AGENDA

Hardee County Board of County Commissioners

WORKSHOP SESSION

July 14, 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. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

4. BUSINESS AGENDA

A. **Krystin Chapman, The Development Group -** Monthly Update

B. **Doug Baber, Assistant County Manager -** Contract Extension Discussion with Hardee Disposal, Inc.

C. **Casey Dasher, Public Safety Director** - Fire Station 1 Presentation

D. **Casey Dasher, Public Safety Director -** Resolution 2025-58 - Renewal of a Certificate of Public Convenience and Necessity (COPCN) for Aloha Medical Services, Inc.

E. **Casey Dasher, Public Safety Director -** Resolution 2025-59 - Renewal of a Certificate of Public Convenience and Necessity (COPCN) for Elite Medical Response, LLC.

F. **Lane Schneider, Emergency Management Director** - Emergency Management Preparedness and Assistance Grant

G. **Todd Miller, Community Development Director -** Goose Pond Minor Estates Subdivision

H. **Todd Miller, Community Development Director -** Mon Ramon Subdivision

I. **Todd Miller, Community Development Director -** Resolution 2025-51 - Thompson Estates Platted Subdivision

J. **Colton English, Interim Procurement Manager -** Benefits of Utilizing the Equalis Group for Purchasing

K. **Bobby Keene, Capital Projects Manager -** Construction Contract with Garland/DBS, Inc. for Pool Pavillion Building Renovations

L. **Christopher Simpron, Assistant County Manager -** 2026 Work Squad Contracts

M. **Lorie Ayers, General Services Director -** HMGP REA Road Traffic Light Application

N. **Lorie Ayers, General Services Director -** HMGP Grant for West Main Street Traffic Light

O. **Lorie Ayers, General Services Director -** Household Hazardous Waste Co-Op Grant with Glades County

P. **Lorie Ayers, General Services Director -** State Housing Initiatives Partnership Program (SHIP)

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

6. COMMISSIONER COMMENTS

7. ADJOURNMENT

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Krystin Chapman, The Development Group -** Monthly Update
SUGGESTED ACTION:	

AGENDA ITEM NO. 4.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Solid Waste Department (Landfill)
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Doug Baber, Assistant County Manager -** Contract Extension Discussion with Hardee Disposal, Inc.
SUGGESTED ACTION:	

ATTACHMENTS:
Hardee Disposal Presentation.pptx

Hardee County
FLORIDA

BOCC Workshop

JULY 14, 2025

Solid Waste Comparative Summary

INCLUDES:

POPULATION, RATES & PICKUP FREQUENCY

Comparison

City or County	Population	Annual Rate	Monthly Equivalent	Pickup Frequency	Additional Details
Hardee County	25,760	$149.50	$12.46	2 Per Week	No recycle
Highlands County	106,109	$229.47	$19.12	1 Per Week	
DeSoto County	37,082	$268.39	$22.36	2 Per Week	
Manatee County	458,352	$283.80	$23.65	2 Per Week	Plus recycle & yard waste pickup
Polk County	818,330	$338.00	$28.17	1 Per Week	No recycle
City of Wauchula	4,943	$447.48	$37.29	1 Per Week	Does not include monthly disposal fee of $13.50 If included the annual cost would be $609.48 or $50.79 monthly
City of Bowling Green	2,449	$393.00	$32.75	1 Per Week	
Hillsborough County	1,560,449	$477.00	$39.75	1 Per Week	

Conclusion

- Based upon staff analysis, we believe it is in the best interest for the citizens of Hardee County to extend our contract with Hardee Disposal, Inc.

Hardee County FLORIDA

AGENDA ITEM NO. 4.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Casey Dasher, Public Safety/Fire/Rescue
ITEM TYPE:	Action Item
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Casey Dasher, Public Safety Director** - Fire Station 1 Presentation
SUGGESTED ACTION:	

