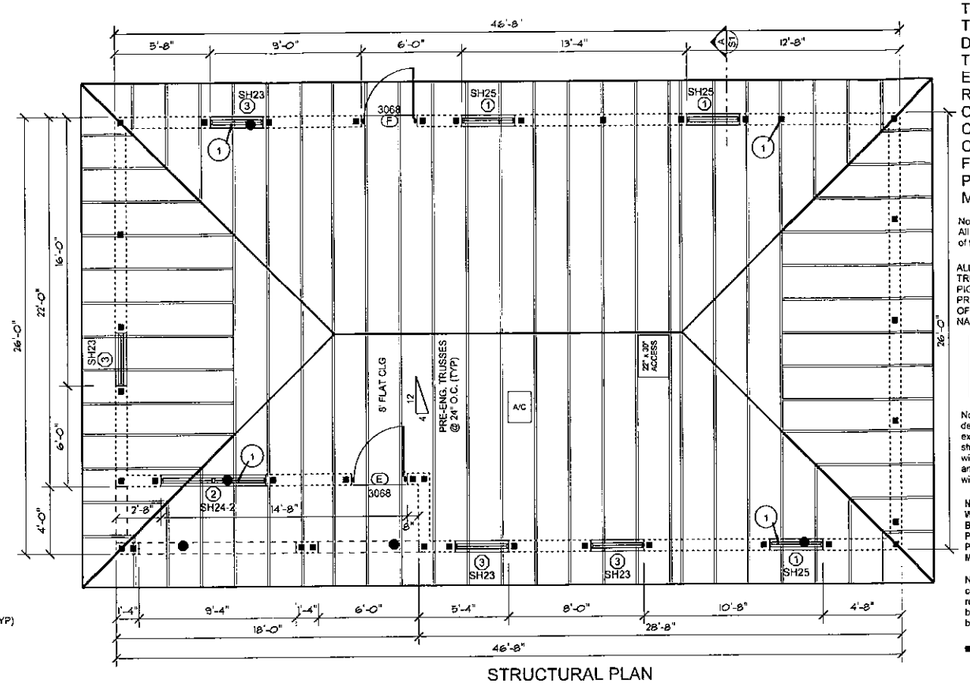
1-STORY
F-1 MONOLITHIC
FOOTING



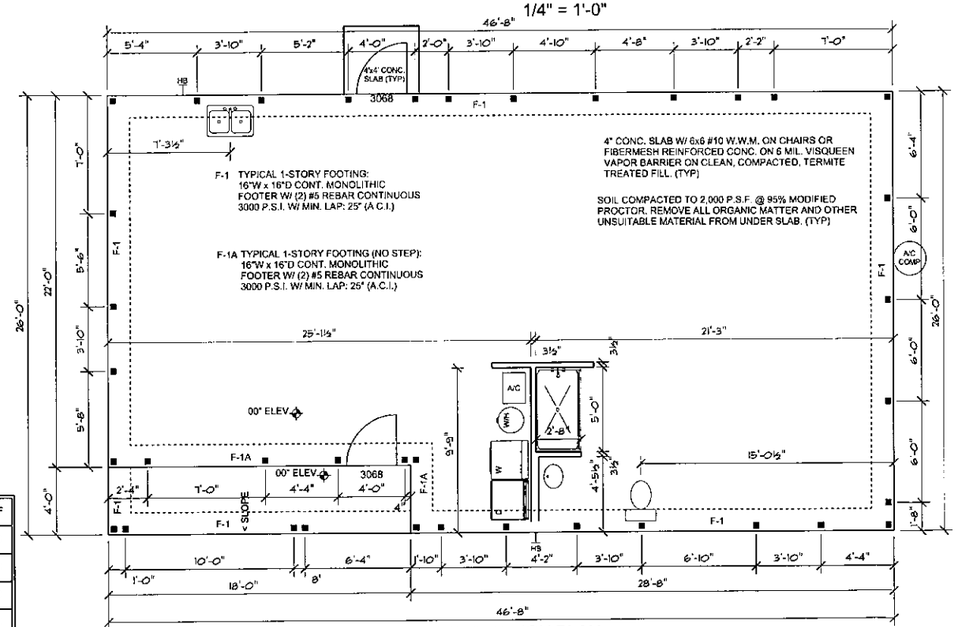
F-1A 1-STORY
MONOLITHIC
FOOTING

OPENING
DESIGN
PRESSURES

ID	TYPE	SIZE	+PSF	-PSF
1	WINDOW	37" x 63"	+50	-50
2	WINDOW	74" x 50"	+50	-50
3	WINDOW	37" x 38"	+50	-50
E	DOOR	3'-0" x 6'-8"	+50	-50
F	DOOR	3'-0" x 6'-8"	+50	-50



STRUCTURAL PLAN
1/4" = 1'-0"



FOUNDATION PLAN
1/4" = 1'-0"

THIS STRUCTURE HAS BEEN DESIGNED USING THE TRUSS FRAMING SHOWN HEREIN. DEVIATIONS FROM THIS FRAMING MAY VOID THE STRUCTURAL DESIGN. FINAL TRUSS ENGINEERING SHALL BE PROVIDED TO RICHARD A. SIVER, PE PRIOR TO COMMENCING CONSTRUCTION TO ENSURE STRUCTURAL CODE COMPLIANCE AND LOAD PATH CONTINUITY. GIRDER PLIES SHOWN ON THIS FRAMING PLAN ARE DIAGRAMMATIC ONLY; PLIES MAY BE ADJUSTED BY THE TRUSS MANUFACTURER AS NEEDED. -TYPICAL-

Note: All trusses shall be southern pine species. All truss-to-truss connections are the responsibility of the truss manufacturer per ANSI / TPI - 2002.

ALL CONTINUOUS LATERAL WEB BRACING SHOWN ON TRUSS DESIGN DRAWINGS, AND ALL BOTTOM CHORD AND PIGGY BACK RAT RUNS TO BE 2 X 4 #3 5 Y.P. AND SHALL BE PROPERLY DIAGONALLY BRACED PER THE LATEST EDITION OF WTCA'S BCSI. CONNECT OT EACH TRUSS W/ (2) 16d NAILS (TYP)

ALL PORCH CEILINGS MUST BE SHEATHED WITH 1/2" EXTERIOR GRADE PLYWOOD W/ 8d @ 6"O.C. TYP.

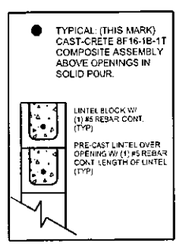
Note: Builder/Owner is responsible for determining the actual rough opening size for all exterior doors and windows. These openings shall be sized based on the actual doors and windows which are to be installed in this building and shall allow for the 1/8" maximum gap between window / door frame and the "buck strip".

NOTE:
WINDOW AND DOOR INSTALLATIONS SHALL BE CERTIFIED TO MEET THE CALCULATED PRESSURES SHOWN AND INSTALLED PER CERTIFICATION INSTRUCTIONS. MULLIONS MUST MEET 1.5 TIMES DESIGN PRESSURE

Note: Acceptable certifications for wind pressure compliance for all exterior windows, doors, garage doors, roof assemblies, any other components, and cladding shall be provided to engineer and building department by owner or builder at time of application for building permit.

■ TYPICAL: (THIS MARK)
THIS SYMBOL INDICATES LOCATION OF A 5/8" VERTICAL STEEL REINFORCEMENT ROD, PROPERLY TIED TO FOOTER AND PROPERLY SPLICED, WHICH RUNS CONTINUOUS TO UPPER HORIZONTAL BOND/TIE BEAM. THE "CELLS" IN WHICH THIS ROD IS LOCATED SHALL BE POURED SOLID WITH CONCRETE DURING THE BOND/TIE BEAM POUR. CONCRETE MIXTURE SHALL BE 3,000 PSI AND LOCATIONS ARE AS FOLLOWS:
1. AT ALL INSIDE & OUTSIDE CORNERS
2. 6'-0" O.C. MAX.
3. AT EACH SIDE OF ALL OPENINGS.
4. TWO #5 REBARS AT EACH SIDE OF ALL OPENINGS WIDER THAN 12'-0"
5. AT ALL LOCATIONS WHERE A GIRDER BEAM OR GIRDER TRUSS BEAR ON MASONRY WALLS.
6. AT ALL #1 HIP TRUSS LOCATIONS.

● TYPICAL: (THIS MARK)
CAST-CRETE 8F16-1B-1T COMPOSITE ASSEMBLY ABOVE OPENINGS IN SOLID POUR.



ALL REINFORCING STEEL SHALL BE UNUSED, DEFORMED BILLET STEEL CONFORMING TO ASTM A 615, GRADE 40.

ALL EPOXY SHALL BE SIMPSON SET-22 OR EQUIVALENT. (TYP)

REPLACEMENT STRAP FOR MISSED TRUSS STRAPS: SIMPSON MTSM16 W/ (7)10d TRUSS, & (4)1/4" x 2 1/4" SIMPSON TITEN SCREWS TO CMU; USE (2) STRAPS ON THE #1 HIP GIRDER TRUSS (TYP)

CONNECTOR SCHEDULE

INSTALL ALL HARDWARE PER MANUFACTURERS RECOMMENDATIONS (TYP)

MARK	LOCATION	SIMPSON STRAP (OR EQUAL)	SUPPLIED LOAD (133)	LATERAL SIDE/SIDE	LATERAL FT/BK
	CMU TO COMMON TRUSS	META16 W/ (8) 0.148 x 1 1/2"	U=1450#	340#	770#
①	CMU TO #1 HIP GIRDER	HHETA20 W/ (9) 0.162 x 3 1/2"	U=2120#	340#	770#

SIVER ENGINEERING SERVICES, INC.
3557 CEDORA TERRACE, SEBRING, FL 33875
WORK: 863-235-0235
RICHARD A. SIVER, PE, P.E. #65635

THIS BUILDING/STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE (8TH EDITION), RESIDENTIAL

STRUCTURAL DESIGN PREPARED UNDER THE RESPONSIBLE CHARGE OF RICHARD A. SIVER, P.E. RICHARD A. SIVER, P.E. HAS NOT BEEN RETAINED TO PROVIDE, NOR IS HE RESPONSIBLE FOR, FIELD SUPERVISION, INSPECTION, CONSTRUCTION ADMINISTRATION OR THE DESIGN OF ANY NON-STRUCTURAL ITEMS OR SYSTEMS

DRAFTING & DESIGN
E. PAUL BOWERS
9021 COVEVIEW DR.
S. CLOUD, FL 34771
863-835-0497

CONTRACTOR

CLIENT
JOHNNIE & SELMA BROWN
3992 EAST MAIN STREET
WAUCHULA, FL 33873

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SITE PLAN
A2- FLOOR PLAN
ELECTRICAL
S1- FOUNDATION
STRUCTURAL SECTION A

SHEET
S1

BROWN RESIDENCE

CLIENT

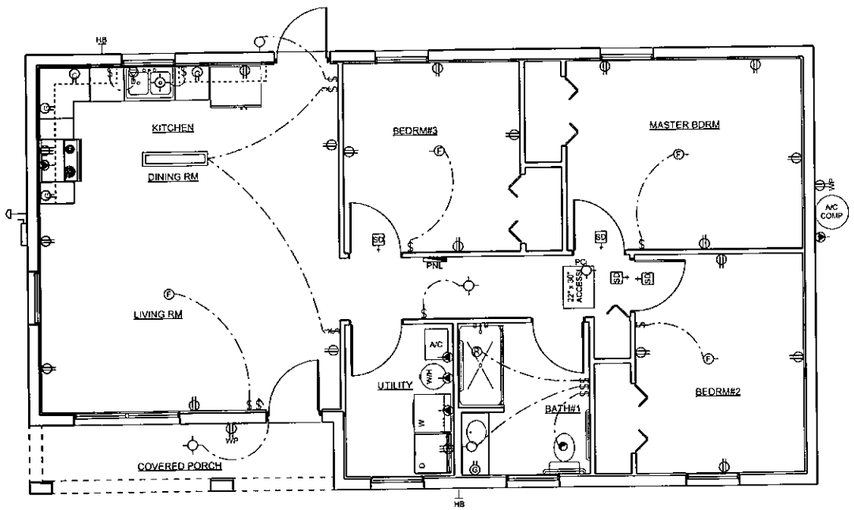
AREAS
1141 LIVING
0000 GARAGE
72 ENTRY
0000 LANAI
1213 TOTAL

REVISIONS
9.23.23
9.29.23
11.07.24

PRINT DATE
November 07, 2024

NO PART OF THESE DRAWINGS SHALL BE COPIED ON USED FOR OTHER THAN THIS SPECIFIC PROJECT AND LOCATION WITHOUT WRITTEN CONSENT OF E.P. BOWERS, DESIGNERS. THE IDEAS, DESIGN LAYOUT, SOFTWARE AND CONTRACT DOCUMENTS ARE THE SOLE PROPERTY OF E.P. BOWERS. VISUAL CONTACT WITH THESE DRAWINGS OR WRITTEN DOCUMENTS SHALL CONSTITUTE EVIDENCE OF ACCEPTANCE OF THIS REQUIREMENT

ELECTRICAL	COUNT	SYMBOL
Smoke detector	4	SD
Disconnect	1	
Disposal	1	
Electric panel	1	PNL
Electric weatherhead	1	
Fan (bath)	1	
Fan (outlet)	4	F
Fluorescent (1x4)	1	
Light (ceiling)	3	
Light (pull-chain)	1	PC
Light (recess)	1	R
Light (wall)	2	
Outlet	18	
Outlet (220V)	2	
Outlet (GFI)	5	GFI
Outlet (special purpose)	5	
Outlet (weatherproof)	2	WP
Switch	12	S
Switch (3-way)	2	S3



ELECTRICAL PLAN NOT REVIEWED BY ENGINEER

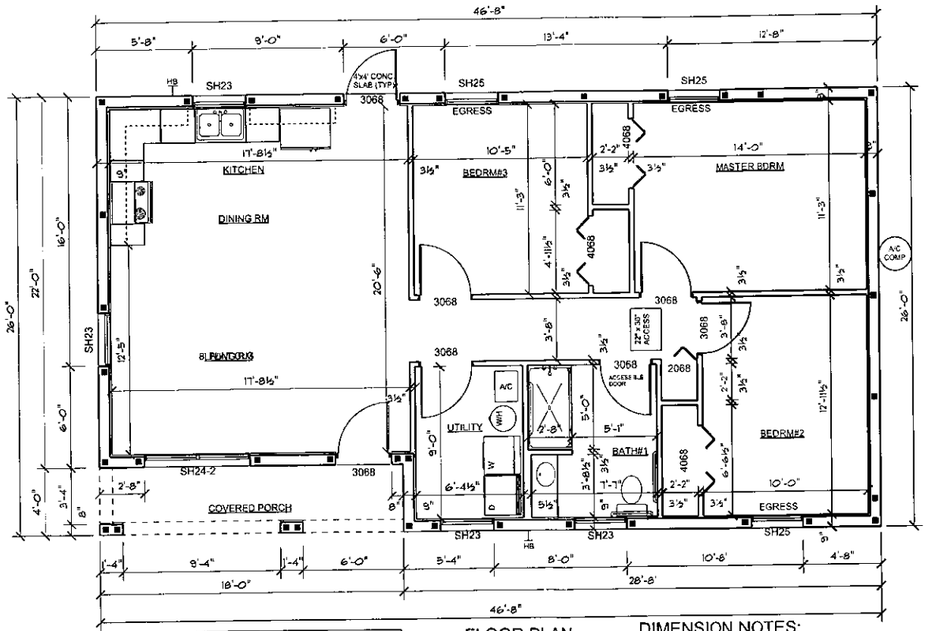
ELECTRICAL PLAN
1/4"= 1'-0"

ALL OUTLETS REQUIRE ARC-FAULT CIRCUIT-INTERCEPT PROTECTION (AFCI) PER ELECTRICAL CODE 210.2 AND 210.8

LOCATE ELECTRIC PANEL AND/OR DISCONNECT PER LOCAL SERVICE LOCATION

OWNER OR CONTRACTOR TO LOCATE CABLE AND PHONE OUTLETS

IF GAS APPLIANCES, FIREPLACE OR GARAGE IS ADDED CARBON MONOXIDE ALARMS MUST BE INSTALLED WITHIN TEN FEET OF THE PRIMARY ENTRANCE TO EACH SLEEPING ROOM.



REFER TO PAGE S1 FOR C&C DESIGN PRESSURES

FLOOR PLAN
1/4"= 1'-0"

DIMENSION NOTES:

BLOCK WALLS	7 1/2" + 3/4" + 3/4" = 9"
INT. PARTITIONS	3 1/2" OR 5 1/2"
EXTERIOR FRAME WALLS	3 1/2" + 1/2" = 4" 5 1/2" + 1/2" = 6"

BROWN RESIDENCE

NO PART OF THESE DRAWINGS SHALL BE COPIED ON USED FOR ANY OTHER THAN THIS SPECIFIC PROJECT AND LOCATION WITHOUT WRITTEN CONSENT OF E. P. BOWERS, DESIGNERS. FILE #DAS, DESIGN LAYOUT SOFTWARE AND CONTRACT DOCUMENTS. ARE THE SOLE PROPERTY OF E.P. BOWERS. VISUAL CONTACT WITH THESE ISSUED LAYOUT AND CONTRACT DOCUMENTS SHALL CONSTITUTE EVIDENCE OF ACCEPTANCE OF THIS RESTRICTION.

CLIENT

AREAS
1141 LIVING
0000 GARAGE
72 ENTRY
0000 LANAI
1213 TOTAL

REVISIONS
9-20-23
9-29-23
11-07-24

PRINT DATE
November 07, 2024

SIVER ENGINEERING SERVICES, INC.
3837 CEDORA TERRACE, SEBRING, FL 33870
WORK 863-256-0039
RICHARD A. SIVER, P.E. #65698

THIS BUILDING/STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE 8TH EDITION/RESIDENTIAL

STRUCTURAL DESIGN PREPARED UNDER THE RESPONSIBLE CHARGE OF RICHARD A. SIVER, P.E. RICHARD A. SIVER P.E. HAS NOT BEEN RETAINED TO PROVIDE, NOR IS HE RESPONSIBLE FOR, FIELD SUPERVISION, INSPECTION, CONSTRUCTION ADMINISTRATION OR THE DESIGN OF ANY NON-STRUCTURAL ITEMS OR SYSTEMS

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A2

RECORD OF DECISION AND NOTICE OF BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY

PROPERTY OWNER/ APPLICANT	Johnnie Brown Delana Herrin 3992 E Main St Wauchula, FL 33873	***DATES OF HEARING***	P/Z 12/05/2024 BoCC 01/16/2025
		AGENDA NO.	25-06 Variance

LEGAL DESCRIPTION Parcel I.D. No.: 04 34 26 0000 02860 0000—0.55+/-acres
The West 150 feet of the North 160 feet of the E¼ of the N½ of the NW¼ of SW¼ of Section 4, Township 34 South, Range 26 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/Zoning Board and the Board of County Commissioners your request for a Variance to reduce the minimum required setbacks from: Front 50' to 40' and Rear 50' to 42' to accommodate a new single-family home has been **APPROVED**.

Existing Conditions and Background History

As an existing Lot of Record with dimensions of approximately 150' x 108', the parcel cannot meet the A-1 zoning setback requirement of 50' on the Front and 50' on the Rear.

Staff Analysis

Staff has reviewed the standards of Sections 11.03.00 of the ULDC for review of the Variance requests, and the purpose and intent of the Hardee County Comprehensive Plan, and finds the request is consistent with the requirements, intents and purposes thereof.

_____ _____

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964

A:\DECISION-\VARIANCE\Herrin and Brown

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda - Ordinances
AGENDA SECTION:	**BUSINESS AGENDA - Ordinances:**
SUBJECT:	**Casey Dasher, Public Safety Director -** Fire Prevention Ordinance 2025-01
SUGGESTED ACTION:	- Motion to approve the first reading of Ordinance 2025-01, An Ordinance of the Board of County Commissioners of Hardee County, Florida, creating Chapter 15 of the Hardee County Code of Ordinances "Fire Prevention and Protection" to provide guidelines for fire prevention; providing for enforcement, imposition of penalties and administrative fines; providing for repeal, conflicts, severability, codification and for an effective date.

ATTACHMENTS:

Chpt 15 Fire Prevention DRAFT .docx

Hardee County Fire Prevention Code_Business Impact Form.docx

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, CREATING CHAPTER 15 OF THE HARDEE COUNTY CODE OF ORDINANCES "FIRE PREVENTION AND PROTECTION" TO PROVIDE GUIDELINES FOR FIRE PREVENTION; PROVIDING FOR ENFORCEMENT, IMPOSITION OF PENALTIES AND ADMINISTRATIVE FINES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 125, Florida Statutes, authorizes the various counties of the State of Florida to adopt regulations in the interest of the public health, safety, and the general welfare of the public; and

WHEREAS, the Board of County Commissioners (the "Board") of Hardee County, Florida (the "County") desire to update the County Code of Ordinances as may be amended and revised from time to time, which serve as the laws and regulations of the County; and

WHEREAS, the Board has determined that it is in the best interests of the County to provide easily ascertainable regulations and requirements concerning fire prevention~~;~~ and

WHEREAS, it is desirable and beneficial to the citizens and residents of the County to protect the health, safety and welfare of the public by prescribing guidelines for fire prevention within the County; and

WHEREAS, this Ordinance was duly noticed and advertised pursuant to the law; and

WHEREAS, Chapter 15 "Fire Prevention and Protection" shall be created as provided for herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY:[1]

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Creation. That Chapter 15, "Fire Prevention and Protection," of the County Code of Ordinances is hereby created as follows:

CHAPTER 15 FIRE PREVENTION AND PROTECTION

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Article I. In General.

Section 15.1. Introduction and Title.

This Chapter sets forth Hardee County's rules and regulations for intended to control fire hazards; regulate the installation, use, testing, and maintenance of equipment; regulate the use of structures, premises, and open areas; provide for the abatement of fire hazards, establish responsibilities and the procedures for code enforcement; and setting for the standards for compliance and achievement of these regulations with the objective of improving public safety.

This Chapter shall be the "Hardee County Fire Prevention Code".

Section 15.2. Fire Prevention Division Established

15.2.1 In accordance with Chapter 633, F.S., the Fire Chief shall designate a Fire Official as Fire Marshal. The Fire Marshal of Hardee County shall be responsible for the enforcement of the Hardee County Fire Prevention Code. To assist in the performance of the responsibilities and duties placed upon the Fire Marshal of Hardee County, the Fire Prevention Division of Hardee County is hereby established, to be under the control of the Fire Chief.

15.2.2 The Fire Prevention Division within Hardee County Fire Rescue shall operate under the supervision of the Fire Marshal of Hardee County. In accordance with Chapter 633, F.S., the Fire Marshal shall be responsible for the direct administration and enforcement of the Hardee County Fire Prevention Code. The Fire Marshal may designate such number of Fire Inspectors as shall from time to time be authorized by the Fire Chief of Hardee County.

Section 15.3. Duties and Responsibilities

15.3.1 It shall be the duty of the Fire Marshal and his/her designees to enforce all rules and regulations of Hardee County Fire Prevention Code, which shall consist of but not be limited to the following:

(A) Prevention of Fires
(B) The storage and use of explosives and flammables
(C) Installation and maintenance of automatic and other fire alarm systems and fire extinguishing systems
(D) The means and adequacy of exits from buildings and all other places in which numbers of persons work, live, or congregate from time to time for any purpose, in case of a fire
(E) Investigation of the cause, origin, and circumstances of fires
(F) Maintenance of fire cause and loss records

Section 15.4. Definitions

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms not defined herein shall have the meaning found in the currently adopted edition of the Florida Fire Prevention Code.

Authority Having Jurisdiction ("AHJ") - Hardee County Fire Rescue through the Fire Chief and/or his designated State Certified Inspector

Building Code –The Florida Building Code, as amended from time to time, Chapter 553, F.S.

Building Rehabilitation - Any work on an existing building that includes repair, renovation, modification, addition, reconstruction, change of use, change of occupancy classification, change of subclassification or any building as described in NFPA 101, Chapter 43.

Division – the Hardee County Fire Prevention Division as established in Section 15.2.

Fire Department Access Road – The road or other means developed to allow access and operational setup for firefighting and rescue operations

National Fire Code – The compilation of the National Fire Protection Association codes, standards, guides, recommended practices, and manuals published by the National Fire Protection Association and as adopted by Hardee County Fire Rescue.

NFPA – National Fire Protection Association as referenced in the Florida Building Code. NFPA Standards or NFPA Codes # shall mean the referenced code or standard as compiled and published by the National Fire Protection Agency

Path of Egress – A path of travel from any point within a building, including but not limited to, the exit access, exit, and exit discharge as delineated on the life safety plan and/or as determined by the AHJ.

Story - That portion of a building including between the upper surface of a floor and the upper surface of the floor or roof next above. A parking area beneath a building is considered a story.

Substantial Damage – this shall have the meaning as provided in the ULDC.

Substantial Improvement – this shall have the meaning as provided in the ULDC.

Substantially Altered – A structural alteration increasing the square footage of an existing building such that the square footage of the entire building exceeds that listed in the Florida Fire Prevention Code, shall be considered a substantial alteration.

ULDC - shall be the Hardee County Unified Land Development Code

Section 15.5. Adoption and Conflicts.

15.5.1 Florida Fire Prevention Code (FFPC) –The Florida Fire Prevention Code as adopted by the State of Florida pursuant to Section 633.202, FS, as amended from time to time is hereby adopted and incorporated as fully as if set out at length herein, save and except such portions as are deleted, modified, added, or amended in this Chapter. Not less than one copy of the adopted issue of the Florida Fire Prevention Code of the National Fire Protection Association, and the adopted standards and codes of the National Fire Codes shall be filed in the office of Hardee County Fire Rescue and the provisions thereof shall be controlling within the limits of the County, and within any municipality which has entered into an interlocal agreement or contract for services from Hardee County Fire Rescue unless otherwise provided for. Whenever the Florida Fire Prevention Code as referenced herein and the Hardee County Code of Ordinances or the ULDC address an identical issue, the more stringent fire protection provisions shall apply unless otherwise prohibited by applicable Florida Law.

15.5.2 Florida Building Code (FBC) –All fire safety and/or protections standards or requirements of the Florida Building Code as identified in Section 15.4 of this Chapter are hereby incorporated and made a part of this Chapter Whenever the Florida Building Code or the Florida Fire Prevention Code addresses an identical issue, conflicts will be resolved in accordance with Section 533.73, F.S., as may be amended.

15.5.3 Hardee County Unified Land Development Code (ULDC) - Whenever there is a conflict between the ULDC and this Code, the more stringent fire protection provision shall apply.

Section 15.6 Application

15.6.1 The provisions of this Chapter shall apply to all buildings, structures, vehicles, marine vessels, premises, and conditions within the county. The provisions of this Chapter shall apply to existing and new buildings except as otherwise expressly and specifically provided for in this Chapter.. Structures, vehicles, marine vessels, premises, and conditions not in strict compliance with this Chapter may be permitted to continue unless, in the opinion of the Fire Marshal, they constitute a distinct fire hazard to life or property.

15.6.2 The provisions of this Chapter shall not apply to one- or two-family dwellings in the use or maintenance thereof, except that this Chapter shall apply whenever the activity or use of such dwelling creates a distinct fire hazard to life or property or is referenced by the Uniform Fire Safety Standards as provided for under Section 633.206 FS, as amended from time to time.

15.6.3 The provisions of this Chapter shall not apply to those buildings or structures specifically under the Uniform Fire Safety Standards of the State of Florida, as outlined in Section 633.206 FS, as amended from time to time.

15.6.4 The provisions of this Chapter shall be complied with whenever a building is built, or when an existing building meets the Classification of Rehabilitation Work categories as listed in Chapter 43 of NFPA 101.

15.6.5 The provisions of this Chapter, as far as they are substantially the same as existing provisions of law relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactments.

15.6.6 The adoption of this Chapter or the repeal of any other existing provision of law, including regulations or orders, shall not be construed to alter any time limit that may have been imposed by any existing law, regulation, or order of the Fire Marshal or other authority relating to compliance with such limits.

15.6.7 If any provision of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this Chapter.

15.6.8 Existing Buildings that are occupied at the time of the adoption of this Chapter may be continued in use provided the following:

(1) The occupancy classification remains the same
(2) No serious life safety hazards exist that would constitute an imminent threat as determined by the Fire Marshal
(3) The building was not previously under review for Code compliance

Section 15.7: Authority

15.7.1 This Chapter is hereby deemed an exercise of the police powers of the County for preservation of public health, safety and welfare and all provisions of this Chapter shall be liberally construed for that purpose. This Chapter shall be administered and enforced by those fire officials who shall be qualified pursuant to Section 633.216, F.S.

15.72 The Board of County Commissioners may, by Resolution or ordinance, establish fees as determined necessary for the administration and enforcement of the provisions of this Chapter.

Section 15.8: Plans

15.8.1 The Fire Marshal or designee shall examine the submitted plans for evidence of compliance with this Chapter. A complete set of plans, drawings, and specifications (including but not limited to site, building, alarm, sprinkler, standpipe, hood exhaust systems, etc.) shall be submitted to the Division. Failure to do so will result in the issuance of a Stop Work Order, which will be enforced until the required material is provided.

15.8.2 All fire alarm, sprinkler system, hood, and extinguishing system drawings shall be submitted and approved prior to the commencement of any work on each respective system. Such system design criteria shall be included with the full architectural plan submittal.

15.8.3 The Division shall provide review comments following the rejection of any submitted plans.

Section 15.9: Fees for fire code inspections and other fire code inspection-related services/Permits

15.9.1 Fees shall be charged to the user/consumer for new construction permits, inspections, and yearly fire prevention code inspections and re-inspections performed on structures or buildings by Hardee County Fire Rescue as prescribed in the Hardee County Fee Schedule, adopted by Resolution. . Fees for other fire code inspection-related services, including, but not limited to, fire pump tests, hydrant tests, and preliminary plans review, shall be charged to the user/consumer as prescribed in the Hardee County Fee Schedule, adopted by Resolution.

15.9.2 This section shall not apply to single-family or duplex residential units, except where the installation of fire suppression systems, fire alarm systems, or liquid petroleum fuel tanks are proposed, or required by this Chapter, the Florida Building Code, the FFPC, or the ULDC.

Section 15.10 Enforcement and Penalties.

(A) *Responsibility for enforcement.* Hardee County Code Enforcement Officers shall have the power and authority to enforce this Chapter.

(B) *Penalties*. Penalties for violations of the ordinances to enforce shall be in the amount prescribed in the Schedule of Civil Penalties adopted by Resolution, or as otherwise provided in this Code or by law.

(C) Enforcement procedures. A violation of this Chapter shall be enforced pursuant to the procedures set forth in Chapter 3.

Section 15.11 Violations.

Except as otherwise may be provided for, any person violating any of the provisions of this Chapter shall be punishable as provided for in Chapter 3 of this Code.

Section 15.12 Other Remedies.

The procedures contained hereinare declared to be additional and supplemental means of enforcing the codes and ordinances of Hardee County, Florida. Nothing contained herein shall be construed as limited any of means of enforcement consistent with general or special law of the Hardee County Code of Ordinances.

Section 15.13 Appeals.

Appeals from this Chapter shall be in accordance with Section 3-8 of the Code.

Section 15.14 No Liability for Reasonable, Good Faith Trespass by Enforcement Officer.

The Hardee County Sheriff's Office and Officer's acting pursuant to this Code, any Code Enforcement Officer, any Animal Control Officer, and the County shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon private property while in the discharge of duties under this Chapter.

Section 15.15 Abatement.

Failure to comply with or appeal the terms of this Chapter shall constitute a continuing nuisance. The County Manager or designee shall then have the authority, even during the pendency of an appeal, to promptly abate the nuisance, in whole or in part, at the expense of the owner. At least five days prior to an abatement of a nuisance pursuant to this Chapter, the County shall give notice to the owner of the property that the County will correct the violation if it is not otherwise corrected by the date specified in the notice and that all costs incurred will become a lien against the property. Such notice shall be provided in accordance with Chapter 3. The County, through its agents or authorized contractors, is authorized to enter upon the premises and take such steps as are reasonably necessary to effect abatement. The County shall not be required to have any nuisance abated by its contractors or agents.

Section 15.16 Abatement Nuisance Emergency.

The County Manager shall have the authority to promptly abate a nuisance that poses an immediate risk to the health, safety, and welfare of pedestrians, young children, and the general public, regardless of whether notice of the violation has been previously provided to the owner. Examples of such nuisances include, without limitation, obstructing access to a road, driveway, fire lane, etc. by a fire truck or other fire fighting apparatus. The County Manager or designee shall have the authority to order the immediate removal of the obstruction.

Section 15.17 Assessment of Cost of Abatement; Imposition of Lien.

As soon after such abatement as provided for herein is feasible, the cost, plus administrative costs and recording fees for abating the nuisance on such premises, shall be calculated and invoiced by the County to the owner of the premises. The cost plus said expenses are due and payable upon the date of the mailing of said invoice. Such additional charges are hereby declared to be necessary for the purpose of inspection and administration and enforcement of this Chapter. Thereupon, the County shall levy a special assessment lien in the amount of such cost plus administrative costs and recording fees against such premises. Such lien shall describe the premises and show the total costs assessed are due and payable. Until payment is complete, such assessments shall be legal, valid and binding obligation upon the property. Thirty days after the filing of the lien, interest shall begin to accrue at the rate of 12 percent per annum on any unpaid portion thereof.

Sections 15.18-15.19 Reserved.

Article II. FIRE PREVENTION REGULATIONS

Section 15.21: Periodic Fire Safety Inspections

15.21.1 The Florida Fire Prevention Code and the Florida Statutes provide that each county, municipality, and special district with fire safety responsibilities is required to enforce the Florida Fire Prevention Code. Such enforcement requires inspections of each new structure or building

whose occupancy type is defined by the state statute and the Florida Fire Prevention Code. Fire safety annual inspections shall be conducted on each existing structure or building as defined by the Ch. 633, F.S.and the Florida Fire Prevention Code as adopted by the State Fire Marshal.

15.21.2 No such building shall be occupied without the required fire safety inspection. The frequency of the inspections shall be in accordance with Section 15.38 of this Ordinance.

Section 15.22: Unnecessary/False Alarms

15.22.1 The purpose of this section shall be to regulate and control the malfunctioning, negligence, or unintentional act resulting in the unnecessary response of emergency vehicles. In the case of unnecessary/false alarms, the AHJ shall cause an investigation to be made and keep a record of the number of unnecessary/false alarms on file.

15.22.2. For this section, the definition of "twelve-month period" shall mean the twelve months immediately prior to the most recent fire alarm activation this department responded to which has been determined to be a nuisance or false alarm.

15.22.3 Persons owning, managing, or otherwise overseeing the premises shall be responsible for regulating and controlling the use and maintenance of an automatic fire alarm system for those premises. The transmission of an excessive number of unnecessary/false alarms, as defined herein as the result of malfunctions, negligence, or unintentional acts resulting in the necessary response of emergency vehicles shall constitute a violation of this Chapter. The owner, tenant, manager, or person in charge shall, after the performance of an investigation by the AHJ as to the causes for each such unnecessary/false alarm, be responsible for such violation and may be assessed a service fee pursuant to the Fire Prevention Service Fees Resolution. An excessive number of unnecessary/false alarms for any premises within the County is defined as six (6) or more such unnecessary/false alarms within any given twelve (12) month period.

15.22.3.1 For the first through third unnecessary/false alarms, , occurring in any given twelve-month period, no action will be taken.

15.22.3.2 For the fourth and fifth unnecessary/false alarms in the same twelve-month period, a warning in writing shall be issued.

15.22.4 All unnecessary/false alarms in excess of six (6) in one twelve-month period shall be assessed a fee as prescribed in the Schedule of Civil Penalties adopted by Resolution.

15.22.53 Construction Related Nuisance Alarm

15.22.5 Any active or open permitted work conducted by contractors, subcontractors, or other construction-related fields (i.e., painting, Demolition, etc.) resulting in a false and/or nuisance alarm shall be assessed a fee in accordance with Section 15.22until the time the permit is closed..

Section 15.23: Required Access for Fire Apparatus

15.23.1 Fire and Emergency access may be required by the Fire Marshal and shall meet or exceed the access requirements of NFPA 1, Chapter 18 taking into account aerial apparatus placement and operations, unless otherwise approved by the AHJ. Provide at least two (2) accessible sides of all commercial, professional, industrial, and multi-family occupancy buildings.

15.23.2 Emergency access shall be kept unobstructed at all times and from any future growth and shall be dedicated on the approved site plan for the life of the building.

15.23.3 Automatic Vehicle Access Control Gates

15.23.3.1 Plans for each automatic gate system shall be submitted to the Division for review and approval prior to the initiation of any construction.

15.23.3.2 When in the fully open position, gates shall allow not less than fifteen (15) feet of horizontal clear space, including the roadway surface, as measured from inside curb to inside curb. A vertical clear space of not less than thirteen (13) feet six (6) inches shall also be required.

15.23.3.3 Each system shall have as a minimum for operation

(A) Fire Department access shall be through the use of an access key switch. The key switch shall match the fire department key. The key switch shall be mounted at the gate entrance (as approved by the AHJ) as to ensure fire department access is not hindered due to the malfunction of the gate.

(B) In the event of power outages, a battery backup system shall cause the gate(s) to be opened on the entry side of the complex to allow for emergency access (see 13.3.2). The gate(s) shall remain in the fully open position until power is restored.

(C) Any additional automatic gate system standards shall be developed in conjunction with Hardee County to ensure Department access to gated subdivisions or developments through the use of an approved device or system.

15.23.3.4 If the gate is to be used for emergency access only, signage shall be installed on both the interior and exterior of the gate indicating the gate is to be used for emergency access only and prohibiting parking.

15.23.3.5 In the event the gate becomes non-operational, the gate shall be secure in the fully open position until such time as the minimum requirements as outlined above have been restored to a fully operational condition.

15.23.3.6 Upon initial acceptance of the automatic gate(s), fire department personnel shall mark the entry gate(s) with reflective tape markings. These markings shall be maintained by the property owner or management.

15.23.3.7 No automatic vehicle access gate or crossbar used for entry control shall be placed in service until such time as the opening features have been inspected, tested, and approved by the jurisdiction.

15.23.4 Fire Lanes

15.23.4.1 Fire Lanes, where required by the AHJ, shall meet the requirements of the Hardee County Land Development Code and NFPA 1. Where the Hardee County Land Development Code and NFPA 1 address identical issues, the more stringent fire protection feature shall apply.

15.23.4.2 Fire lanes shall be established and maintained on private property where the public has the right to travel by motor vehicle or where the public is permitted by invitation or by license to travel by motor vehicle, to the extent that any such lane is necessary for access to buildings by

fire trucks or other firefighting apparatus, as determined by the Fire chief or Fire Marshal, or designee.

15.23.5 Closing of Private Driveways, Roadways, and Entrances

15.23.5.1 It shall be unlawful for any person to have or cause to have any driveway, roadway, or entrance barricaded or blocked by obstacles which would interfere with the response of the Department or other emergency vehicles. If an existing building requires a change of access, the owners shall provide revised life safety plans and obtain a permit from the County.

15.23.6 Dead Ends

15.23.6.1 Dead End fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire apparatus. Turnarounds of the following dimensions shall be provided:

(1) Eighty (80') foot diameter cul-de-sac
(2) Eighty (80') foot Wye
(3) Eighty (80') foot Hammerhead
(4) Forty (40') foot Shunt

Diagrams of the same appear in the table located in Section 31 Table 1.

15.23.2 During Construction, when combustibles are brought onto the site in such quantities as deemed hazardous by the AHJ, access roads and a suitable temporary supply of water acceptable to the AHJ shall be provided and maintained. Where the access roadway cannot be provided, an approved fire protection system or systems shall be installed as required and approved by the AHJ.

15.23.7 Penalty. See Section 15.10

Section 15.24: Key Box / Lock Systems

15.24.1 When a structure is equipped with a fire alarm system, fire sprinkler system, or standpipe system or where required by the AHJ, an approved key box shall be required. The tumbler shall match the Fire Department key. The location of the box shall be approved by the Division. Keys shall be provided to gain access to the fire alarm panels, electrical room, sprinkler room, and any other area to which the department may require access. Applications for the key box may be obtained from the Division.

15.24.1.1 Installation of the key box shall be a maximum height of six (6) feet or as approved by the AHJ.

15.24.1.2 New buildings requiring a key box shall have a recessed-style box installed unless otherwise approved by the AHJ.

15.24.2 In the event manual gates are installed which would impede access to a building, or complex of buildings, the gate shall meet the minimum requirements for access and clearances as specified in Section 13.3.2 of this Code.

15.24.3 Penalty. See Section 15.10

Section 15.25: Storage and/or Use of Appliances

15.25.1 This section shall apply to all buildings and structures.

Exceptions: Two-family dwellings of one-story design and single-family dwellings or Commercial cooking appliances

15.25.2 For the purpose of this section, an outdoor cooking appliance shall mean any portable and non-portable cooking appliance, grill, stove, or smoker, fueled or powered by electricity, wood, charcoal, liquefied petroleum gas, natural gas, gasoline, kerosene, naphtha, alcohol, or other liquid or gaseous fuels.