ATTACHMENTS:
25-07-14_Hardee County FS #1_County Commission Presentation

HARDEE COUNTY

FIRE STATION #1

SUBMITTED
07.14.2025



PREPARED FOR

Hardee County
FLORIDA

HARDEE
FIRE
RESCUE
EST. 1987
COUNTY

THE
LUNZ
GROUP
Architecture | Interior Design
LIC: AR94778

Kimley»Horn

PHASE 1

CONSTRUCTION OF NEW STATION

- EXISTING STATION REMAINS OPERATIONAL DURING CONSTRUCTION
- APPARATUS WILL BACK IN UPON RETURN TO STATION
- SITE WILL BE DIVIDED BY CONSTRUCTION FENCING



PHASE 1 **SITE DIAGRAM**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

THE LUNZ GROUP

Kimley»Horn

PHASE 2

DEMOLITION OF EXISTING STATION

— ONCE NEW STATION IS FULLY OPERATIONAL, DEMOLITION WILL COMMENCE ON EXISTING STATION.



PHASE 2 **SITE DIAGRAM**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

PHASE 3

CONSTRUCTION OF NEW TRAINING TOWER AND CLASSROOM

- NEW OPEN AIR DIRTY CLASSROOM, 31,500 SF.
- NEW TRAINING TOWER WITH 30' WIDE CONCRETE PERIMETER SLAB.



PHASE 3 **SITE DIAGRAM**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

PROGRAM

- APPARATUS BAYS
- TRAINING ROOM
- ADMINISTRATIVE OFFICES
- KITCHEN & DAY ROOM
- BUNKS & PRIVATE SHOWER ROOMS
- PPE ROOM
- DECON CLEANING ROOM
- EQUIPMENT REPAIR ROOMS

RENDERING **AERIAL**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

THE LUNZ GROUP

Kimley»Horn



1

RENDERING **VIEW FROM STREET**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

THE LUNZ GROUP

Kimley»Horn



1

RENDERING **VIEW FROM STREET**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

THE LUNZ GROUP

Kimley»Horn



2

RENDERING **OFFICE ENTRY**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778



3

RENDERING **APPARATUS RETURN & DECON**

HARDEE COUNTY FIRE STATION #1 | COUNTY COMMISSION PRESENTATION | 07.14.25

LIC: AR94778

THE LUNZ GROUP

Kimley»Horn

AGENDA ITEM NO. 4.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Casey Dasher, Public Safety Director -** Resolution 2025-58 - Renewal of a Certificate of Public Convenience and Necessity (COPCN) for Aloha Medical Services, Inc.
SUGGESTED ACTION:	

ATTACHMENTS:
Aloha_COPCN_Renewal_Memo.pdf
Aloha_COPCN_Renewal_2025_Application.pdf
Reso._Aloha_COPCN.docx
Certificate Aloha Medical Services Inc COPCN_Exp. 07-17-2026.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
149 KD Revell Road
Wauchula, FL 33873

PHONE
863-773-4362

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: COPCN renewal for Aloha Medical Services, Inc.

Date: July 7, 2025

Subject: Renewal of Certificate of Public Convenience and Necessity (COPCN) – Aloha Medical Services, Inc.

Aloha Medical Services, Inc. has submitted a request for renewal of its Certificate of Public Convenience and Necessity (COPCN) to continue providing non-emergency interfacility transfer services within Hardee County.

The COPCN is a regulatory instrument issued by Hardee County that authorizes private ambulance providers to operate within the jurisdiction. Specifically, for non-emergency interfacility transfers, the COPCN ensures that private providers function in a manner that does not interfere with or diminish the capacity of Hardee County Fire Rescue to respond to emergency medical incidents.

Renewal of the COPCN confirms that the provider meets established standards for personnel qualifications, vehicle maintenance, and medical equipment readiness. This includes verification that all ambulance drivers hold appropriate licenses, vehicles are properly maintained, and required medical equipment is operational and up to date.

The renewed COPCN shall be valid for a term not to exceed one (1) year, unless the state license issued to Aloha Medical Services, Inc. expires, is suspended, or revoked prior to the end of the term.

Issuance of a COPCN for non-emergency interfacility transfers supports public safety by ensuring private ambulance services operate responsibly and do not compromise the availability of emergency resources.