15.25.3 Outdoor cooking appliances shall be operated a minimum of ten (10) feet from the exterior of buildings or structures.

15.25.4 It shall be unlawful for any person to use or cause to be used any outdoor cooking appliance on any balcony, within a screened enclosure, in any covered parking area, in any corridor or hallway, under any overhang, or within any area of any building or structure; notwithstanding the foregoing, a tabletop or counter top electric grill, with a cooking surface that is two hundred (200) square inches or less in size, may be used on a balcony, as long as the balcony is not enclosed or within a screened enclosure.

15.25.5 No person shall place or maintain any gas or propane cylinders on porches, breezeways, balconies, or attached garages of a multi-unit, multi-story building.

15.25.6 No person shall store or use any other heat-producing device or appliance which is determined by the AHJ to be unsafe due to its application or use.

15.25.7 Penalty. See Section 15.10

Section 15.26: Festival Seating

15.26.1 Festival seating as defined in the current edition of the Life Safety Code shall be prohibited in any building within Hardee County.

Section 15.27: Premise Identification for First Responders

15.27.1 All new and existing buildings shall include signage that identifies the building address. All such signs shall be permanent and shall meet the requirements of NFPA 1. All such signage shall be placed on buildings in such a manner that their address numbers are legible and visible from the road or street fronting the property.

Section 15.28: Fire Alarm Systems

15.28.1 General Requirements

15.28.1.1 Approved Fire Alarm Systems shall be installed in buildings as follows:

(1) All required Fire Alarm Systems shall be annunciated and monitored.

(2) Fire Alarm control panels or required remote annunciators shall be installed within six (6) feet of the primary entrance.
(3) Horn/Strobe lights shall be installed on the exterior of each building for which a fire alarm system is required so as to be easily seen from the street and its location approved by the AHJ. The light shall be either red or white in color.
(4) Outside Stem and Yoke (OS&Y) valves on fire line backflow preventers shall be equipped with tamper switches and secured through the use of chain(s) and lock(s).

Section 15.29: Fire Sprinkler and Standpipe Systems

15.29.1 General Requirements

15.29.1.1 Approved Fire Sprinkler Systems shall be installed in buildings as required by the currently adopted Florida Fire Prevention Code.

15.29.1.2 Electric fire pumps that are required to ensure adequate flow and pressure in the sprinkler system shall be connected to an emergency power system per the current edition of NFPA 70.

15.29.1.3 All buildings having a fire sprinkler system shall have an approved audible and visual waterflow alarm (horn/strobe) provided on the exterior of the building in an approved location, facing the street front of the building.

15.29.2 All newly installed underground piping supplying water-based extinguishing systems that utilize plastic compounds, shall be identified by tracing tape or an approved method, from the point of connection to the base of the riser.

15.29.3 All sprinkler system installations shall be approved by the AHJ and all sprinkler system connections to the public water distribution system shall be approved by either the Hardee County Utilities Department or the Utilities Department of the respective municipalities.

15.29.4 All fire department connections shall be located on the private property side of the fire line backflow preventer unless a specific exception is issued in writing by the Fire Marshal. Such connection shall be attached directly to the backflow preventer, or approved free-standing FDC, and shall be a 2 ½" or 5" Storz connection unless otherwise approved by the AHJ.

15.29.6 Preplanned Sprinkler System Impairments

15.29.6.1 The requirements of the current edition of NFPA 25 and the Florida Administrative Code (FAC) shall apply to fire sprinkler system impairments.

15.29.2 The AHJ shall be notified by the building/property owner, occupant, the impairment coordinator, or the licensed contractor conducting the work which will cause the scheduled impairment, no less than three (3)
business days prior to the scheduled impairment. This will allow the building owner, agent, contractor, or other responsible parties to notify the AHJ of all arrangements to ensure life safety is upheld.

15.29.7 Standpipe and/or Hose Connections

15.29.7.1 Standpipes and/or hose connections shall be required for buildings three (3) or more stories in height.

15.29.7.2 Locations of standpipes and/or hose connections shall be required at each level and shall be approved by the AHJ.

15.29.7.3 Installations shall be in accordance with NFPA 14.

15.29.7.4 The AHJ may waive this requirement when firefighting access can be accomplished with pre-connected hoses to remote locations from firefighting apparatus.

15.29.7.4.1 Any such waiver as outlined in **15.29**.7.4 shall be authorized in writing for the AHJ and such waiver shall be acquired prior to initiation of any construction.

Section 15.30: Fire Protection Water Supply

15.30.1 In all developments, the adequacy of fire protection services, water capacity, hydrant locations, fire lanes, and maneuvering areas are subject to the approval of the Fire Marshal with the requirements set forth herein determined as minimum provisions.

15.30.2 All fire hydrants, wet or dry, shall be installed in accordance with the requirements of NFPA as referenced in the FFPC.

15.30.3 Fire hydrants shall be installed in all new developments that meet any of the following criteria:

(1) All developments that require an extension of the water distribution system

(2) All developments that require submission of a preliminary site plan as set forth in the Hardee County Land Development Code

(3) When, in the opinion of the AHJ, access to or distance from public fire hydrants would hamper or impair Firefighting operations

(4) All new water distribution systems shall be considered for hydrant locations and spacing by the AHJ

15.30.4 Approved Fire Hydrant: an approved fire hydrant shall mean a fire hydrant connected to a water main of not less than six (6) inches in diameter and shall meet the performance standards required by the AHJ, or its designee, and shall have one (1) 4 ½" and two (2) 2 ½" hose connections. All hydrant installations shall be approved by the jurisdiction in which they are located as pertains to the availability of water pressure, volume, and reliability of water service.

15.30.5 A fire hydrant shall be located within one hundred (100) feet from the fire department connection, as measured by the normal route of travel or as otherwise approved by the AHJ.

15.30.6 No person shall place or keep any post, fence, vehicle, growth, vegetation, trash, or storage of other materials that would obstruct a fire hydrant or fire protection appliance and hinder or prevent its immediate use by fire department personnel. Fire hydrants and fire protection appliances shall be maintained readily visible.

15.30.7 The following clearances shall be maintained for all fire hydrants and fire protection appliances.

(1) A clearance of five (5) foot clear space shall be maintained around the circumference of the fire hydrant and/or appliance, except as otherwise required or approved.

15.30.8 Reflective Markings

(1) Blue Markers shall be placed to indicate the location of a Hydrant
(2) Red Markers shall be placed to indicate the location of Fire Department Connections to a sprinkler or standpipe system

15.30.9 Dry Hydrants and alternate water supplies for firefighting purposes shall comply with the most current edition of the Florida Fire Prevention Code and NFPA 1142, Standard for Water Supplies for Suburban and Rural Fire Fighting including Annex A & B.

15.30.10 All exterior fire protection piping must be painted red or a contrasting color from the building.

Section 15.31: Mobile Food Dispensing Vehicle (MFVD)

15.31.1 Mobile and/or temporary cooking operations shall be inspected prior to operation at each event/location within the county.

15.31.2 Cooking equipment used in mobile and/or temporary cooking concessions, such as trucks, trailers, and/or buses shall comply with NFPA 1, NFPA 10, NFPA 96, FFPC, FAC 5K, and/or FAC 61C, as applicable.

15.31.3 Each vendor shall be properly licensed by the Florida Department of Business and Professional Regulation (DBPR), Division of Hotels and Restaurants, and/or the Florida Department of Agriculture, Division of Food Safety.

15.31.4 Penalty. see Section 15.10

Section 15.32: Fireworks

15.32.1 Permits for fireworks displays, flame effects, and pyrotechnics shall be regulated by the applicable provision of this Code, including NFPA 1123, NFPA 1126, and NFPA 160.

15.32.2 Any fair, association, amusement park, other organization, individual or group of individuals shall apply to the AHJ of Hardee County Fire Rescue for a permit for the display and loading of fireworks, flame effects or pyrotechnics at least fifteen (15) days in advance of the date of display. The application shall contain all of the following:

(1) The exact location of the display
(2) The number, type, and size of the pyrotechnics and/or fireworks to be displayed.
(3) The name and qualifications of the individuals performing the display.
(4) Proof of liability insurance in the amount of $1,000,000.00 (one million dollars), minimum, in which the County is named as a co-insured party.
(5) A non-refundable application fee, per the fee schedule.

15.32.3 The AHJ or his designee shall issue a permit to the applicant upon satisfaction of the conditions listed in the above section, including NFPA 1123, NFPA 1126, and NFPA 160.

15.32.4 Standby fire watch shall be on duty from the time of display set up, during the display, and until termination of the display and removal of all fireworks, debris, pyrotechnical materials, and devices from the site.

15.32.5 The requirements for the use of pyrotechnics before a proximate audience shall be in accordance with the standards as set forth in the FFPC.

15.32.6 Any indoor use of pyrotechnics shall not be permitted in buildings or any portion thereof unless protected by an approved automatic sprinkler system.

15.32.6.1 Indoor use of pyrotechnics shall be prohibited in temporary structures such as tents and canopies.

15.32.7 Penalty. See Section 15.10

Section 15.33: Alternate Fire Extinguisher Placement

15.33.1 Application. This alternative to fire extinguisher placement shall apply to multi-unit residential buildings only.

15.33.2 Where, in the opinion of the AHJ, it is difficult or impractical to have fire extinguishers inside each residential unit inspected and tagged annually, as required by FFPC, and verified by the Division, the AHJ may require that the fire extinguishers be installed on the exterior of the structure.

15.33.3 All other requirements of NFPA 10 shall be maintained.

15.33.4 Penalty. See Section 15.10

Section 15.34: Certificate of Inspection

15.34.1 No building shall be occupied in whole or in part without the approval of, and issuance of a Certificate of Occupancy inspection report being completed and filed by the AHJ.

15.34.2 A Certificate of Occupancy shall not be issued until the occupancy has passed inspection by the Hardee County Fire Prevention Division and said fees have been paid in full.

15.34.3 Penalty. See Section 15.10

Section 15.35: Change of Use/Occupancy

15.35.1 The Division shall only conduct its inspection when there is a change of use/occupancy after the Hardee County Zoning Department and the Hardee County Building Department have inspected the premises to ensure the structure(s) is/are properly zoned and in compliance with applicable Florida Building Codes.

15.35.2 No building that requires a certificate of occupancy (CO) from the Building Offical shall be occupied for any purpose until a Fire Department fire final inspection has been approved

Section 15.36: Cease and Desist Order or Stop Work Order

15.36.1 Whenever the violation of any provision of this Code presents an immediate danger to life, safety, or property or when any new construction or existing building is occupied in whole or in part in violation of the provisions of this Code, or when any fire, explosion or other such disaster occurs and presents an immediate danger to life or property, the AHJ shall immediately post, or cause to be posted a Cease and Desist Order, Stop Work Order or other approved signage or documentation on the premises and shall suspend any and all
use of the building, marine vessel, structure, or premises until such time that the danger to life or property has been removed or correction to the violation has been made.

15.36.2 If it is determined by the AHJ that a violation specified in this subsection exists, the AHJ or designee may issue and deliver to the person committing the violation an order to cease and desist from such violation, to correct any hazardous condition, to preclude occupancy of the affected building or structure, and/or vacate the premises of the affected building or structure. Such violations include one or more of the following:

(1) A violation of any provision of this section, of any rule adopted pursuant thereto, of any applicable Uniform Fire Safety standard adopted pursuant to Florida Law, which is not adequately addressed by an alternative requirement adopted on a local level.

(2) A substantial violation of an applicable minimum Fire Safety standard adopted in pursuance to Florida Law, which is not reasonably addressed by any alternative requirement imposed at the local level, or an unreasonable interpretation of any applicable minimum fire safety standard, and which violation or interpretation clearly constitutes a danger to, safety, or property.

(3) A building or structure that is in a dilapidated condition and as a result thereof creates a danger to life, safety, or property.

(4) A building or structure that contains explosive matter or flammable liquids or gases constituting a danger to life, safety, or property.

15.36.3 If, during the conduct of a fire safety inspection authorized by Florida Law, it is determined that a violation described in this section exists that poses an immediate danger to the public health, safety, or welfare, the AHJ may issue an order to vacate the building in question, which order shall be immediately effective and shall be an immediate final order. With respect to a facility under the jurisdiction of a District School Board or Community College Board of Trustees, the order to vacate shall be issued jointly by the District Superintendent or College President and the AHJ.

15.36.4 The AHJ may seek an injunction in the Circuit Court of Hardee County to enforce an order issued pursuant to this subsection.

15.36.6 Penalty. See Section 15.10

Section 15.37: Burn Ban Implementation Procedures

15.37.1 Hardee County Fire Rescue finds and declares that the provisions of this Section are necessary to protect the health, safety, and welfare of the Hardee County Citizens and their property when extreme dry weather conditions due to lack of normal precipitation increase the threat of fire or other disaster, thereby threatening the safety of life and property. Outside burning in unauthorized areas during dry weather conditions increases the danger of wildfires throughout the County. The purpose and intent of this Section is to provide an orderly and expeditious procedure for implementing a ban on open burnings when extreme dry weather conditions warrant such a ban.

15.37.2 Burn Ban

(1) The County Manager shall have the power, duty, and responsibility to sign a Burn Ban Executive Order prohibiting all open burning within the County when dry weather conditions result in a Keetch-Byram Drought Index reading is 600 or higher, or under the advisement of the Fire Chief or his designee. Unless otherwise provided, the Burn ban shall take effect upon the County manager signing the Executive Order.

(2) The burn ban prohibition will continue to be in effect in seven (7) day increments for as long as the Keetch-Byram Drought Index is at or above 600, or under the advisement of the Fire Chief or his designee, unless rescinded as provided in this section.

(3) This burn ban prohibition will be lifted after the Keetch-Bryam Drought Index has fallen below 600 for at least seven (7) consecutive days, and any further disaster is mitigated.

(4) If the Keetch-Byram Drought Index falls below 600 for at least seven (7) consecutive days, and any further disaster has been mitigated calling for the rescinding of the Burn Ban Executive Order, and the County Manager or designee shall have the authority to rescind the Burn Ban Executive Order.

15.37.3 Publication of Burn Ban

(1) The Fire Chief or his designee shall immediately publish the Burn Ban on and in all forms of media for general circulation in Hardee County for a minimum of 7 days. A copy of the Burn Ban shall be kept available for public inspection during the regular business hours of the office of the Clerk of the Board of County Commissioners.

15.37.4 Applicability

The Burn Ban shall apply to all unincorporated areas of Hardee County and within the corporate limits of each Hardee County municipality where Hardee County Fire Rescue is the provider of fire services and the governing body certifies to the Board of County Commissioners that the municipality adopted the Burn Ban through the governing body and desires to be subject to the provisions of this Burn Ban.

15.37.5 Penalty See Section 15.10**.**

Section 15.38: Minimum Inspection Frequency

Occupancy Risk	**Frequency**
High	Annual
Moderate	Biennially

Low Critical Infrastructure	Triennially Per AHJ

Occupancy Risk Defined

High-Risk Occupancy. An occupancy that has a history of high frequency of fires, high potential for loss of life or economic loss, or that has a low or moderate history of fires or loss of life but the occupants have a high dependency on the built-in fire protection features or staff to assist in evacuation during a fire or other emergency

- Examples of high-risk occupancies could include multiple family swellings, high-rise buildings, hotels, dormitories, lodging and rooming, assembly, child care, detention, educational, health care, and industrial.

Moderate-Risk Occupancy. An occupancy that has a history of moderate frequency of fires or a moderate potential for loss of life or economic loss

- Examples of moderate-risk occupancies could include ambulatory health care and industrial occupancies that do not maintain, store, use, or handle hazardous materials in excess of exempt amounts.

Low-Risk Occupancy. An occupancy that has a history of low frequency of fires and minimal potential for loss of life or economic loss.

- Examples of low-risk occupancies could include storage, mercantile, and business

Critical Infrastructure. The assets, systems, and networks, whether physical or virtual, that are so vital to the community that their damage or destruction would have a debilitating effect.

- Examples of critical infrastructures could include water treatment plants, special structures, public safety buildings, and power plants.

Section 3. Conflicts. All Sections or parts of Sections of the County Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the County Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED ON FIRST READING on the ___ day of January, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy, Chair

ATTEST:

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

APPROVED AS TO FORM & LEGAL
SUFFICIENCY

_____
Sarah Johnston, County Attorney

Hardee County
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the County's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, CREATING CHAPTER 15 OF THE HARDEE COUNTY CODE OF ORDINANCES "FIRE PREVENTION AND PROTECTION" TO PROVIDE GUIDELINES FOR FIRE PREVENTION; PROVIDING FOR ENFORCEMENT, IMPOSITION OF PENALTIES AND ADMINISTRATIVE FINES; PROVIDING FOR REPEAL, CONFLICTS, SEVERABILITY, CODIFICATION AND FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 125.66(3), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the County is of the view that a business impact estimate is not required by section 125.66(3), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the local government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the County;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

This Chapter sets forth Hardee County's rules and regulations for intended to control fire hazards; regulate the installation, use, testing, and maintenance of equipment; regulate the use of structures, premises, and open areas; provide for the abatement of fire hazards, establish responsibilities and the procedures for code enforcement; and setting for the standards for compliance and achievement of these regulations with the objective of improving public safety.
This Chapter shall be the "Hardee County Fire Prevention Code".

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. In accordance, the County hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the County):

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the County, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

(3) An estimate of the County's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the County that are not covered by (1), (2), or (3):

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

D. Additional information the governing body deems useful (what steps did the County take to answer A, B, and C?):

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Hardee County Sheriff's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Michelle McCreery, Hardee County Sheriff's Office -** Next Generation Core Services Grant Agreement Amendment No. 01
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Next Generation Core Services Grant (NGCS) Agreement Amendment No. 01; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:
HCSO & FDMS Agreement DMS-P1-24-07-04.pdf
DOC010825-01082025132636.pdf

AGREEMENT NO.: DMS-P1-24-07-04
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
HARDEE COUNTY
AMENDMENT NO.: 01

This amendment to the State-Funded Agreement (Agreement) for the Hardee County implementation of Next Generation Core Services (NGCS), Agreement No.: **DMS-P1-24-07-04**, is by and between the Florida Department of Management Services (Department) and Hardee County, collectively referred to herein as the "Parties."

WHEREAS, the Parties agree the Agreement may be amended via a formal amendment pursuant to Section (6), Modification, of this Agreement; and

WHEREAS, the Parties wish to amend this Agreement to include additional statutory requirements for this Agreement which affect the responsibilities of the Recipient and the Department, including the period of the Agreement, the Department's Point of Contact, and the electronic and physical delivery addresses for document submission.

Accordingly, the Parties agree the Agreement is amended as follows:

1. **The following section references** are amended as follows:
   - **Section (3) C.** is amended to Section (3) D.
   - **Section (9) E.** is amended to Section (9) D.
   - **Section (9) F.** is amended to Section (9) E.
   - **Section (9) G.** is amended to Section (9) F.
   - **Section (9) H.** is amended to Section (9) G.
   - **Section (11) D.** is amended to Section (11) E.
   - **Section (11) E.** is amended to Section (11) F.
   - **Section (11) F.** is amended to Section (11) G.
   - **Section (11) G.** is amended to Section (11) H.
   - **Section (24)** is amended to Section (25).
   - **Section (25)** is amended to Section (26).
   - **Section (26)** is amended to Section (27).
   - **Section (27)** is amended to Section (28).
   - **Section (28)** is amended to Section (29).
   - **Exhibit 1, Part IV,** the second instance of Section 1 is amended to Section 2
   - **Exhibit 1, Part IV,** Section 2 is amended to Section 3.
   - **Exhibit 1, Part IV,** Section 3 is amended to Section 4.
   - **Exhibit 1, Part IV,** Section 4 is amended to Section 5.
   - **Exhibit 1, Exhibit A** is amended to Exhibit 1-A.
   - **Attachment A,** Section 7 is amended to Section 6.
   - **Attachment A,** Section 8 is amended to Section 7.
   - **Attachment A,** Section 9 is amended to Section 8.
   - **Attachment A,** Section 10 is amended to Section 9.
   - **Attachment A,** Section 11 is amended to Section 10.

2. **All references throughout the Agreement** to "Project Manager" are amended to "Grant Manager."

3. **Section (1)**, Authority, Subsection A. reference to "Chapter 2024-25" is amended to "Chapter 2024-231."

4. **Section (3),** Contact, Subsection B, Sub-subsection i. is struck in its entirety and replaced with the following:

   i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

   Sarah Mashburn
   Grant Manager
   4030 Esplanade Way
   Tallahassee, Florida 32399
   (850) 414-2723
   Sarah.Mashburn@dms.fl.gov

5. **Section (3),** Contact, Subsection C is incorporated as follows:

   C. The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

6. **Section (9),** Funding, Subsection C. reference to "Chapter 2024-25" is amended to "Chapter 2024-231."

7. **Section (9),** Funding, Subsection D. is struck in its entirety.

8. **Section (10),** Request For Reimbursement, Subsection A. reference to "tasks" is amended to "deliverables."

9. **Section (10),** Request For Reimbursement, Subsection B. is struck in its entirety and replaced with the following:

   B. Recipient will submit a request for reimbursement (see attachment D., Request for Reimbursement of Funds) by email to the Grant Manager, not to exceed once per month.

10. **Section (10),** Request For Reimbursement, Subsection C. is struck in its entirety and replaced with the following:

    C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding

amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation project procured under Recipient Deliverable 1.

11. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection C. is struck in its entirety and replaced with the following:

    C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a monthly basis to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's NGCS Implementation contract procured under Recipient Deliverable 1.

12. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection D. is created and incorporated as follows:

    D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

13. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection E. the term "reimbursement" is amended to "rural payment."

14. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection F. the term "project agreement" is amended to "contract."

15. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection G. the term "project" is amended to "contract."

16. **Section (15),** Reports, the requirement to provide "the positive return on investment for this project" is removed from Subsection A.

17. **Section (15),** Reports, Subsection G. is struck in its entirety.

18. **Section (16),** Monitoring, Subsection A. is struck in its entirety and replaced with the following:

    A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s), subcontractor(s), 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. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

19. **Section (21),** Resulting Third Party Contract And Subcontracts, all references to "NGCS Implementation project" are amended to "NGCS Implementation contract."

20. **Section (24),** 911 Provisions, is incorporated as follows:

    A. Pursuant to s. 365.177, F.S., the Department developed a plan to upgrade all 911 PSAPs within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan prioritized the upgrade of PSAPs based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAPs. The plan identified and addressed the projected costs of implementing these transfer capabilities.

    B. The Legislature has appropriated $12,000,000 to the Department for the implementation of the services outlined in the plan.

21. **Section (25),** Mandated Conditions, Subsection A. is struck in its entirety and replaced with the following:

    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 Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

22. **Section (25),** Mandated Conditions, Subsection D. is struck in its entirety and replaced with the following:

    D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has 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 has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

23. **Section (25),** Mandated Conditions, Subsection E. is struck in its entirety and replaced with the following:

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (25)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

24. **Exhibit 1 Part IV,** Report Submission, the e-mail address in Section 3, Subsection a. is amended to:

    911Projects@dms.fl.gov

25. **Exhibit 1 Part IV,** Report Submission, the mailing address in Section 3, Subsection a. is amended to:

    Bureau of Public Safety
    Department of Management Services
    4030 Esplanade Way
    Suite 135
    Tallahassee, Florida 32399

26. **Attachment B,** Program Statutes And Regulations, "CFO MEMORANDUM NO.03 (2014-2015)" is amended to "CFO MEMORANDUM NO. 20," "CFO MEMORANDUM NO. 02 (2012-13)" is amended to "CFO MEMORANDUM NO. 01," and reference "Section 365.177, Florida Statutes (Transfer of 911 calls between systems)" is incorporated.

27. **Attachment E,** Quarterly Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

28. **Attachment G,** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, is struck in its entirety and replaced with Attachment G (Revised), attached hereto and incorporated by reference.

29. **Attachment H,** Final Administrative Closeout Report, instructions are amended to read, "(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)"

30. **Attachment H,** Final Administrative Closeout Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

31. **Attachment A,** Scope Of Work And Budget, is amended as following:

a. **Section 1,** Background, is struck in its entirety and replaced with the following:

"The State of Florida has appropriated the Department of Management Services (the Department) a $12 million non-recurring funding allocation to modernize emergency call centers across the state. These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-231) and will be used exclusively for the upgrade of Public Safety Answering Points (PSAPs) during the 2024-2025 fiscal year.

The funds will allow for PSAP upgrades to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S."

b. **Section 2,** Term, is struck in its entirety and replaced with the following:

"Funding will be available upon execution by both parties and will expire on June 30, 2025. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement."

c. **Section 3,** Purpose, is struck in its entirety and replaced with the following:
"The Department wishes to disburse the appropriated funds to Hardee County for the purpose of implementing equipment and services for PSAP upgrades, in accordance with the Laws of Florida, Chapter 2024-231."

d. **Section 4,** General Description Of The Scope Of Work, is amended to add the following:
"All PSAP improvements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911."

e. **Section 5,** Recipient Responsibilities, is struck in its entirety and replaced with Section 5, Deliverables, and incorporates the following deliverable specifications:

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to upgrade the PSAP(s) for Hardee County, no later than December 16, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Procurement of commodities and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Commodities and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of upgrading the Hardee County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the

awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 **Deliverable 2. Improvement:** No later than January 1, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP upgrades procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Hardee County NGCS Implementation project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 **Deliverable 3. Inspection:** No later than August 22, 2025, the Recipient shall conduct or cause to be conducted an inspection of the Hardee County NGCS Implementation performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the PSAP upgrade project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 29, 2025.

5.1.4 Deliverable 4. Reporting: The Recipient shall report quarterly on the status of the Hardee County PSAP Upgrade project work procured in accordance with Recipient Deliverable 1. These reports shall include the current status and progress of the NGCS Implementation project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15 of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

f. **Section 6,** Deliverables, is struck in its entirety.

g. **Section 6,** Performance Measures, Subsection 6.1, is struck in its entirety and replaced with the following:

6.1 Procurement. Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Hardee County with the NGCS Implementation project as specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

h. **Section 6**, Performance Measures, Subsection 6.2, Improvement, is struck in its entirety and replaced with the following:

6.2 Improvement. Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP upgrades.

i. **Section 8,** Department Tasks, Subsection 8.2, is struck in its entirety and replaced with the following:

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's Contract with a vendor.

32. This amendment is effective on the last date it is signed by both Parties.

33. This amendment and all its attachments are hereby made a part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, this amendment shall control.

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IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials, as duly authorized.

HARDEE COUNTY

By: _____

Print Name: Russell Melendy

Print Title: Chair
Hardee County

Date: January 16, 2025

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

ATTACHMENT G (Revised)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Hardee County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

Company Name	Hardee County Recipient's Name
Name and Title	DMS-P1-24-07-04 Department's Contract Number
Street Address	
City, State, Zip	
Signature	
Date	

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Department of MANAGEMENT SERVICES

911 PSAP Upgrade Agreement - DMS-P1-24-07-04

DIVISION/OFFICE: Division of Telecommunications; Bureau of Public Safety

AUTHOR of BRIEF: Brian Marshall, Assistant Statewide 911 Coordinator

TOPIC: 911 PSAP Upgrade Plan – Agreement Signing

RELEVANT AUTHORITY (IF APPLICABLE): 365.177

LEGISLATIVE COMMITTEE JURISDICTION (IF APPLICABLE): N/A

CUSTOMERS: Hardee County

BACKGROUND. The Department of Management Services (the Department) has been appropriated general revenue funds for the State fiscal year 2024–2025, specifically appropriation line **2971**, the nonrecurring sum of **$12,000,000** from the Emergency Communications System Trust Fund, Chapter 2024-25, Laws of Florida, to fund Public Safety Answering Point Upgrades. The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds.

This agreement between the Department and the county is required to disburse the amount of **$61,612.14** to **Hardee County** from this fund. This disbursement is subject to the rules described within the agreement. These funds will be used for the implementation of 911 Next Generation Core Services (NGCS) within the county, which is an integral part of the Department's plan to establish statewide 911 call routing in Florida. There will be no negative impact on the county or the Department.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

STATE-FUNDED AGREEMENT

FOR

NGCS IMPLEMENTATION PROJECT

DMS-P1-24-07-04

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

HARDEE COUNTY

Docusign Envelope ID: 418858AC-DE8C-43B4-A4DD-725FE1090725

STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399, and Hardee County (Recipient), 900 E Summit St, Wauchula, FL 33873.

The Department and Recipient agree as follows:

(1) AUTHORITY

A. The Department has been appropriated general revenue funds for the State fiscal year 2024–2025, specifically appropriation line 2971, the nonrecurring sum of $12,000,000 from the Emergency Communications System Trust Fund, Chapter 2024-25, Laws of Florida, to fund the Public Safety Answering Point Upgrades. The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for the Public Safety Answering Point Upgrades.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B, Program Statutes, and Regulations. Any express reference in this Agreement to a 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), F.S., the Department's Project Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Project Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Project Managers

i. The name and address of the Department's Project Manager responsible for the administration of this Agreement is:

Leon Simmonds
4030 Esplanade Way
Tallahassee, Florida 32399
850-921-0041
Leon.simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Michelle McCreery
Hardee County, 911 Coordinator
900 E Summit St
Wauchula, FL 33873
Telephone:863-773-0304
Email: MMcCreery@hardeeso.com

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

(4) TERMS AND CONDITIONS

This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK

The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(8) PERIOD OF AGREEMENT

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties or August 1, 2024 whichever is later and shall end on June 30, 2025, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2025. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Legislative Appropriation 2971, Chapter 2024-25, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's NGCS Implementation project.

D. Recipient must demonstrate the receipt of state funds generates a positive return on investment for the State of Florida, which can include, but is not limited to, improved public health and safety. The Recipient must document and report to the Department the positive returns on investment associated with the spending of such funds in accordance with Section 15, Reports, of this Agreement.

E. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

F. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $61,612.14.

G. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, 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.

H. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

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.
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.
iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of tasks outlined in Attachment A and defined in the recipient's NGCS contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit, at minimum, quarterly requests for reimbursement of funds (See Attachment D) by email to the Project Manager.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the appropriated funding amount. Requests for reimbursement for Recipient Task 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Task 2 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation project procured under Recipient Task 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 15, 2025.

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2). F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Project Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Project Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the Department of Financial Services requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a quarterly basis to the Department's Project Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Task 2 to verify the components meet or exceed Recipient's NGCS Implementation procured under Recipient Task 1.

D. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 15, 2025.

E. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the NGCS Implementation project agreement. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's NGCS Implementation project as specified in the Agreement.

G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Project Manager.

(12) RECORDS

A. Pursuant to section 20.055(5), F.S., the Recipient and its subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for 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 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 Recipient's personnel for the purpose of interview and discussion related to such documents.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all subcontractors to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

E. In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of this Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of this Agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

E. 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 Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

A. The Recipient shall provide the Department's Project Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports shall include the current status and progress of the Recipient and its Contractor(s) and subcontractor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, the positive return on investment for this project, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) 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 Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. "Acceptable by the Department" means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department's Project Manager.

G. The Recipient shall provide the information identified in Attachment H.

(16) MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s) and subcontractor(s) 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, is 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 A, of this Agreement and of the activities reported in the quarterly reports.

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

(17) LIABILITY

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient

shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

B. Recipient, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S.. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing in this Agreement may 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.

(18) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department 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:

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

C. If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Department.

D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

E. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Recipient.

(20) TERMINATION

A. If the performance of the Contractor is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Contractor of the non-compliance and require correction within a specified time; otherwise, the Contract will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

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 Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the 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 will 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 Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Department from the Recipient, is determined exclusively by the Department

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's NGCS Implementation project. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party Contract(s).

B. With the Recipient's approval, the Recipient's Contractor may subcontract work performed in furtherance of the NGCS Implementation project, and the Recipient's Contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring Contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), FAC; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the Contractor and/or subcontractor's progress in performing its work under this Agreement. For each Contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that Contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

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

B. This Agreement shall be construed under the laws of the State of Florida, and the venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

C. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 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.

D. In addition, the Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended subcontractor that which Recipient plans to fund under this Agreement. The form must be received by the Department before the Recipient enters into a contract with any subcontractor. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has 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 has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. 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 5 years from the date of purchase or the completion of the improvements or as further required by law.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

I. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Hardee County NGCS Implementation project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(25) LOBBYING PROHIBITION

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

C. The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(26) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(27) LEGAL AUTHORIZATION

The 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.

(28) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

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IN WITNESS, THEREOF, the parties hereto have caused this 18 page Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above contract and agree to the terms contained within it.

HARDEE COUNTY

By: D. Renee Wyatt
Signature-Authorized County Official

Title: _____

Date: 10/07/2024

59-600-0639
Federal Identification Number

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: Tom Berger
4810B86123514E1...
Tom Berger
Deputy Secretary, Business Operations

Date: 10/11/2024 | 11:25 AM EDT

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EXHIBIT 1
AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

1. A Recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending

June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

1. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

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

a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

or

Paper copies:

Division of Telecommunications
Department of Management Services
4030 Esplanade Way
Tallahassee, Florida 32399

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

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

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

Part V: Record Retention

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

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EXHIBIT A

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

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

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

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Public Safety Answering Point Upgrades

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.021

   Amount: $ 61,612.14

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Agreement No. DMS-P1-24-07-04 between the Recipient and the Department, entered in State Fiscal Year 2024-25.

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Attachment A
SCOPE OF WORK AND BUDGET

1. NOTE: See separate document for entire Attachment A template.

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Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 03 (2014-15)	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 02 (2012-13)	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

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Attachment C
STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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Attachment D
Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County:	**Hardee**	**Project Name**	NGCS Project	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Reimbursement Request Total						

Approximate amount of funding available (Percentage) %
Documentation Received by:
_____ _____ Signature of Authorized Official Date

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Attachment D (Continued)
Request for Reimbursement of Funds
ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT: AGREEMENT #: DMS-P1-24-07-04

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

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Attachment E
Quarterly Report

(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)

County: _____
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

Problems/Delays (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Return on investment (positive return on investments gained by this program/project e.g. The new equipment will reduce unscheduled downtime by___ %):

_____ _____
Signature of Authorized Official Date

Docusign Envelope ID: 418858AC-DE8C-43B4-A4DD-725FE1090725

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

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

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ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Hardee County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the prospective Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx.

CONTRACTOR:

_____	Hardee County
Company Name	Recipient's Name
_____	DMS-P1-24-07-04
Name and Title	Department's Contract Number
_____	
Street Address	
_____	
City, State, Zip	
_____	
Signature	
_____	

Date

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Attachment H
Final Administrative Closeout Report
(Due on or before September 29, 2025)

County:
Report Number:
Report Date:

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance)**:**

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues)**:**

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

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Return on investment (total expenditures for the project, positive return on investments gained by this program/project, e.g., The new equipment will reduce unscheduled downtime by__ %):
Signature of Authorized Official _____ Date _____

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Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient:		**Project Name:**		**Request Number:**		**Request Date:**	

Budget Categories					
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)	Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)					
B. Services (i.e. Training, Maintenance and Warranty Items)					
Request for Payment to Rural Community or Rural Area of Opportunity Total					

Approximate amount of funding available (Percentage) %

Documentation Received by:

_____ _____

Signature of Authorized Official Date

DMS-P1-24-07-04

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Attachment I (Continued)
Request for Payment to Rural Community or Rural Area of Opportunity
ITEMIZED LIST FOR PAYMENT REQUESTS

RECIPIENT:

AGREEMENT #: DMS-P1-24-07-04

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

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Attachment A
SCOPE OF WORK AND BUDGET

1. **BACKGROUND:**
The funds will allow the implementation of next generation 911 equipment and services necessary to provide Next Generation Core Services (NGCS) in the county to facilitate the implementation of Florida Statute 365.177, statewide call routing.

The State of Florida has appropriated the Department of Management Services (the Department) a $12 million non-recurring funding allocation to modernize emergency call centers across the state. These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-25) and will be used exclusively for upgrading Public Safety Answering Points (PSAPs) during the 2024-2025 fiscal year.

2. **TERM:**
Funding will be available on July 1, 2024, and will expire on June 30, 2025. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

3. **PURPOSE:**
The Department wishes to disburse the appropriated funds to Hardee County for the purpose of implementing NGCS equipment and services in accordance with the Laws of Florida, Chapter 2024-25.

4. **GENERAL DESCRIPTION OF THE SCOPE OF WORK:**
This Agreement is for the implementation of equipment and non-recurring service costs to migrate to Next Generation Core Services and for the initial year of services contracted by the county with their next generation 911 vendors.

5. **RECIPIENT RESPONSIBILITIES**

5.1 **RECIPIENT TASKS:** Recipient will perform the following tasks in the time and manner specified:

5.1.1 **Task 1. Procurement**: The Recipient shall execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Hardee County with the following no later than September 1, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Ensure the procurement is done in compliance with all local and State of Florida procurement rules and laws. Ensure the procurement clearly sets forth all contractor requirements. The State 911 Grant application package submitted to the Emergency Communications Board including detailed quotes, may be used as the procurement package.

5.1.1.2 Provide the Department with a copy of contracts or purchase orders for their next generation 911 core services vendor. The draft copies must be received and reviewed for acceptance by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with a vendor. The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section (20) of the Agreement.

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5.1.1.3 Submit to the Department's Project Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with any vendor.

5.1.1.4 Provide the Department with an unredacted copy of the signed Contract or executed Purchase Order for the Hardee County NGCS project. The Contract or Purchase Order must require the awarded Contractor and/or Subcontractor to comply with the terms of this Agreement including that the awarded vendor certify that their systems are interoperable with bordering counties, regions, and adjacent state lines, if applicable, consistent with current NENA NG-911 standards.

5.1.2 **Task 2. Improvement:** No later than September 30, 2024, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, the implementation of NGCS procured in Task 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Hardee County NGCS project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Task 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 **Task 3. Inspection:** No later than August 15, 2025, the Recipient shall conduct or cause to be conducted an inspection of the Hardee County NGCS project to verify that the contract deliverables are met or exceeded in accordance with the Contract.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the NGCS project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 29, 2025.

5.1.4 **Task 4. Reporting:** The Recipient shall report quarterly on the status of the Hardee County NGCS project work described in Task 1. These reports shall include the current status and progress of the NGCS project contract deliverables, the expenditure of funds under this Agreement, and positive Return on Investment (ROI) gained by this project. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 14 of this Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than September 29th, 2025.

6. **DELIVERABLES:** Recipient will complete and submit the following deliverables to the Department in the time and manner specified:

6.1 **Quarterly**: Each quarter the Recipient shall update the Department on the status of the Hardee County NGCS project, including any delays or problems, with supporting documentation as specified in Recipient Tasks 1 through 4.

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7. **PERFORMANCE MEASURES:** Deliverables must be met at the following minimum level of performance:

7.1 **Procurement.** Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Hardee County with a NGCS project as specified.

7.2 **Improvement.** Conduct, or cause to be conducted, purchase and installation of Next Generation Core Services and equipment.

7.3 **Inspection.** Conduct or cause to be conducted an inspection of the Hardee County NGCS project, as specified.

7.4 **Reporting.** Prepare and submit the Quarterly Report and Administrative Close-Out Report as specified.

8. **FINANCIAL CONSEQUENCES**

8.1 If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

8.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

8.1.2 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

8.1.3 Wholly or partly suspend or terminate the current award for the Recipient; or,

8.1.4 Take other remedies that may be legally available.

8.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Hardee County NGCS project contract.

9. **DEPARTMENT TASKS**

9.1 The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of NGCS project documentation shall not be construed as an approval of the Recipient's NGCS project contract terms and conditions.

9.2 The Department will not be responsible or liable for Recipient obtaining the Next Generation Core Services or performance of any terms in Recipient's Contract with a vendor to provide its NGCS project.

10. **METHOD OF PAYMENT:**

10.1 The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

10.2 The Recipient will not receive payment in advance for goods or services described in this scope of work.

10.3 The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

11. **LINE-ITEM BUDGET**

Amount Requested from the State in this Appropriations Project Request.	**$ 61,612.14**

Total $ 61,612.14

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AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Resolution 2025-05, Technical Standards Manual Amendments
SUGGESTED ACTION:	- Motion to approve Resolution 2025-05, A Resolution of the Board of County Commissioners of Hardee County, Florida, amending the technical standards manual for Hardee County; providing for conflicts, severability and an effective date.

ATTACHMENTS:
Resolution 2025-05 Technical Standards Manual - Amendment .pdf

HARDEE COUNTY
RESOLUTION NO: 2025-05

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AMENDING THE TECHNICAL STANDARDS MANUAL FOR HARDEE COUNTY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, in conjunction with the adoption of the amended Unified Land Development Code, the County adopted a Technical Standards Manual on October 12, 2023 via Resolution 2023-53; and

WHEREAS, the County now finds it in the best interest to amend certain sections of the Technical Standards Manual; and

WHEREAS, in accordance with the procedures required by Chapter 125, Florida Statutes, and other applicable law, the proposed amended regulations contained within this resolution were considered by the County's Planning and Zoning Board, sitting as the Local Planning Agency (LPA) as designated by the Board of County Commissioners, at a duly advertised public meeting on November 7, 2024, at which time interested parties and citizens had the opportunity to be heard and such regulations were recommended to the Board of County Commissioners for adoption; and

WHEREAS, the Board of County Commissioners, after taking into consideration the recommendations of the Planning and Zoning Board and the County Staff, and the comments received during the public hearing process, finds that the proposed revisions and amendments are appropriate, desirable, and in the best interests of the County.