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS
DIVISION OF EMERGENCY MEDICAL SERVICES

APPLICATION

for

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Type of Application: New _____ Renewal ___X___

Type of Service: Basic Life Support Ambulance (BLS) ___X___

Advanced Life Support Ambulance (ALS) _X_

Name of Service: Aloha Medical Services, Inc

Mailing Address: PO Box 2207

County Hardee State FL Zip Code 33873

Business Phone Number (863) 833-772-5642 Fax (863) 448-4595

Type of Ownership (i.e., Private, City, County, Volunteer, etc.) Private

Date of Formation or Corporation: 11/18/2022

Manager's Name: Craig Daw

The area or areas which the applicant desires to serve: Entire County

Attach the following information:

Attachment 1: Provide names(s) of Owners (s), Officers, Directors and/or Shareholders and address.

Attachment 2: Description of the staffing patterns to assure compliance with staffing requirements set forth in 64J, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics with a copy of certificates and/or licenses.

Attachment 3: Insurance Verification (copy of Policy) – limits of coverage must be shown on policy. Must be current.

Attachment 4: Copies of the last three (3) State Bureau inspections.

Attachment 5: A statement of facts showing the demand or need for the proposed service.

Attachment 6: A proposed schedule of rates, fares, and charges.

Attachment 7: The addresses of the applicant's present and proposed base station location and all sub-stations. If approve, must be able to show proof of residency in Hardee County with the exception of air transport.

Attachment 8:	The year, model, type, Department of Health and Rehabilitative Services permit number, motor vehicle, or FAA license number and mileage of every ambulance, rescue vehicle, aircraft or other type of transporting or responding vehicle used by the applicant.
Attachment 9:	A copy of vehicle permit application.
Attachment 10:	A description of the applicant's communication system, including its assigned frequency, call numbers, mobiles, portables, range, and hospital communications ability.
Attachment 11:	The name of the municipalities and description of the geographical area that the applicant currently authorized to serve in Florida or any area outside of the State of Florida.
Attachment 12:	Compilation Statement showing assets and liabilities prepared by Certified Public Accountant.
Attachment 13:	Proof that the applicant possesses all required Federal or State licenses and permits.
Attachment 14:	Proof that the applicant has employed or contracted with a medical director qualified in the manner required by Section 401.265, Florida Statutes (1983), and obligated to fulfill all requirements of that statue.
Attachment 15:	The condition of the vehicles and equipment provided by the service.
Attachment 16:	The adequacy of the management plan of the applicant upon the request of this service.
Attachment 17:	Verification of drug free workplace.

I, the undersigned representative of the above service, do hereby attest my service meets all of the requirements for operation of an ambulance service in the State as provided by Chapter 401, Part III, Florida Statues, and 64J, Florida Administrative Code. I further acknowledge any discrepancies discovered by inspection will subject this service and its authorized representatives to corrective action. I understand there maybe additional reasonable documentation required. To the best of knowledge, all statements on this application are true and correct.

Signature

COO

Position

Notary Seal

Notary Public State of Florida
Kathy F. Carte
My Commission HH 445739
Expires 9/20/2027

Notary Signature: Kathy F. Carte Date 6/5/2025

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

To whom it may concern,

Attachment 1 of Hardee County COPCN

Owner: James Roesner, CEO, 105 W Summit St Wauchula, FL 33873

X

Craig Daw
COO

PERSONNEL ROSTER

Name of Service Aloha Medical Services Inc Type of Service BLS__X_ ALS__X__OTHER_____ Staffing 24/7 coverage per 64J compliance