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

Section 1. **RECITAL.** The foregoing "WHEREAS" clauses are hereby adopted, ratified, and confirmed as being true and correct and are made a specific part of this Resolution as the Board of County Commissioner's legislative findings and intent pertaining to this Resolution.

Section 2. **PUBLIC WORKS MANUAL.** The Technical Standards Manual of Hardee County is hereby amended as noted below.

Section 3. **CONFLICTS.** Any and all prior resolutions of the Board of County Commissioners which conflict with these requirements, or any portion thereof, are hereby superseded and repealed to the extent of any such conflict.

Section 4. **SEVERABILITY.** If any section, sentence, phrase, word or potion of this Resolution, including any such section, sentence, phrase, word or portion of **Exhibit "A,"** attached and adopted hereto, is determined to be invalid, unenforceable, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Resolution, including any such section, phrase, word or portion of **Exhibit "A".**

Section 5. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this ____ day of January, 2025 at a regular meeting of the Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell Melendy, Chair

(Seal)

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

EXHIBIT "A":
Amendment to the Technical Standards Manual

SECTION 4.5. CULVERTS, BRIDGES AND PIPES.

Pipe culverts shall be reinforced concrete, bituminous-coated corrugated metal, plastic or aluminum, and shall be designed in accordance with the FDOT Drainage Manual, latest edition, unless otherwise approved by the County Engineer. The minimum diameter shall be 18 inches. When hydraulic conditions indicate the need for a headwall, a D.O.T. standard headwall will be required. Mitered pipe end sections are required. Bridges and box culverts shall be designed to D.O.T. Specifications.

SECTION 4.3. STORM SEWER DESIGN.

Manning's equation will be used for storm sewer design with coefficient roughness (n) of 0.012 for concrete pipes and 0.012 for smooth lined corrugated metal pipes. Coefficient of roughness (n) for all other pipes shall be as shown in ~~Table 4A~~ Chapter 3.6.4 of the latest FDOT Drainage Manual.

~~**TABLE 4A**~~

~~**Values of Coefficient of Roughness (n) for Standard Corrugated Steel Pipe (Manning's Formula)**~~								
~~**Corrugations**~~	~~**Annular**~~	~~**Helical**~~						
	~~2 2/3" x 1/2"~~	~~1 1/2" x 1/4" 11,12~~		~~2 2/3" x 1/2"~~				
	~~All Diameter~~	~~8"~~	~~10"~~	~~12"~~	~~18"~~	~~24"~~	~~36"~~	~~48"~~
~~Unpaved~~	~~.024~~	~~.012~~	~~.014~~	~~.011~~	~~.014~~	~~.016~~	~~.019~~	~~.020~~
~~25% Paved~~	~~.021~~						~~.017~~	~~.020~~
~~Fully Paved~~	~~.012~~						~~.012~~	~~.012~~

~~Corrugations~~	~~Annular 3" x 1"~~	~~Helical 3" x 1"~~					
	~~All Diam.~~	~~36"~~	~~48"~~	~~54"~~	~~60"~~	~~66"~~	~~72"~~
~~Unpaved~~	~~.027~~	~~.021~~	~~.023~~	~~.023~~	~~.024~~	~~.025~~	~~.026~~
~~25% Paved~~	~~.023~~	~~.019~~	~~.020~~	~~.020~~	~~.021~~	~~.022~~	~~.022~~
~~Fully Paved~~	~~.012~~	~~.012~~	~~.012~~	~~.012~~	~~.012~~	~~.012~~	~~.012~~

AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** EMPG Grant Agreement G0537
SUGGESTED ACTION:	- Motion to ratify the submission and acceptance of the Florida Division of Emergency Management Performance Agreement (EMPG) G0537 for emergency management services in the amount of $48,727; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo EMPG Agreemnt.pdf
AGENDA REQUEST FORM EMPG Agreement.docx
FY2024 EMPG _ Hardee Co _ G0537 _ Executed.pdf

Hardee County
FLORIDA

Grants Management

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manger

From: Lorie Ayers, General Services Directors

Subject: EMPG Agreement #G0537

Date: January 16th, 2025

Motion to ratify and acknowledge Chair signature to enter into an agreement with the Florida Division of Emergency Management Agreement # G0537 EMA-2024-EP-05024. This award is our annual allocation from the State to fund the operations of Emergency Management awarding an amount of $48,727.00

Authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the agreement

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
GENERAL SERVICES DIRECTOR

ESTHER BRAGG
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

AGENDA REQUEST FORM

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

Department/Agency Grants Management

Contact Person Lorie Ayers Phone 863-773-6349

Email Lorie.ayers@hardeecountyfl.gov Fax

I request the following item be placed on the 1/16/2025 agenda under the following category:
(date of meeting)

X Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Lorie Ayers, General Services Director

Provide reason for agenda item and what action is requested, if any:
Motion to ratify and acknowledge Chair signature to enter into an agreement with the Florida Division of Emergency Management Agreement # G0537 EMA-2024-EP-05024, also authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the agreement.

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____YES / X____NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:

** 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 Brandy.Crawford@HardeeCountyFL.gov.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

Agreement Number: G0537

FY2024 EMERGENCY MANAGEMENT PERFORMANCE AGREEMENT (EMPG)

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:	Hardee County
Sub-Recipient's unique entity identifier:	Q11TSMH2P7X6
Federal Award Identification Number (FAIN):	EMA-2024-EP-05024
Federal Award Date:	10/01/023 – 09/30/2026
Subaward Period of Performance Start and End Date:	10/01/2024 – 03/31/2026
Budget Period Start and End Date:	07/01/2024 – 03/31/2026
Amount of Federal Funds Obligated by this Agreement:	$48,727.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$48,727.00
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.042-Emergency Management Performance Grant (EMPG) Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	31.90%

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:

Josue' Jean, Grant Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida
Telephone: 850-815-4419
Email: Josue.Jean@em.myflorida.com

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

Lane Schneider
404 W Orange St.
Wauchula, FL 33873
Telephone: (863) 773-7028
Fax:
Email: lane.schneider@hardeecountyfl.gov

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 01, 2024, and shall end March 31, 2026** 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 $48,727.00.

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.

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(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 shalll 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 shallt 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: D. Renee Wyatt

Name and Title: D. Renee Wyatt, Chair

Date: 10/07/2024

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: Linda McWhorter Digitally signed by Linda McWhorter Date: 2024.11.18 10:13:48 -05'00'

for: Name and Title: Kevin Guthrie, Executive Director

Date: 18 November 2024

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: $ **$48,727.00**

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 2024 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: D. Renee Wyatt Date: 10/07/2024

D. Renee Wyatt, Chair

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.*

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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 2024 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: D. Renee Wyatt Date: 10/07/2024

D. Renee Wyatt, Chair
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 – 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.

D. Renee Wyatt
_____
Signature of Sub-Recipient/subcontractor's Authorized Official

D. RENEE WYATT, CHAIR
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

10/07/24
_____
Date

FY 2024 EMPG AGREEMENT
ATTACHMENT A
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2023 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: Hardee County

AGREEMENT: G0537

1. PLANNING	$
2. ORGANIZATION	$ 48,727.00
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	**$48,727.00**

FY 2024 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			$
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	1	$48,727.00	$48,727.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$48,727.00**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			$
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
		TOTAL EXPENDITURES	**$48,727.00**

REVISION DATE: _____

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FY 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. 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

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 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

Grant funds under this program may be charged to one of the below listed categories:

- **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 2024 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient 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. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

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 **Form** 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, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that 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 national 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 and management, preparedness, 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, 2024**.

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 a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Sub-Recipients 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 a representative of 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). EMPG funded personnel are encouraged to participate in these meetings.

Reporting Requirements

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

Supporting Documentation: Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Subrecipient).

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 the Integrated Preparedness Plan Workshop (IPPW) process to synchronize local IPP's into a statewide IPP. Sub-Recipients 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 Sub-Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Submit the County 2028-2029 **IPP Data Sheets** by **April 30, 2025,** in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Reporting Requirements:

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

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than April 30, 2025. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG Program-funded personnel are expected to be trained emergency managers. 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
IS0120.c: An Introduction to Exercises		IS0240.c: Leadership and Influence
IS0230.e: Fundamentals of Emergency Management		IS0241.c: Decision Making and Problem Solving
IS0235.c: Emergency Planning		IS0242.c: Effective Communication
IS0240.c: Leadership and Influence		IS0244.b: Developing and Managing Volunteers
IS0241.c: Decision Making and Problem Solving		S0100.c: An Introduction to the Incident Command System, ICS 100
IS0242.c: Effective Communication		IS0120.c: An Introduction to Exercises

IS0244.b: Developing and Managing Volunteers		IS0200.c: Basic Incident Command System for Initial Response
IS-244.b: Developing and Managing Volunteers		IS0230.e: Fundamentals of Emergency Management
IS-244.b: Developing and Managing Volunteers		IS0700.b: An Introduction to the National Incident Management System
		IS0800.d: National Response Framework, An Introduction
		IS0235.c: Emergency Planning
		E/L0101 Foundations of Emergency Management
		E/l0102 Science for Disasters
		E/L0103 Planning: Emergency Operations
		E/L0105 Public Information Basics

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

DELIVERABLES

- The Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on Staffing Detail –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 Form.

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 are encouraged to participate in a minimum of three (3) exercises during the agreement period.

Submit the following item in DEMES:

DELIVERABLES

- Sub-Recipient 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

DELIVERABLES AND PERFORMANCE

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)

Additional Organizational Costs

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and

2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

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).
    - Annual inventory of clothing and uniforms, if applicable.

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 the Purchase of Lights for Emergency Management Vehicles
In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

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.

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 National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainercourses
- Attending other Department of Homeland Security (DHS) 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 a 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 ofemergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop orevent whose primary purpose is the dissemination of technical information beyond the non-Federal entityand 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 discussionof 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 oron 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 thisAgreement.

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, FloridaAdministrative 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 beexpended 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 theagency participating;
- The activity provides a direct educational or other benefit supporting the work and public purposeof the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with theobjectives 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 requiredby 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 mustinclude:

- A statement explaining how the expense directly relates to the Recipient's successfulperformance 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 anymeal or lodging included in a convention or conference registration fee paid by the state"). A continentalbreakfast 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 travelday 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 travelperiod.
- 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 Atravel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on aper 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 asthe result of the Recipient's written travel policy (in other words, the reimbursement rates applyuniformly 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 statementsfor proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets theymust 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 regularoperations 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 anannual 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 ofthe state or FEMA, whichever is applicable. The services of contractors/consultants may also beprocured 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 oftime (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 theexercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planningand conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protectiveequipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activitiessuch 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 submittedon 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). Theonly vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exerciseconduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope ofexercise 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 statementsfor 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 theEmergency 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 Statues; 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 contact 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 section215.97, 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
Josue' Jean FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4419 Josue.Jean@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 US.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

_____ Date: _____

Name and Title of Sub-Recipient

_____

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 though Friday 8:00am to 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.

(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

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[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.

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 grant 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.

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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 signup sheet with meeting date

☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been included?

☐ 5. 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 & payment to credit card company for that statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, 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, Rosters and Agenda 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, 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

☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, 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 roster

☐ 2. If exercise has been conducted are the following included:

_____ After-action report
_____ Sign-in sheets
_____ Agenda
_____ Rosters

☐ 3. 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?

☐ 4. 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?

☐ 5. 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, 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

☐ 6. 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, 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

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*

_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, 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 & 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? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, 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, 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...)***

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?
- ☐ 5. Do all paid invoices show a $0.00 balance?
- ☐ 6. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 7. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

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 Sub-Recipient, I hereby attest that the company identified above in the section entitled "Sub-Recipient 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.

Sub-Recipient 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: _____

[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.

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Fire Station 1 Generator Grant
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of the Division of Emergency Management Mitigation Bureau grant agreement H1102 for Fire Station 1 Generator in the amount of $63,006.12, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo Fire Station No. 1 Generator.docx
AGENDA REQUEST FORM - Fire Rescue No. 1 Generator.docx
4673-015-R - Agreement H1102.pdf

Hardee County
FLORIDA

Grants Management

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Fire Station No. 1 Generator Agreement H1102

Date: January 16th, 2025

Motion to approve Hazard Mitigation Grant Project for Fire Station No. 1 Generator Agreement H1102, and authorize the Chairman to sign any necessary documents in the furtherance thereof.

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
GENERAL SERVICES DIRECTOR

ESTHER BRAGG
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

Page 2 if necessary.

AGENDA REQUEST FORM

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

Department/Agency General Services-Grants Management Division

Contact Person Lorie Ayers Phone863-773-6349

Email Lorie.ayers@hardeecountyfl.gov Fax 863-773-5801

I request the following item be placed on the January 16th, 2025 agenda under the following category:
(date of meeting)

X 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:
Lorie Ayers-General Services Director; 5 minutes

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

Motion to approve the acceptance of the Hardee County Fire Rescue Station No. 1 Generator grant for $63,006.12, authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant award and agreement.

Check if no action is required: X

Will item impact budget/funding per fiscal year? X 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:

** 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 Brandy.Crawford@HardeeCountyFL.gov.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Hardee County
PROJECT #:	4673-015-R
PROJECT TITLE:	Hardee County, Fire Rescue Station 1, Generator
CONTRACT #:	H1102
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Casey Dasher Public Safety Director/Fire Chief 149 K.D. Revell Road Wauchula, FL 33873-9691

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (618) 619-8015 or email me at Hannah.Abbott@em.myflorida.com.

Agreement Number: **H1102**

Project Number: **4673-015-R**

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 subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

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:	Hardee County
Sub-Recipient's unique entity identifier (UEI/FEIN):	Q11TSMH2P7X6 / 596000632
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	July 16, 2024
Subaward Period of Performance Start and End Date:	July 16, 2024 - July 31, 2027
Amount of Federal Funds Obligated by this Agreement:	$63,006.12
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$63,006.12
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$ 63,006.12
Federal award project description (see FFATA):	Generator
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Hannah.Abbott@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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 and Federal laws, rules and regulations, including those identified in Attachment B. 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), 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. As part of his/her duties, 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:

Hannah Abbott
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 618-619-8015
Email: Hannah.Abbott@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

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

Casey Dasher
Public Safety Director/Fire Chief
149 K.D. Revell Road
Wauchula, FL 33873-9691
Telephone: 863-773-4362
Email: casey.dasher@hardeecounty.net

2. 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 will 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 any number of counterparts, any one of which may be taken as an original.

(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.

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on July 16, 2024, and shall end on July 31, 2027, 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 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.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(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 will 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 of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$**63,006.12.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must 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 will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, 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 will 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 will 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 will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must 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 must 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 must 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. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, 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 2 C.F.R. §200.332(a)(5), 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 Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and 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 five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient 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 must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must 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).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must 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.

e. In accordance with 2 C.F.R. §200.336, the Division must 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 must 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, 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. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) 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 must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must 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, the Government in the Sunshine Law 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, 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 the 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. 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 Florida's Public Records Law.

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 Budget and Scope of Work - Attachment A - 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 must be received by the Division no later than nine 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:

DEMSingle_Audit@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:

http://harvester.census.gov/fac/collect/ddeindex.html

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

DEMSingle_Audit@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 the 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 fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) 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 the Budget and Scope of Work.

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 F.

(13) MONITORING

a. 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 A 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 will 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 and, 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.

(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. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will 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 will 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 (30) days 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 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 day’s prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after

receipt of the termination notice will 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 will 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. 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.

e. 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."

f. 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.

g. "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.

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

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

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. 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").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

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

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at .

(19) ATTACHMENTS

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. Attachment A – Budget and Scope of Work

iii. Attachment B – Program Statutes and Regulations

iv. Attachment C – Statement of Assurances

v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. 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 advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will 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.

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 sixty (60) 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. 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.

(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. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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 may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 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 or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-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-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **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 H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. 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.

i. 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.

j. The State of Florida will 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.

k. 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 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. 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), Florida Statutes, 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.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(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 will 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 will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, 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.

(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 will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, 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 will 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 will 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 C.F.R. 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 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> 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 will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such

employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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 will 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 will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the 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 will 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 must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or

dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(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 must 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 will 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 must 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 must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters 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 must 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 will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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 this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – 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 must 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 C.

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

SUB-RECIPIENT: HARDEE COUNTY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 63,006.12**

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Generators for Critical Facilities Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to Hardee County Fire Rescue Station 1, in Wauchula, Hardee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-015-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards.

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

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency backup power to the Hardee County Fire Rescue Station 1 building, located at 149 KD Revell Road, Wauchula, Florida 33873. Coordinates: (27.556347, -81.810037)

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 125 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes installing a new automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently, this facility has an inadequate source of backup power, an undersized 60 kW generator that has surpassed its useful life. The project also includes the removal of the existing ATS and generator to be able to use the existing concrete pad. An interruption in the electric power supply would result in delays in deployment and interrupted calls for service. The project shall decrease the risk of electrical power loss to Fire Rescue Station 1, reduce delays in deployment, and accommodate additional personnel at the station in the event of a natural disaster and large expanded incidents for the continuation of emergency services.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) Local Building Official Inspection Report and Final Approval.

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

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

e) Certified Letter of Completion, as applicable:

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

    2. Certifying Compliance with all applicable codes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B) Deliverables:

Mitigation Activities consist of providing protection to Hardee County Fire Rescue Station 1, Wauchula, Florida 33873, by installing a permanent generator.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

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

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

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

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

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

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

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

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

D) Environmental:

1) The Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

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

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

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

E) Programmatic:

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

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

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

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted,

along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

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

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

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

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

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

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

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

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

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

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

This is FEMA project number **4673-015-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on July 16, 2024, and the Period of Performance for this project shall end on **July 31, 2027.**

F) FINANCIAL CONSEQUENCES:

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

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

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

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

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$47,578.00	$35,016.75	$12,561.25
Labor:	$31,200.00	$22,962.77	$8,237.23
Fees:	$1,500.00	$1,103.98	$396.02
Contingency:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$80,278.00**	**$59,083.50**	**$21,194.50**
Project Total:	**$80,278.00**	**$59,083.50**	**$21,194.50**
****SRMC**			
SRMC:	$3,922.62	$3,922.62	
SRMC Total:	**$3,922.62**	**$3,922.62**	

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

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

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

******* Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $3,922.62 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

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

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

Funding Summary Totals

Federal Share:	$59,083.50	(73.598619796%)
Non-Federal Share:	$21,194.50	(26.401380204%)
Total Project Cost:	**$80,278.00**	**(100.00%)**
SRMC (100% Federal)	$3,922.62	

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) 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).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Hardee County

REMIT ADDRESS: 149 K.D. Revell Road

CITY: Wauchula STATE: Florida ZIP CODE: 33873-9691

PROJECT TYPE: Generator PROJECT #: 4673-015-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1102

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 73.598619796%	Obligated Local Non-Federal 26.401380204%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Hardee County PAYMENT #:

PROJECT TYPE: Generator PROJECT #: 4673-015-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1102

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: HARDEE COUNTY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Hardee County **PROJECT #:** 4673-015-R

PROJECT TYPE: Generator **CONTRACT #:** H1102

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

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

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 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: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

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

Attachment H

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 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.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Hardee County
Sub-Recipient's Name

H1102
DEM Contract Number

4673-015-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-015-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 63,006.12

OBLIGATION/ACTION DATE: July 16, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: Q11TSMH2P7X6

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program (HMGP) project, the Sub-Recipient shall provide emergency backup power to the Hardee County Fire Rescue Station 1 building, located at 149 KD Revell Road, Wauchula, Florida 33873. Coordinates: (27.556347, -81.810037)

The HMGP project shall provide protection by purchasing and installing one (1) permanent generator with capacity of 125 kW or the adequate size determined by the vendor and/or an electrical engineer during the bid process to appropriately support the critical facility. The project includes installing a new automatic transfer switch (ATS), a supply diesel tank and electrical connections. Currently, this facility has an inadequate source of backup power, an undersized 60 kW generator that has surpassed its useful life. The project also includes the removal of the existing ATS and generator to be able to use the existing concrete pad. An interruption in the electric power supply would result in delays in deployment and interrupted calls for service. The project shall decrease the risk of electrical power loss to Fire Rescue Station 1, reduce delays in deployment, and accommodate additional personnel at the station in the event of a natural disaster and large expanded incidents for the continuation of emergency services.

The generator and electrical components shall be protected against a 500-year (0.2% annual chance) flood event by implementing specific activities or by locating the generator outside the Special Flood

Hazard Area (SFHA), comply with applicable National Flood Insurance Program (NFIP) requirements and shall be protected against wind with a rated enclosure and appropriate anchoring based on its location requirements per ASCE 7 standards. The selected site shall provide sufficient space to maintain and fuel the generator and shall comply with the National Electrical Code working clearance requirements. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should

be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must 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 must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. 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 C.F.R. 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 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. 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 must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[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.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 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 must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. 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 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 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).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

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 K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will 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 will be 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 will 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 will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, 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 subrecipients 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. Chap. 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 L

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

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

• As used in this subsection, the term:

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

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

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

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

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

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

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

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

Total Compensation Paid to Non-Profit Personnel Using State Funds

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

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

Name:	
Signature:	
Title:	
Date:	

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.

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: _____

[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.

AGENDA ITEM NO. 11.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** JAG Countywide Residual Grant
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of Edward Byrne Memorial Justice Assistance Grant (JAG) for JAG Countywide Residual (JAGCR) for the Hardee County Sheriff's Office to purchase a Stealth Patrol Vehicle in the amount of $29,819, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Memo - JAG Countywide Residual Revised.pdf
Agenda Request - JAG Countywide Residual.pdf
Hardee County Board of Commissioners - Application.pdf

Hardee County FLORIDA

Grants Management

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LORIE AYERS
GENERAL SERVICES DIRECTOR

ESTHER BRAGG
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Edward Byrne Memorial Justice Assistance Grant (JAG)-Countywide Residual

Date: January 16, 2025

Motion to approve the submission and acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) – JAG Countywide Residual (JAGCR) for the Hardee County Sheriff's Office. This is a residual grant from JAG Countywide FY22.

This grant is for the purchase of a Stealth Patrol Vehicle for the Hardee County Sheriff's Office in the amount of $29,819. The award project period is from October 1, 2024, to September 30, 2025.

Also, authorizing the Chair and/or County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

AGENDA REQUEST FORM

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

Department/Agency: General Services - Grants Management Division

Contact Person: Lorie Ayers Phone: 863-773-6349

Email: Lorie.ayers@hardeecountyfl.gov Fax: 863-773-5801

I request the following item be placed on the January 16, 2025, agenda under the following category:
(date of meeting)

___X___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:
Lorie Ayers, General Services Director- 10 Minutes

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

Motion to approve the submission and acceptance of the Edward Byrne Memorial Justice Assistance Grant (JAG) – JAG Countywide Residual (JAGCR) for the Hardee County Sheriff's Office in the amount of $29,819. Also, authorizing the Chair and/or County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

Check if no action is required: X

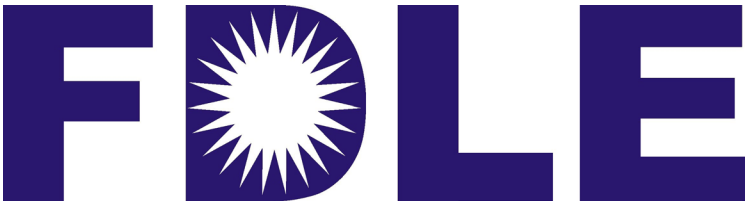
Will item impact budget/funding per fiscal year? ___ YES / _X_ NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:

** 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 Brandy.Crawford@HardeeCountyFL.gov.**

If any questions, feel free to contact me via email or by phone at 863.773.9430.



Stealth Patrol Vehicle

Prepared by Hardee County Board of Commissioners
for Florida Department of Law Enforcement JAG22 - Countywide Residual (11/13/24 - 12/20/24)

Submitted by Cindy Granados

Submitted on 12/20/2024 3:34 PM Eastern Standard Time

Opportunity Details

Opportunity Information

Title
JAG22 - Countywide Residual (11/13/24 - 12/20/24)

Description
Awards funded under this opportunity have been approved by the FDLE Commissioner.

Awarding Agency Name
U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Agency Contact Phone
850-617-1250

Agency Contact Email
criminaljustice@fdle.state.fl.us

Subjects
Edward Byrne Memorial Justice Assistance Grant (JAG), JAG - Countywide Residual (JAGCR)

Manager
Krista Sanders

Additional Users

Opportunity Posted Date
11/13/2024

Announcement Type
Initial Announcement

Funding Opportunity Number
15PBJA-22-GG-00656-MUMU

Assistance Listings Number
16.738

Public Link
https://www.gotomygrants.com/Public/Opportunities/Details/3d044204-6d0d-41ec-bf55-c14043425af1

Is Published
Yes

Funding Information

Funding Sources
Federal Or Federal Pass Through

Award Information

Award Period
10/01/2024 - 09/30/2025

Award Type
Non Competitive

Indirect Costs Allowed
No

Matching Requirement
No

Submission Information

Submission Window
11/13/2024 12:00 AM - 12/20/2024 11:59 PM

Submission Timeline Type
One Time

Eligibility Information

Eligibility Type
Private

Eligible Applicants

- County Governments
- City or township governments
- Native American tribal governments (Federally recognized)

Additional Information

Additional Information URL
https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Resources/Resources/AmpliFund

Additional Information URL Description
The link above provides additional assistance for completing processes in AmpliFund.

Project Information

Application Information

Application Name
Stealth Patrol Vehicle

Award Requested
$29,819.00

Total Award Budget
$29,819.00

Primary Contact Information

Name
Cindy Granados

Email Address
cindy.granados@hardeecountyfl.gov

Address
412 West Orange Street, Room 201
Wauchula, FL 33873

Phone Number
(863) 773-6349

Project Description

JAG Program - Project Summary

Applicant and Award Information

Eligible Recipients for JAG Funds

Eligible recipients are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior. The eligible recipient cannot be a police department, sheriff's office, or other division of a unit of local government.

In which county is the Eligible Recipient located?
Hardee

Enter the name of the Eligible Recipient.
Hardee County Board of County Commissioners

What is the Eligible Recipient's SAM Unique ID number?
Q11TSMH2P7X6

Upload a copy of the Eligible Recipient's active SAM registration below.
Registration Active Until 2024-12-14.pdf

What is the Eligible Recipient's FEID number?
596000632

Project Information

NOTE: The final length of the project period will be determined at the time of award approval. No projects will extend past the federal award end date.

Desired Start Date of the Project
10/1/2024

Desired End Date of the Project
9/30/2025

Please select your desired reporting frequency for submitting payment requests AND performance reporting.
Quarterly

Select the appropriate program area for this project.
- ◉ 01 - Law Enforcement
- ○ 02 - Crime Lab/Forensics
- ○ 03 - Crime Prevention
- ○ 04 - Prosecution
- ○ 05 - Public Defense
- ○ 06 - Courts
- ○ 07 - Corrections
- ○ 08 - Community Corrections
- ○ 09 - Reentry Services

- ○ 10 - Behavioral Health
- ○ 11 - Assessment/Evaluation
- ○ 12 - Crime Victim/Witness

Problem Identification

PID1: Describe the problem, issues, or concerns this funding will address and describe why this project is a priority for your organization.

The Hardee County Board of County Commissioners through Sub-Recipient Hardee County Sheriff's Office (HCSO) will use grant funds to obtain a stealth vehicle that will enhance surveillance, improve traffic enforcement, and increase drug interdiction. Hardee County is a fiscally restrained county per Florida State Statutes. Post COVID, Hardee County has faced additional financial constraints. As a result, Hardee County's ability to independently procure such specialized equipment is not possible.

The Hardee County Sheriff's Office continues the responsibility of making its residents safe from criminal activity, which includes traveling on the roadways within its borders. The funding for a stealth vehicle for drug interdiction and traffic enforcement will greatly assist the Hardee County Sheriff's Office. Utilizing this stealth vehicle will allow deputies to assist and conduct undercover operations more effectively and to identify and intercept drug related activities without immediate detection. The covert nature of the stealth vehicle will allow deputies to carry out their drug interdiction duties with a higher degree of regularity, reducing the likelihood of detection when conducting drug enforcement details. The stealth vehicle will also aid in monitoring and enforcing state traffic regulations, which is crucial given the high incidence of speed and aggressive driving in this jurisdiction. Hardee County's enforcement area includes U.S. Highway 17, an alternate route for interstate 75 and U.S. 27. Additionally, there is S.R. 64 which runs the entire county, connecting Manatee and Highlands County. These two corridors offer an opportunity to further reduce drug trafficking through Hardee County and minimize aggressive driving through stealth intervention.

PID2: What actions are your organization currently taking to help address the problem/issue/concern described above?

The Hardee County Sheriff's Office is dedicated to the search of resources that can assist with their mission. As a result, grant submissions have been increased to assist the fiscally restraint status that Hardee County holds. Additional resources from state agencies have been requested to assist in the enforcement of drug crimes, major crimes, and sex crimes. The Hardee County Sheriff's Office continues to ask for additional resources with traffic enforcement. The Sheriff's office has several unmarked vehicles that are currently utilized, but the addition of this unit to their current traffic and drug interdiction enforcement, will greatly enhance their capabilities to reduce such activity in the two primary roadways running through Hardee County.

PID3: Is this project a continuation from the previous year or other federal funding source?

- ○ Yes
- ◉ No

Scope of Work

Personnel

Will you be using funds to support personnel costs (FTE, OPS, etc. – not including overtime)?

- ○ Yes
- ◉ No

Overtime

Will you be using funds to support overtime pay?

- ○ Yes
- ◉ No

Travel and Training

Will you be using funds to support training and/or travel costs?

- ○ Yes
- ◉ No

Equipment and/or Supplies

Will you be using funds to support the purchase of equipment and/or supplies?

◉ Yes
○ No

Briefly describe the items to be purchased and how they are critical to addressing the problem described above.

The Hardee County Sheriff's Office plans to purchase a 2024 Ford Mustang Fastback that will be unmarked but equipped with all emergency equipment allowing them to run stealth operations in the two primary roadways that run through Hardee County.

Sole Source

The use of noncompetitive procurement methods (i.e. sole source) for grant-funded purchases and procurement contracts is strongly discouraged. However, there are three scenarios in which sole source is allowable:

1. **The item or service is only available from one source. This does not mean a particular brand name of a product justifies a sole source, it is the item itself. For example, procuring electronic control devices cannot be a sole source because these less-lethal devices are available to purchase from Taser International and various other vendors. NOTE: Vendor sole source letters are not sufficient justification for noncompetitive purchases.**
2. **A public emergency exists that will result in harmful delays if formal competition is required. This requires official written declaration of the public emergency by an authorized official (i.e. President, Governor, Mayor, etc.). The ability to purchase non-competitively under a declaration of public emergency expires when the written declaration expires.**
3. **Inadequate competition was noted after soliciting a number of sources. Documentation of the solicitations from each source must be maintained to support the noncompetitive procurement.**

Applicants expecting to purchase grant-funded items non-competitively must complete the OCJG Sole Source Justification Approval form. If the total procurement, regardless of how much is funded by the award, exceeds the federal simplified acquisition threshold (currently $250,000), the OCJG grant manager must coordinate federal sole source approval, which may require additional information. NOTE: If the Sole Source request is denied by OCJG, copies of quotes, bids, or other documentation must be provided at the time of payment or monitoring.

Review the requirements above. Are any items being procured noncompetitively (i.e. sole source)?

○ Yes
◉ No

State-Term or Alternate Source Contracts

State-Term or Alternate Source Contracts

Federal procurement regulations allow for grant-funded items to be piggybacked off of other existing contracts with other entities. This is often referred to as alternate source contracting and is often used by OCJG recipients when procuring off of a State-Term Contract. Applicants proposing to use this method of procurement are required to describe and provide the contract number they are using for the alternate source procurement.

Are any items being procured from an existing Florida State-Term Contract?

○ Yes
◉ No

Are any items being procured from any other Alternate Source Contract (GSA, NASPO, piggybacking existing contract, etc.).

○ Yes
◉ No

Third-Party Contracts and/or Subawards

This category includes third-party agreements with a vendor, provider, consultant, etc. to assist in accomplishing the goals and objectives of the project. There are two types of contractual relationships recognized under federal awards. For a visual flowchart of the two types and what is required for each, please see our "Understanding Contractual Services under Federal Awards" resource.

Will you be using funds to support third-party agreements (contractual services and/or subawards)?

○ Yes
◉ No

Indirect Costs

Federal recipients may elect to use a portion of funding for indirect costs.

Will you be using funds to support indirect costs?

○ Yes
◉ No

Other Costs

Will you be using funds to support other costs not captured above (i.e. rental agreements, utilities, subscriptions, licensing, etc.)?

○ Yes
◉ No

Program Generated Income (PGI)

Grant-funded activities may generate revenues for the recipient organization. Examples of program income activities include but are not limited to: asset seizures/forfeitures, registration/tuition fees collected from hosted events, interest earned on advance award funds, membership fees, court-ordered attorney's fees, and fees/fines for failed drug tests. All program income must be accounted for, reported, and expended in accordance with Section 3.4 of the DOJ Grants Financial Guide.

Will any proposed grant activities generate Program Income?

○ Yes
◉ No

JAG Pre-Approvals

JAG funds may not be used to pay for any of the following items unless pre-approved by the BJA Director:

1. **vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters);**
2. **luxury items;**
3. **real estate;**
4. **construction projects (other than penal or correctional institutions); or**
5. **any similar matters.**

See BJA's JAG FAQs for more information on the approval process. OCJG grant managers will review the application and seek more information for any items that may require BJA pre-approval.

JAG Program - Grant Contact Information

Recipient Grant Manager Contact Information

This individual serves as a primary point-of-contact and is responsible for:

- **ensuring the project is progressing on time and promptly notifying their FDLE grant manager of any delays;**
- **overseeing all programmatic and financial reporting; and**
- **ensuring overall compliance with the grant agreement.**

GM Name (First Last)
Lorie Ayers

GM Title
General Services Director

GM Address 1
412 West Orange Street, Room 201

GM Address 2

GM City
Wauchula

GM State
FL

GM Zip Code+4 (XXXXX-XXXX)
33873

GM Phone Number (XXX-XXX-XXXX)
8637736349

GM Email Address
lorie.ayers@hardeecountyfl.gov

Chief Official Contact Information

This individual is the agency head for the eligible recipient.

The eligible recipient for the JAG program is a state agency or unit of local government. Examples of Chief Officials may include: Chairperson, Mayor, Executive Director, Secretary, Commissioner, etc.

CO Name (First Last)
Russell Melendy

CO Title
Chair

CO Address 1
412 West Orange Street, Room 103

CO Address 2

CO City
Wauchula

CO State
FL

CO Zip Code+4 (XXXXX-XXXX)
33873

CO Phone Number (XXX-XXX-XXXX)
8637739430

CO Email Address
bcc@hardeecountyfl.gov

Will the Chief Official be designating another individual to execute agreements on their behalf?
○ Yes
◉ No

Chief Financial Officer (CFO) Contact Information

This individual is responsible for the recipient's accounting system, financial management, and certifying claim reports submitted for payment.

CFO Name (First Last)
Diane Moore

CFO Title
Budget Manager

CFO Address 1
412 West Orange Street, Room 201

CFO Address 2

CFO City
Wauchula

CFO State
FL

CFO Zip Code+4 (XXXXX-XXXX)
33873

CFO Phone Number (XXX-XXX-XXXX)
8637733199

CFO Email Address
diane.moore@hardeecountyfl.gov

Additional Grant Contact

Is there an additional grant point-of-contact (POC) you wish to add to the grant file?
◉ Yes
○ No

POC Name (First Last)
Esther Bragg

POC Title
Grants Manager

POC Phone Number (XXX-XXX-XXXX)
8637736349

POC Email Address
esther.bragg@hardeecountyfl.gov

JAG Program - Certifications & Forms

Required Forms/Certifications for All Applicants

Lobbying, Debarment, and Drug Free Workplace

All applicants are required to complete and submit the Lobbying, Debarment, and Drug Free Workplace Certification with each application submission.

Upload the completed certification below.

Lobbying, Debarment, and Drug Free Workplace Form.pdf

Subrecipient Management Questionnaire

All applicants are required to complete and submit the Subrecipient Management Questionnaire (SMQ) form with their application. This form is used to help evaluate the applicant organization's existing internal controls related to the management of federal grant funds. FDLE will utilize this form as a "risk assessment" to determine the appropriate level of monitoring (desk or onsite) for the subaward.

Upload the completed SMQ form below.

SMQ Form.pdf

Upload additional attachments to accompany your completed SMQ, such as your organization's updated procurement policy, etc.

Equal Employment Opportunity (EEO)

Civil Rights Training

As a condition of the federal JAG award, FDLE requires applicants (and subrecipients) to complete a two part Civil Rights Training and provide copies of the training certificates upon request. To access the training, please visit our Civil Rights Training for Grantees webpage. At a minimum, the applicant grant manager must complete the training.

Have you completed the Civil Rights Training for Grantees modules?

- ◉ Yes
- ○ No (a condition will be added to award)

Upload copy of Civil Rights Training for Grantees certificates.

Certificate of Completion - Module 1 EB.pdf, Certificate of Completion - Module 2 EB.pdf, Certificate of Completion - Module 1 LJA.pdf, Certificate of Completion - Module 2 LJA.pdf

EEO Certification (EEOC)

All applicants are required to submit an EEO Certification (EEOC) annually.

FDLE strongly recommends the use of the OJP Office for Civil Rights, EEO Reporting Tool to complete this certification, especially for applicants who are required to prepare an EEO Plan (EEOP), or Utilization Report. However, in absence of using the EEO Reporting Tool, you may choose to submit the PDF certification with your application.

Upload completed EEO Certification below.
EEOC 2024-07-23.pdf

EEO Plan (EEOP)

Applicants with more than 50 employees who also receive a single award of $25,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must complete and submit their EEO Plan (EEOP), also known as a Utilization Report, to OJP's Office for Civil Rights.

This process must be completed using the EEO Reporting Tool. OJP's Office for Civil Rights has published an assistance tool to assist applicants with this process.

Does your organization have 50 employees or more?
- ◉ Yes
- ○ No

Does your organization receive a single award of $25,000 or more from any U.S. Department of Justice grant program?
- ◉ Yes
- ○ No

Has your agency completed an EEO Plan within the past two years?
- ◉ Yes
- ○ No (a condition will be added to the award)

Upload your EEO Plan below.
EEOP 2024.pdf

EEO Plan Approval

Applicants with more than 50 employees who also receive a single award $500,000 or more in funding from the U.S. Department of Justice (regardless of if it is passed through FDLE), must obtain an EEO Plan (EEOP) approval letter from OJP's Office for Civil Rights.

This process must be completed using the EEO Reporting Tool. OJP's Office for Civil Rights has published an assistance tool to assist applicants with this process.

Does your organization receive a single award of $500,000 or more from any U.S. Department of Justice grant program?
- ○ Yes
- ◉ No

No approval letter required.

Based on your response, you are only required to submit the EEO Certification and Plan above. You may move to the next section.

Project Specific Certifications

Ballistic Vest Certification

Applicants proposing to use grant funds to procure ballistic vests must ensure the vests are American-made, ordered to fit the user, and are compliant with NIJ Ballistic/Stab Standards. In addition, applicants purchasing routine-duty body armor must complete the Ballistic Vests (Mandatory Wear) Certification with their application.

Is this application proposing to use grant funds for ballistic vests?

- ○ Yes
- ◉ No

Body Worn Camera Certification

Applicants proposing to use grant funds to procure body worn camera equipment and supplies must complete the Body Worn Camera Policy Certification with their application.

NOTE: Grant funds can only support licensing, storage, and warranties during the grant period. If these costs extend past the grant period they will be pro-rated from the date of purchase.

Is this application proposing to use grant funds for body cameras?

- ○ Yes
- ◉ No

Confidential Funds Certification

Applicants proposing to use their grant to support confidential fund activities must complete the Confidential Funds Certification with their application. Additionally, applicants must have written policies and procedures to ensure confidential funds are managed in accordance with federal guidelines. Agencies who do not have a written policy may consider formalizing and adopting polices based off of our example policy provided on our website.

Is the applicant proposing to use the grant to support confidential fund activities?

- ○ Yes
- ◉ No

Suitability to Work With Minors

Applicants proposing to use grant funds that involve interacting with minors must make a written determination of each indiviudals suitability to work with minors. For more information on this requirement, please review our Suitability to Work with Minors training slides.

In order to facilitate compliance with this requirement, FDLE has two forms that must be completed for any program involving interactions with minors:

- Suitability to Work and/or Interact with Minors Certification (SWIMC)
- Suitability to Work and/or Interact with Minors Tracking (SWIMT)

Is the applicant proposing to use grant funds for activities that directly involve working with or interacting with minors?

- ○ Yes
- ◉ No

Telecommunications and Video Surveillance Services and/or Equipment

Applicants proposing to use grant funds to procure telecommunications and/or video surveillance equipment and/or services must complete a TVS certification with their application. For more information on this requirement, please review the FAQs and the training posted to our webpage.

Is the applicant proposing to use grant funds for telecommunications or video surveillance equipment/services?

- ○ Yes
- ◉ No

Task Force Activities

Applicants proposing to use funds to support any task force activities (personnel, overtime, equipment, supplies, service agreements, etc.) must provide a task force personnel roster at the time of application. In addition, the applicant is responsible for ensuring all task force members complete the required BJA Center for Task Force Integrity and Leadership online training once every four years. The completion certificates for each member on the roster must be provided to OCJG.

Note: For any task force members who have not completed the training or have expired training certificates, a withholding of funds condition will be placed on the award until valid certificates are provided for each member on the task force roster.

Is the applicant proposing to use grant funds to support task force activities?

- ○ Yes
- ◉ No

NEPA

Applicants proposing to use funds for "minor renovations", mounting items to the exterior of an existing building/structure (i.e. surveillance cameras), meth lab clean up activities, and some forensic processing requires approval from BJA's National Environmental Policy Act (NEPA) coordinator. Any applicants proposing projects that meet the criteria for NEPA approval are required to complete the BJA CATEX Checklist form and upload it with their grant.

Note: Applicants should not expend any grant funds until NEPA approval is obtained. If BJA denies the approval, you will not be reimbursed for the NEPA related expenses.

Is the applicant proposing to use grant funds for any NEPA related activities?

- ○ Yes
- ◉ No

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Total Budgeted
D. Equipment		
2024 Ford Mustang Fastback	$29,819.00	$29,819.00
Subtotal	**$29,819.00**	**$29,819.00**
Total Proposed Cost	**$29,819.00**	**$29,819.00**

Revenue Budget

	Grant Funded	Total Budgeted
Grant Funding		
Award Requested	$29,819.00	$29,819.00
Subtotal	**$29,819.00**	**$29,819.00**
Total Proposed Revenue	**$29,819.00**	**$29,819.00**

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

D. Equipment

List each NON-EXPENDABLE item to be purchased. Expendable items should be included in the supplies category. Each line item description MUST detail the calculation (unit price and quantity) used to arrive at the funded amount. EXAMPLE: 3 PC/Tablets @ $1,500 each (including associated peripherals such as case, keyboard, docking station, etc.) = $4,500.

2024 Ford Mustang Fastback

1- 2024 Ford Mustang Fastback @ $29,819

AGENDA ITEM NO. 11.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Utilities Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Torrey Preserve Update
SUGGESTED ACTION:	- Motion to approve the final change order and closeout of the Torrey Preserve Utilities Extension Project as presented.

ATTACHMENTS:
Agenda Memo.docx
AGENDA_REQUEST_Blank.pdf
Project Dashboard.pdf
Torrey_Preserve_Final_PayApp_CO-Signed.pdf

Hardee County FLORIDA

Capital Projects Department

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manger

Through: Christopher Simpron, Assistant County Manager

From: Bobby Keene, Capital Project Manager

Date: January 16th, 2025

Re: Torrey Preserve Extension Project Close Out and Final Change Order

County Staff working diligently with Engineering firm Craig A. Smith and contractor Go Underground Utilities have completed the Torrey Preserve Utilities Extension project. Installing 3,030 Ft of Sewer Force Main, 2,030 Ft of Potable Water Mains. Resulting in providing fire protection with several fire hydrants, multiple active service connections and planning for the future development of the area to connect to the Wauchula Hills Utility service area.

In balancing the budget for the completion of this project a final Change Oder is required. The following items are included in the change order:

Line Item #4 – Valve ID Tags and Flush Assembly

Line Item #5 – Raise all Project Bollards at six fire Hydrants and various locations to meet safety requirements.

Non-Performed Work Line Items, 33, 34, and 35. Various Concrete and asphalt restoration.

This resulted in a final change order deduction in construction costs of $25,597.02. Thes dollars are the remaining budgeted amount from the $50,000 in contingency funds for the project.

County staff recommends approval of final change order and for staff to move forward with final pay application #4. Granting authority for the Chair or County Manger to sign all documents and furtherance thereof.

AGENDA REQUEST FORM

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

Department/Agency Hardee County Capital Projects Department

Contact Person Bobby Keene Phone (863) 773-3465

Email bobby.keene@hardeecounty.net Fax (863) 767-1015

I request the following item be placed on the January 16th, 2025 agenda under the following category:
(date of meeting)

X 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:
Bobby Keene - Capital Projects Manager - Approx. 10 minutes.

Provide reason for agenda item and what the action is requested, if any:
To Present Close Out and Final Change Order for the Torrey Preserve Utilities Extension Project.

Check if no action is required: _____

Will item impact budget/funding per fiscal year? _____ YES / X NO

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Please return the executed documents to Bobby Keene the County's Capital Projects Manager.

** 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.

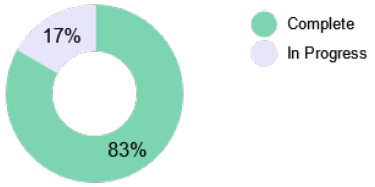
Torrey Preserve Extension

Project Links

- Project Schedule
- Task Summary Report
- Missing source

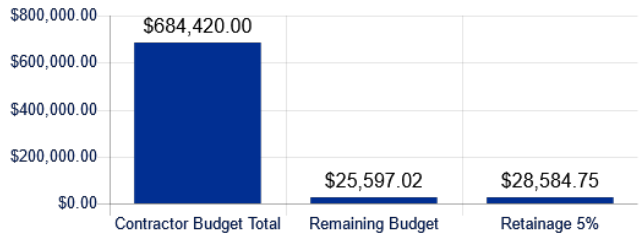
Project % Complete

Task Summary Report

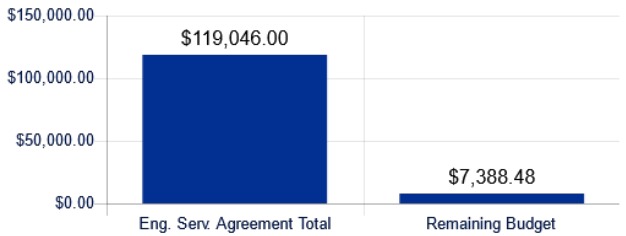


Budget Status

Construction



Engineering Services



Schedule

Primary	Start Date	End Date
Project Management		
Contract Signing and PreCon meeting	04/26/24	04/26/24
Mobilization	05/20/24	06/26/24
Water Main Install	05/20/24	07/26/24
Force Main Install	06/10/24	07/26/24
Testing Pressure/Bac	07/29/24	07/31/24



AIA DOCUMENT G702

TO OWNER: **Hardee County**
Board of Commissioners
412 W ORANGE ST, ROOM 103
WAUCHULA, FL 3387

PROJECT: **Torrey Preserve Extension**
Wastewater and Potable Water
Improvements

APPLICATION NO: **4**

APPLICATION DATE: **12/17/24**
PERIOD TO: **12/17/24**

FROM CONTRACTOR:
GO Underground Utilities LLC
1755 CR 621 E
Lake Placid FL, 33852

PROJECT NO: **08-23-064**

CONTRACT DATE: **4/26/24**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ $684,420.00
2. Net change by Change Orders		$ ($25,597.02)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 658,822.98
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 658,822.98
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 658,822.98
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		543,110.23
8. CURRENT PAYMENT DUE		$ 115,712.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Current Month Change Orders		($25,597.02)
Previous Month Change Orders	$36,942.98	$36,942.98
TOTALS	$36,942.98	$11,345.96
NET CHANGES by Change Order	$25,597.02	

CERTIFICATE OF THE CONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above Continuation Sheet, AIA Document G703, is attached represent the actual value of accomplishment under the terms of the contract (and all authorized changes thereto) between the undersigned and GCG Construction, Inc. relating to the above referenced project. I also certify that all laborers, materielmen, suppliers, contractors, and subcontractors used on or in connection with the performance of this contract have been paid in full, except as noted on the reverse side. I further certify that I have complied with all Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this Contract. Furthermore, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish any and all claims under any applicable surety bond, rights of lien upon the above premises and causes of action which the undersigned may now have or hereafter acquire, including, but not limited to, those rights as contemplated by Chapters 255 and 731, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

CONTRACTOR:
By: _____ **Date:** 12/18/2024

State of Florida:
Subscribed and sworn to before me this 7th day of January 2025

Notary Public: _____

My Commission expires: 4/2/27

Notary Public State of Florida
Heath Johnson
My Commission HH 381766
Expires 4/2/2027

Certificate for Payment
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents and the contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified ---------- $115,712.75

Engineer
~~Architect~~:
By: David E. Stenk Date: 1-7-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G703

APPLICATION NO: 4
APPLICATION DATE: 12/17/24
PERIOD TO: 12/17/24
ENGINEER'S PROJECT NO: 08-23-064

A	B			C		D			E	F		G		H	I
ITEM NO.	DESCRIPTION OF WORK	UNIT	UNIT PRICE	EST. QTY.	SCHEDULED VALUE	WORK COMPLETED				MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL QUANTITY	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE) 5%
						PREVIOUS QUANTITY	PREVIOUS VALUE	THIS QUANTITY	THIS VALUE						
1	Mobilization	LS	$60,000.00	1	$60,000.00	0.5	$30,000.00	0.5	$30,000.00	$0.00	1	$60,000.00	100.00%	0.00	$3,000.00
2	Maintenance of Traffic	LS	$12,000.00	1	$12,000.00	0.75	$9,000.00	0.25	$3,000.00	$0.00	1	$12,000.00	100.00%	0.00	$600.00
3	Survey Stakeout and As-Builts	LS	$15,000.00	1	$15,000.00	0.5	$7,500.00	0.5	$7,500.00	$0.00	1	$15,000.00	100.00%	0.00	$750.00
4	Density Testing	LS	$3,000.00	1	$3,000.00		$0.00	1	$3,000.00	$0.00	1	$3,000.00	100.00%	0.00	$150.00
5	Pre-Construction Video Tapes	LS	$6,000.00	1	$6,000.00	1	$6,000.00		$0.00	$0.00	1	$6,000.00	100.00%	0.00	$300.00
6	Trench Safety	LS	$6,000.00	1	$6,000.00	0.75	$4,500.00	0.25	$1,500.00	$0.00	1	$6,000.00	100.00%	0.00	$300.00
7	Erosian Control	LS	$12,000.00	1	$12,000.00	0.75	$9,000.00	0.25	$3,000.00	$0.00	1	$12,000.00	100.00%	0.00	$600.00
8															
9	8"PVC C-900 DR 18 Sanitary Sewer FM	LF	$52.00	1180	$61,360.00	1080	$56,160.00	100	$5,200.00	$0.00	1180	$61,360.00	100.00%	0.00	$3,068.00
10	8" MJxMJ Plug valve W Riser,Box, Collar	LS	$5,000.00	1	$5,000.00	1	$5,000.00		$0.00	$0.00	1	$5,000.00	100.00%	0.00	$250.00
11	6" PVC C-900 DR 18 Sanitary Sewer FM	LF	$50.00	1850	$92,500.00	1736	$86,800.00	114	$5,700.00	$0.00	1850	$92,500.00	100.00%	0.00	$4,625.00
12	6" MJxMJ Plug Valve W/ Box, Riser, Collar	EA	$5,000.00	4	$20,000.00	4	$20,000.00		$0.00	$0.00	4	$20,000.00	100.00%	0.00	$1,000.00
13	6" HDPE DR 11 Directional Drill Sta 29	LS	$8,000.00	1	$8,000.00	1	$8,000.00		$0.00	$0.00	1	$8,000.00	100.00%	0.00	$400.00
14	Connect of Existing FM	LS	$3,000.00	1	$3,000.00		$0.00	1	$3,000.00	$0.00	1	$3,000.00	100.00%	0.00	$150.00
15	6" HDPE DR 11 Directional Drill	LF	$143.00	210	$30,030.00	210	$30,030.00		$0.00	$0.00	210	$30,030.00	100.00%	0.00	$1,501.50
16	ARV Assembly, Fittings, Manhole, Site Restore	LS	$5,000.00	1	$5,000.00	0.5	$2,500.00	0.5	$2,500.00	$0.00	1	$5,000.00	100.00%	0.00	$250.00
17	Force Main DIP Fittings	TN	$40,000.00	0.15	$6,000.00	0.135	$5,400.00	0.015	$600.00	$0.00	0.15	$6,000.00	100.00%	0.00	$300.00
18	8" HDPE DR 11 Directional Bore	LF	$150.00	270	$40,500.00	250	$37,500.00	20	$3,000.00	$0.00	270	$40,500.00	100.00%	0.00	$2,025.00
19	10" PVC C-900DR 18 Potable Watermain	LF	$62.00	2030	$125,860.00	1991	$123,442.00	39	$2,418.00	$0.00	2030	$125,860.00	100.00%	0.00	$6,293.00
20	10 MJxMJ RSGV,W/ Box, Riser, Collar	EA	$5,000.00	4	$20,000.00	4	$20,000.00		$0.00	$0.00	4	$20,000.00	100.00%	0.00	$1,000.00
21	10" HDPE DR 11 Directional Drill	EA	$300.00	30	$9,000.00	30	$9,000.00		$0.00	$0.00	30	$9,000.00	100.00%	0.00	$450.00
22	Watermain DIP Fittings	TN	$30,000.00	0.17	$5,100.00	0.153	$4,590.00	0.017	$510.00	$0.00	0.17	$5,100.00	100.00%	0.00	$255.00
23	Fire Hydrant Assembly	EA	$8,000.00	6	$48,000.00	6	$48,000.00		$0.00	$0.00	6	$48,000.00	100.00%	0.00	$2,400.00
24	Temporary PVC Sample Point Fire Hydrant	EA	$1,000.00	2	$2,000.00		$0.00	2	$2,000.00	$0.00	2	$2,000.00	100.00%	0.00	$100.00
25	Connect To Existing Watermain	LS	$3,000.00	1	$3,000.00		$0.00	1	$3,000.00	$0.00	1	$3,000.00	100.00%	0.00	$150.00
26	Single Short Service	EA	$2,000.00	2	$4,000.00	2	$4,000.00		$0.00	$0.00	2	$4,000.00	100.00%	0.00	$200.00
27	Single Long Service	EA	$2,500.00	3	$7,500.00	3	$7,500.00		$0.00	$0.00	3	$7,500.00	100.00%	0.00	$375.00
28	Double Short Service	EA	$3,000.00	4	$12,000.00	4	$12,000.00		$0.00	$0.00	4	$12,000.00	100.00%	0.00	$600.00
29	Double Long Service	EA	$4,000.00	1	$4,000.00	1	$4,000.00		$0.00	$0.00	1	$4,000.00	100.00%	0.00	$200.00
30	12" Compacted Subgrade	SY	$40.00	27	$1,080.00	27	$1,080.00		$0.00	$0.00	27	$1,080.00	100.00%	0.00	$54.00
31	6" Compacted Shellrock	SY	$60.00	26	$1,560.00	26	$1,560.00		$0.00	$0.00	26	$1,560.00	100.00%	0.00	$78.00
32	8" Compacted Shellrock	SY	$80.00	25	$2,000.00	25	$2,000.00		$0.00	$0.00	25	$2,000.00	100.00%	0.00	$100.00
33	1.5" SP-9.5 Asphalt W/ Prime & Tack Coat	SY	$80.00	25	$2,000.00		$0.00		$0.00	$0.00		$0.00	0.00%	$2,000.00	$0.00
34	Concrete Driveway Restoration	EA	$5,000.00	1	$5,000.00		$0.00		$0.00	$0.00		$0.00	0.00%	$5,000.00	$0.00
35	Asphalt Driveway Restoration	EA	$5,000.00	1	$5,000.00		$0.00		$0.00	$0.00		$0.00	0.00%	$5,000.00	$0.00
36	Dirt/Rock Driveway Restoraton	EA	$1,300.00	6	$7,800.00	6	$7,800.00		$0.00	$0.00		$7,800.00	100.00%	0.00	$390.00
37	Hydro Seed	SY	$2.50	2500	$6,250.00	1300	$3,250.00	1200	$3,000.00	$0.00	2500	$6,250.00	100.00%	0.00	$312.50
38	Contingency	LS	$0.00	1	$0.00		$0.00		$0.00	$0.00		$0.00	0.00%	0.00	$0.00
	Totals:				**$656,540.00**		**$565,612.00**		**$78,928.00**	**$0.00**		**$644,540.00**	98.17%	**$12,000.00**	**$32,227.00**
	CHANGE ORDERS:														
1	Water Service 1.5" to 2" Lines and Fittings	LS	$2,682.98	1	$2,682.98	1	$2,682.98		$0.00	$0.00	1	$2,682.98	100.00%	0.00	$134.15
2	Furnish and Install Sod	SY	$5.00	1000	$5,000.00	380	$1,900.00	620	$3,100.00	$0.00	1000	$5,000.00	100.00%	0.00	$250.00
3	Relocate Fire Hydrant	LS	$1,500.00	1	$1,500.00	1	$1,500.00		$0.00	$0.00	1	$1,500.00	100.00%	0.00	$75.00
4	2" Flush Assembly and 5 Sewer Valve ID Tags	LS	$1,700.00	1	$1,700.00	0	$0.00	1	$1,700.00	$0.00	1	$1,700.00	100.00%	0.00	$85.00
5	Raise All Project Bollards	LS	$3,400.00	1	$3,400.00	0	$0.00	1	$3,400.00	$0.00	1	$3,400.00	100.00%	0.00	$170.00
	Total Change Orders:				**$14,282.98**		**$6,082.98**		**$8,200.00**	**$0.00**		**$14,282.98**	100.00%	0.00	**$714.15**

SECTION 00931

CHANGE ORDER

DATE OF ISSUANCE: - 12/18/2024 No. 2

PROJECT: **TORREY PRESERVE EXTENSION WASTEWATER & POTABLE WATER IMPROVEMENTS**
CAS PROJECT No. 08-23-064

OWNER: **HARDEE COUNTY**
205 HANCHEY ROAD
WAUCHULA, FLORIDA 33873

CONTRACTOR: Go Underground Utilities, LLC

ENGINEER: CRAIG A. SMITH & ASSOCIATES

CONTRACT FOR: Construction of Torrey Preserve Extension Wastewater and Potable Water Improvements

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS.

DESCRIPTION:

1. Change Order Item #4: Valve ID Tags and a Flush Assembly: This item is lump sum at $1700 for all items; Total Change for this Item: $1,700.00.

2. Change Order Item #5: Raise all Project Bollards. This item is lump sum at $3,400.00 to raise all Bollards on the project at six fire Hydrants and various location in the project. Total Change for this Item: $3,400.00

Summary of Change Additions and Deductions for Change Order 2:

- Pay Application # 3 Remainder Contingency: $18,697.02
- Final Change Order Additions: $5,100.00
- Non-Preformed Work Items 33, 34, 35: $12,000.00
- Remainder Contingency: $13597.02
- Final Change Order Deduction: (- $25,597.02)
- Beginning Project Contingency: $50,000.00
- Remaining Project Contingency: $0.00

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $684,420.00	Original Contract Time 150 Days
Previous Change Orders $0.00	Net change from previous Change Orders $0.00
Contract Price prior to this Change Order $684,420.00	Contract Time prior to this Change Order 150 Days
Net increase/decrease of this Change Order (- $25,597.02)	Net Increase/decrease of this Change Order 0 Days
Contract Price with all approved Change Orders $ 658,822.98	Contract Time with all approved Change Orders 150 Days

RECOMMENDED :

By _____
CRAIG A. SMITH & ASSOCIATES

ACCEPTED :

By _____
CONTRACTOR

APPROVED :

By _____
OWNER

END OF SECTION

AGENDA ITEM NO. 11.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Lindsey Barwick, Clerk of Courts
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager** - Fixed Asset Transfers and Disposals
SUGGESTED ACTION:	- Motion to approve the fixed asset transfers and disposals as presented.

ATTACHMENTS:

bbMemo Asset Trsf 011625.pdf
240-b transfer form.pdf
758472704.jpg
14-5-1 transfer form.pdf
IMG_0482.jpeg
IMG_0483.jpeg

Hardee County FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Fixed Assets Disposition Form

Date: January 13, 2025

The first form is transferring a 2009 Aluminum Cargo Trailer from the Hardee County Florida Department of Health to our Public Works department. This is the bike trailer used at the bike rodeo.

The second form is disposing of a typewriter that was in one of the Clerk's offices.

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. 245. 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	240-B	2009 Aluminum Cargo Trailer	Good
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: Florida Department of Health in Hardee _____ Date 12 /02 /2024
(Department) (Department Head)

To: Hardee County Public Works Misti Flowers Date 12 /02 /2024
(Department) (Department Head)

Custody Accepted: _____ Date ____/____/20____

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


Obey the Rules of the Road
STOP
Walk Left
Bike Right
LOOK
LEFT
LOOK
RIGHT
LOOK
LEFT
292B

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER
417 WEST MAIN STREET, SUITE 202
WAUCHULA, FL 33873
PHONE : (863) 773-4174 WEBSITE
: WWW.HARDEECLERK.COM

FIXED ASSETS PROPERTY CONTROL
TRANSFER/DISPOSITION OF EQUIPMENT

Send to: Lindsey Barwick, Fixed Assets/Property Control c/o Clerk of Courts
Email: lbarwick@hardeeclerk.com, Phone: 863 773-4174 ext. 7228 Fax: 863 773-4422

Attn: Lindsey Barwick **Subject:** Transfer/Disposition of Fixed Assets/Equipment.

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

	PRC #	Description	Condition **
1	14-5-1	Canon AP810-III	Poor
2			
3			
4			
6			
7			
8			
10			
11			
12			
13			
14			
15			
16			

Transfer ✓ Surplus ___ Parts ___ Lost/Stolen ___ Disposal to Landfill ___ Auction ___

Other _____

From: Judy Horton jud 10 Date 1 / 6 /20 25
(Department) (Department Head)

To: Hardee County IT Kyle Date 1 / 6 /20 25
(Department) (Department Head)

Custody Accepted: Kyle Date 1 / 6 /20 25

** Please choose one of the choices below for the condition of the property:
Excellent = Perfect condition **Good** = Slightly used in good condition **Fair** = Old but still usable **Poor** = Old, not usable


PROPERTY OF
HARDEE COUNTY
14-5-1

AGENDA ITEM NO. 11.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager -** Operating Amendments
SUGGESTED ACTION:	- Motion to approve the operating amendments as presented.

ATTACHMENTS:
aaMemo Amendment Oper 011625.pdf
Operating Amendments 011625.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: January 8, 2025

The amendment regarding operating lines is for the Indigent Health Care Fund. We are moving cash forward into the 25 budget to cover one additional invoice. Once this invoice is paid, there will not be any other funds available from the Indigent Health Care fund.

OPERATING BUDGET AMENDMENTS
2024-2025

January 16, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
113-399-000-1	Indigent HC - Cash Forward	$ -	$ -	$34.00		$34.00	Cash Forward to cover FY25 Expense.
113-562-049-0	Indigent HC - Other Current Charges	$ -	$ -	$34.00		$34.00	

AGENDA ITEM NO. 11.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager -** Captial Amendments
SUGGESTED ACTION:	- Motion to approve the capital amendments as presented.

ATTACHMENTS:
aamemo amendments cap 011625b.pdf
Capital Amendments 011625.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 4

NOEY FLORES
VICE-CHAIR, DISTRICT 2

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COUNTY ATTORNEY

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Wauchula, FL 33873

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To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: January 8, 2025

There are several capital amendments to review.

The first amendment is to increase cash forward into the FY24-25 budget by approximately $1.816 million. The Sheriff returned $1.162 million in excess fees, and we have $654 thousand cash forward that has not been included in the FY24-25 budget.

We are increasing purchasing professional services by $38,000 to cover a new vendor software application. The new software will allow new vendors to fill out the application on-line, as well as allow the existing vendors to update information.

We are increasing the Detention Facility Equipment line by $120,000 to cover the cost of a new generator at the jail. The current generator has reached the end of its useful life.

We are increasing Resthaven utilities by $12,600. Nothing was budgeted for this in the FY24-25 budget.

We are increasing other various lines to cover open purchase orders that were not paid in FY23-24 and are moving forward into FY24-25. See attachment for further details.

We are transferring funds to fine and forfeiture to cover open PO#529904 in the amount of $16,453.

We are increasing the total general revenue fund balance to a little over $2.7 million dollars after this amendment.

The next amendment is regarding the fine and forfeiture account to cover open PO#529904 remaining from FY23-24.

The next amendment is decreasing the EDA Roadway Pavement Management Grant and the corresponding expense line. More expenses were posted in FY23-24 than we anticipated. We are reducing the funds available in FY24-25 budget to reflect this.

The next amendment is increasing the EDA Public Works Admin Building Grant and the corresponding expense line. We did not complete as much work as we anticipated in FY23-24. We are moving the available funds forward into FY24-25.

The next amendment is increasing the EDA Pioneer Park Lift Station Grant and the corresponding expense line. We did not complete as much work as we anticipated in FY23-24. We are moving the available funds forward into FY24-25.

PURCHASE ORDERS TO ROLL FORWARD

PO#	Vendor	Roll forward	GL#	Description
529891	Civil Serv Design	1,160.25	001-519-431-0	Exp 10/08/24
529188	American Sanctua	5,000.00	001-519-431-0	HL Board Walk
530416	Orkin	33,396.00	001-519-434-0	Tenting of Civic Center and Extension office
530267	Guthman Signs	24,178.80	001-519-463-0	Message Board Sup of Elections
530496	Mid Florida	9,325.60	001-523-046-0	Rental of generator for jail
530384	Ties that Bind	1,200.00	001-513-355-0	Management training
529904	Mark Palmer	16,452.50	103-712-064-0	Replace old QMD SAFL

CAPITAL BUDGET AMENDMENTS
2024-2025

January 16, 2025

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

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

AGENDA ITEM NO. 11.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, Public Works
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christoper Simpron, Assistant County Manager -** Resolution 2025-31 - MLK Jr Blvd Resurfacing Project (FPID# 448743-1) - from Bay Street to Sally Place
SUGGESTED ACTION:	- Motion to approve the submission and acceptance of Florida Department of Transportation State Funded Grant Agreement for the resurfacing of Martin Luther King Jr Blvd from Bay Street to Sally Place in the amount of $2,637,946, authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof and to expend funds as provided for in the grant application and agreement.

ATTACHMENTS:

Agenda Memo_DSFGA_MLK_SCRAP.docx
Resolution 2025-31_FPN 448743-1-54-01_02_MLK.doc.docx
448743-1 Draft State Funded Grant Agreement - approved.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#448743-1-54-01/02 State-Funded Grant Agreement for the MLK Jr. Ave Resurfacing (from Bay St. to Sally Place)

Date: January 16, 2025

The Florida Department of Transportation (FDOT) has recently funded the Resurfacing of the MLK Jr. Avenue (from Bay St. to Sally Place) in the updated amount of $2,637,946.00 this FY 2025 through the Small County Road Assistance Program (SCRAP).

The previous SCRAP funding for this project is $1,018,799 with the original project limits from Bay St. to Baker Ave (1.60 miles). The updated amount of $2,637,946 with the reduced limits from Bay St. to Sally Place (1.06 miles) was the result of the SCRAP/SCOP balancing initiative undertaken by FDOT to ensure the Department implements the near-term SCRAP/SCOP funded projects that align with the local agencies priorities since there are no available budget within the near term. The adjustment and reduction of the MLK project limits were determined based on the PCI score developed as part of the Pavement Management Program (PMP) for this roadway segment. After having multiple meetings with FDOT, we concluded to move some projects further out (with higher PCI rating) to fund the near-term projects (with lower PCI rating).

Since the budget difference of $1,619,147.00 is not currently funded in FY 2025, a budget amendment will be completed after the State Funded Grant Agreement is executed for this SCRAP/SCOP reimbursement project.

RESOLUTION 2025-31

HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF MARTIN LUTHER KING (MLK) JR. AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, political subdivision of the State of Florida, has the authority to enter into agreements; and

WHEREAS, Hardee County meets the requirements under the Small County Road Assistance Program (SCRAP) pursuant to Section 339.2816, Florida Statutes; and Small County Outreach Program (SCOP) pursuant to Section 339.2818; and

WHEREAS, MLK Jr. Avenue is located north of Baker St. and south of Bay St.; and

WHEREAS, the MLK Jr. Avenue resurfacing project (from Bay St. to Sally Place) identified under Florida Department of Transportation's (FDOT) Financial Project Number 448743-1-54-01/02 will be funded in the updated amount of $2,637,946.00 under the Small County Road Assistance Program (SCRAP) pursuant to Florida Statute Section 339.2816; and Small County Outreach Program (SCOP) pursuant to Florida Statute Section 339.2818; and

WHEREAS, the MLK Jr. Avenue resurfacing project will benefit County residents;

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

1. The Florida Department of Transportation (FDOT) State-Funded Grant Agreement, related to the MLK Jr. Avenue resurfacing project, is accepted and approved; and

2. The Chairman of the Board of County Commissioners is authorized to sign all related documents.

Adopted by the Hardee County Board of County Commissioners on this 16th day of January 2025.

BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY, FLORIDA

_____

Russell Melendy, Chair

ATTEST:

_____

Victoria L. Rogers,

Ex-Officio Clerk To The Board Of County Commissioners

APPROVED AS TO FORM:

_____

Sarah Johnston, County Attorney

Docusign Envelope ID: EC40B158-8EE0-4EB6-A51E-B55414245333

STATE-FUNDED GRANT AGREEMENT

FPN: 448743-1-54-01/02	Fund: SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:	Contract No:	Vendor No:

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

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

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

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

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

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

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

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

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

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

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

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

6. **Project Cost:**

   a. The estimated cost of the Project is $2,637,946.00 (Two Million Six Hundred Thirty-Seven Thousand Nine Hundred Forty-Six Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,637,946.00 (Two Million Six Hundred Thirty-Seven Thousand Nine Hundred Forty-Six Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

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

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

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

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

7. Compensation and Payment:

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

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

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

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

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

f. Travel expenses are not compensable under this Agreement.

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

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

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

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

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

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

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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

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

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

8. General Requirements:

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

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

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

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

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

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

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

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

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

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

And

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

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

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

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

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

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

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

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

14. Indemnification and Insurance:

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

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

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

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

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

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

15. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

16. Exhibits.

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

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

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

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

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

f. Exhibit and Attachment List

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

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

The remainder of this page intentionally left blank.

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

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole Mills

Title: Director of Transportation Development

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448743-1-54-01/02

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

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.1 Miles

PROJECT DESCRIPTION: MLK Jr Ave From Bay St to Sally Place

The purpose of this exhibit is to describe the scope of work and the responsibilites of Hardee County in connection with the design, construction, and construction engineering inspection for the resurfacing and reconstruction of MLK Jr Ave From Bay St to Sally Place.

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

1. Milling and Resurfacing or Overolaying of the existing travel lanes according to signed and sealed plans.
2. Construct or Reconstruct, as appropriate, paved shouolders, sidewalks,sideroads, and driveway turnouts
3. Maintain and/or upgrade the drainage of the project when appropriate.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Construct/Reconstruct sidewalks to meet ADA requirements
6. Obtain a minimum pavement design, for reconstruction.
7. Obtain a minimum pavement design, for resurfacing, include minimum milling depth.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
9. Provide Signing and Pavement Markings according to MUTCD standards.
10. Maintain existing traffic during the entire construction period.
11 Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
12.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
14. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall proffesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
15 Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
16. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
17. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115,

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Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

a) Design to be completed by 06/01/2027
b) Construction to be let by 12/01/2027
c) Construction to be complete by 12/31/2030

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

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	448743-1-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (SCRA)	$451,314.00	$	$451,314.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (GRSC)	$2,186,632.00	$	$2,186,632.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,637,946.00 100.00%	$ 0.00 %	$2,637,946.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,637,946.00	$ 0.00	$2,637,946.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
01/02/2025 | 11:20 AM EST

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION:the design, construction, and construction engineering inspection services of MLK Jr Ave from Bay St to Sally Place

FPID#: 448743-1-54-01/02

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

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

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

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

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

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

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

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

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

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

***Award Amount:** $2,637,946.00

*The state award amount may change with supplemental agreements

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

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

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

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

AGENDA ITEM NO. 11.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Terry Atchley, County Manager** - Local State of Emergency Discussion
SUGGESTED ACTION:	

AGENDA ITEM NO. 12.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**APPOINTMENTS**
SUBJECT:	**Terry Atchley, County Manager** - Health Council of West Central Florida, Inc. Board of Directors Appointment
SUGGESTED ACTION:	

ATTACHMENTS:
Board Appointment.pdf
Memo.docx

Outlook

Request for Board Appointment for Health Council of West Central Florida

From Teresa Kelly <tkelly@hcwcfl.org>
Date Tue 12/3/2024 9:23 AM
To Brandy Crawford <brandy.crawford@hardeecountyfl.gov>

The Hardee County Board of County Commissioners is an appointing authority for members of the Board of Directors for the Health Council of West Central Florida, which is one of 11 local health planning councils established by Section 408.033, F.S. in 1983.

The Health Council of West Central Florida serves Hardee, Highlands, Hillsborough, Manatee and Polk counties and is a private non-profit agency. This Council works in collaboration with community-based organizations to identify, address, and resolve health care issues of local concern. The Council collects and analyzes health care data, prepares special reports and publications, and educates the community about special health issues.

Hardee County holds one seat on the board which is for a Consumer.

Members of the Board are subject to Florida Sunshine law and in-person quorums for meetings are required. Meetings are held every other month at our office in Tampa and usually occur on the 2nd or 3rd Thursday from 3:30 to 5:00 pm. I am requesting that the vacancy be advertised in accordance with your policies and schedule until it is filled. I am happy to provide any additional information you may need or answer any questions you may have.

Thank you for your assistance.

Teresa Kelly, Executive Director

Health Council of West Central Florida, Inc.

(813) 261-5022

550 N Reo Street , Suite 300

Tampa, FL 33609

www.hcwcfl.org

"Fostering Healthy Communities"

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Hardee County FLORIDA

COUNTY MANAGER'S

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
412 West Orange Street
Suite 103
Wauchula, FL 33873

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager
Through: Holly Smith, Administrative Services Manager
From: Brandy Crawford, Executive Assistant
Subject: Local Health Council Appointment
Date: January 10, 2025

Section 408.033, F.S. establishes local health councils as public or private nonprofits that serve the counties of a district. The members are appointed by the County Commissions with jurisdiction and the council membership shall be 1.5 times the number of counties or 12 members, whichever is greater. In addition to requirements about membership make up based on number of counties in a district the statute provides the following:

- Each county is entitled to at least 1 member;
- Appointees shall be representatives of health care providers, health care purchasers, nongovernmental health care consumers, and elected government officials;
- Members from the consumer group shall include a representative number over 60yrs old;
- Health council shall provide county commission a schedule for appointing council members; and
- Members serve for 2 years and may be eligible for re-appointment.

In addition to the information about council membership, I have included the statutory language referencing the role of the health council:

Local Health Council may:

1. Develop a district area health plan that permits each local health council to develop strategies and set priorities for implementation based on its unique local health needs.
2. Advise the agency on health care issues and resource allocations.
3. Promote public awareness of community health needs, emphasizing health promotion and cost-effective health service selection.
4. Collect data and conduct analyses and studies related to health care needs of the district, including the needs of medically indigent persons, and assist the agency and other state agencies in carrying out data collection activities that relate to the functions in this subsection.

5. Monitor the onsite construction progress, if any, of certificate-of-need approved projects and report council findings to the agency on forms provided by the agency.
6. Advise and assist any regional planning councils within each district that have elected to address health issues in their strategic regional policy plans with the development of the health element of the plans to address the health goals and policies in the State Comprehensive Plan.
7. Advise and assist local governments within each district on the development of an optional health plan element of the comprehensive plan provided in chapter 163, to assure compatibility with the health goals and policies in the State Comprehensive Plan and district health plan. To facilitate the implementation of this section, the local health council shall annually provide the local governments in its service area, upon request, with:
    a. A copy and appropriate updates of the district health plan;
    b. A report of nursing home utilization statistics for facilities within the local government jurisdiction; and
    c. Applicable agency rules and calculated need methodologies for health facilities and services regulated under s. 408.034 for the district served by the local health council.
8. Monitor and evaluate the adequacy, appropriateness, and effectiveness, within the district, of local, state, federal, and private funds distributed to meet the needs of the medically indigent and other underserved population groups.
9. In conjunction with the Department of Health, plan for services at the local level for persons infected with the human immunodeficiency virus.
10. Provide technical assistance to encourage and support activities by providers, purchasers, consumers, and local, regional, and state agencies in meeting the health care goals, objectives, and policies adopted by the local health council.
11. Provide the agency with data required by rule for the review of certificate-of-need applications and the projection of need for health facilities in the district.

AGENDA ITEM NO. 14.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	January 16, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	County Attorney
AGENDA SECTION:	**COUNTY ATTORNEY**
SUBJECT:	**Sarah Johnston, County Attorney -** January 2025 County Attorney Report
SUGGESTED ACTION:	

Docusign Envelope ID: EC40B158-8EE0-4EB6-A51E-B55414245333

STATE-FUNDED GRANT AGREEMENT

FPN: 448743-1-54-01/02	Fund: SCRA	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:	Contract No:	Vendor No:

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

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

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

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

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

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2030. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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

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

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

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

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

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

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

6. **Project Cost:**

   a. The estimated cost of the Project is $2,637,946.00 (Two Million Six Hundred Thirty-Seven Thousand Nine Hundred Forty-Six Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,637,946.00 (Two Million Six Hundred Thirty-Seven Thousand Nine Hundred Forty-Six Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

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

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

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

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

7. Compensation and Payment:

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

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

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

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

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

f. Travel expenses are not compensable under this Agreement.

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

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

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

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

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

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

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

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

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

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

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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

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

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

8. General Requirements:

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

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

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

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

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

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

9. Contracts of the Recipient

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☒ shall

☐ shall not

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

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

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

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

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

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

And

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

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

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

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

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

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

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

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

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

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

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

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

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

14. Indemnification and Insurance:

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

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

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

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or

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employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

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

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

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

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

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

15. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

16. Exhibits.

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

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

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

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

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

f. Exhibit and Attachment List

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

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

The remainder of this page intentionally left blank.

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

RECIPIENT HARDEE COUNTY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Nicole Mills

Title: Director of Transportation Development

Legal Review:

By: _____ DS

Name: _____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 448743-1-54-01/02

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

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.1 Miles

PROJECT DESCRIPTION: MLK Jr Ave From Bay St to Sally Place

The purpose of this exhibit is to describe the scope of work and the responsibilites of Hardee County in connection with the design, construction, and construction engineering inspection for the resurfacing and reconstruction of MLK Jr Ave From Bay St to Sally Place.

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

1. Milling and Resurfacing or Overolaying of the existing travel lanes according to signed and sealed plans.
2. Construct or Reconstruct, as appropriate, paved shouolders, sidewalks,sideroads, and driveway turnouts
3. Maintain and/or upgrade the drainage of the project when appropriate.
4. Maintain and/or upgrade the safety of the project by protecting roadside hazards when appropriate.
5. Construct/Reconstruct sidewalks to meet ADA requirements
6. Obtain a minimum pavement design, for reconstruction.
7. Obtain a minimum pavement design, for resurfacing, include minimum milling depth.
8. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
9. Provide Signing and Pavement Markings according to MUTCD standards.
10. Maintain existing traffic during the entire construction period.
11 Provide, upon completion of construction, Final As-Built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida.
12.Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.
13. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering to document construction as per specifications.
14. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall proffesionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
15 Assure all surveying and mapping products and services comply with pertinent Florida Statues and the Florida Administrative Code.
16. Identifying and obtaining any geotechinical investigation, analysis, and desgin dictated by the project needs.
17. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115,

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Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees

SPECIAL CONSIDERATIONS BY RECIPIENT:

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

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

a) Design to be completed by 06/01/2027
b) Construction to be let by 12/01/2027
c) Construction to be complete by 12/31/2030

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

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

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	448743-1-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2025**	Maximum Department Participation (SCRA)	$451,314.00	$	$451,314.00	☐ In-Kind ☐ Cash
FY: **2025**	Maximum Department Participation (GRSC)	$2,186,632.00	$	$2,186,632.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$2,637,946.00 100.00%	$ 0.00 %	$2,637,946.00 100.00%	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$2,637,946.00	$ 0.00	$2,637,946.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
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01/02/2025 | 11:20 AM EST

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

NOTICE OF COMPLETION

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

PROJECT DESCRIPTION:the design, construction, and construction engineering inspection services of MLK Jr Ave from Bay St to Sally Place

FPID#: 448743-1-54-01/02

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

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

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

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

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

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EXHIBIT F

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

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

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

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

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

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

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

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

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

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

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

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

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

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

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

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

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

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

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

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

***Award Amount:** $2,637,946.00

*The state award amount may change with supplemental agreements

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

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

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

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