PLEASE LIST ALL PERSONNEL, INCLUDING PART-TIME AND VOLUNTEERS

Last Name	First Name	Status	Certificate Type	Certification No.	Expiration Date
Arseneau	Jack	Part Time	Paramedic	PMD547516	12/1/2026
Brown	Abigail	Part Time	Paramedic	PMD544937	12/1/2026
Bunfill	Chelsea	Part Time	Paramedic	PMD536279	12/1/2026
Canero	Marc	Full Time	Paramedic	PMD540880	12/1/2026
Cooke	Trevor	Full Time	EMT	EMT591376	12/1/2026
Cornine	Annemarie	Part Time	Paramedic	PMD536927	12/1/2026
Day	Donovan	Full Time	EMT	EMT578313	12/1/2026
Day	Erin	Part Time	Paramedic	PMD540677	12/1/2026
Delong	Jacob	Full Time	EMT	EMT590687	12/1/2026
Duenas	Jose	Part Time	EMT	EMT566358	12/1/2026
Dunn	Romeo	Part Time	EMT	EMT 553267	12/1/2026
Faccini	Michael	Part Time	Paramedic	PMD 532326	12/1/2026
Fairfield	Mark	Full Time	Paramedic	PMD14388	12/1/2026
Ferguson	Katharine	Full Time	EMT	EMT578658	12/1/2026
Garland	Eric	Full Time	Paramedic	PMD205638	12/1/2026
Gonzalez	Caylyn	Part Time	Paramedic	PMD 538319	12/1/2026
Green	William	Part Time	EMT	EMT 571658	12/1/2026
Gross	Jared	Full Time	Paramedic	PMD535922	12/1/2026
Haffield	Jason	Part Time	Paramedic	PMD 206391	12/1/2026
Harrison	Chelsee	Part Time	EMT	EMT570268	12/1/2026
Jansen	Frans	Full Time	Paramedic	PMD539609	12/1/2026
Johnson	Clayton	Part Time	Paramedic	PMD 546379	12/1/2026
Johnson	Michael	Part Time	Paramedic	PMD534260	12/1/2026
Lizotte	Matthew	Full Time	Paramedic	PMD 537097	12/1/2026
Mangum	DeJung	Full Time	EMT	EMT 566051	12/1/2026
Maranan	Jhezer	Part Time	EMT	EMT587183	12/1/2026
Martin	Bethany	Full Time	EMT	EMT 555991	12/1/2026
Mejia	Ismael	Part Time	EMT	EMT589151	12/1/2026

Merritt	Shelby	Part Time	Paramedic	PMD 542658	12/1/2026
Michelson	Olivia	Part Time	Paramedic	PMD542215	12/1/2026
Moore	Jennifer	Full Time	EMT	EMT588963	12/1/2026
Myers	Justin	Full Time	EMT	EMT 553405	12/1/2026
Pigg	Jacob	Full Time	Paramedic	PMD 8622	12/1/2026
Respress	Bobby	Part Time	Paramedic	PMD 516096	12/1/2026
Reynoso	Noel	Part Time	EMT	EMT558634	12/1/2026
Roberts	Bradley	Part Time	Paramedic	PMD538414	12/1/2026
Sands	Bryan	Part Time	Paramedic	PMD 540324	12/1/2026
Scott	Aaron	Part Time	EMT	EMT587520	12/1/2026
Sinclair	Stephen	Full Time	EMT	EMT574014	12/1/2026
Smith	Jacob	Part Time	EMT	EMT559448	12/1/2026
Snively	Ashley	Full Time	Paramedic	PMD521956	12/1/2026
Taylor	Joshua	Part Time	EMT	EMT539084	12/1/2026
Todd	Seth	Part Time	Paramedic	PMD 536991	12/1/2026
Vansickle	Makayla	Full Time	EMT	EMT 589115	12/1/2026
Vaughan	Jordan	Full Time	EMT	EMT 579958	12/1/2026
Walker	Donald	Part Time	Paramedic	PMD516380	12/1/2026
Watson	Alexis	Part Time	Paramedic	PMD542753	12/1/2026
Whitmire	Chelsea	Part Time	Paramedic	PMD544984	12/1/2026
Wood	Kevin	Full Time	EMT	EMT583587	12/1/2026
Zahn	Joshua	Part Time	Paramedic	PMD 535137	12/1/2026

Department of Health

JACK DORWIN ARSENEAU

License Number: PMD547516

Data As Of 3/6/2025

Profession	Paramedic
License	PMD547516
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/28/2025
Address of Record	****** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ********** *** CONFIDENTIAL ***, ** **********
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

The information on this page is a secure, primary source for license verification provided by the Florida Department of Health, Division of Medical Quality Assurance. This website is maintained by Division staff and is updated immediately upon a change to our licensing and enforcement database.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
NOVEMBER 5, 2024	**PMD 544937**	**326199**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

EXPIRATION DATE: **DECEMBER 1, 2026**

ABIGAIL R BROWN
1213 NW 19TH TERR
CAPE CORAL, FL - 33993

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
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DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO	CONTROL NO
NOVEMBER 5, 2024	PMD 544937	326199

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

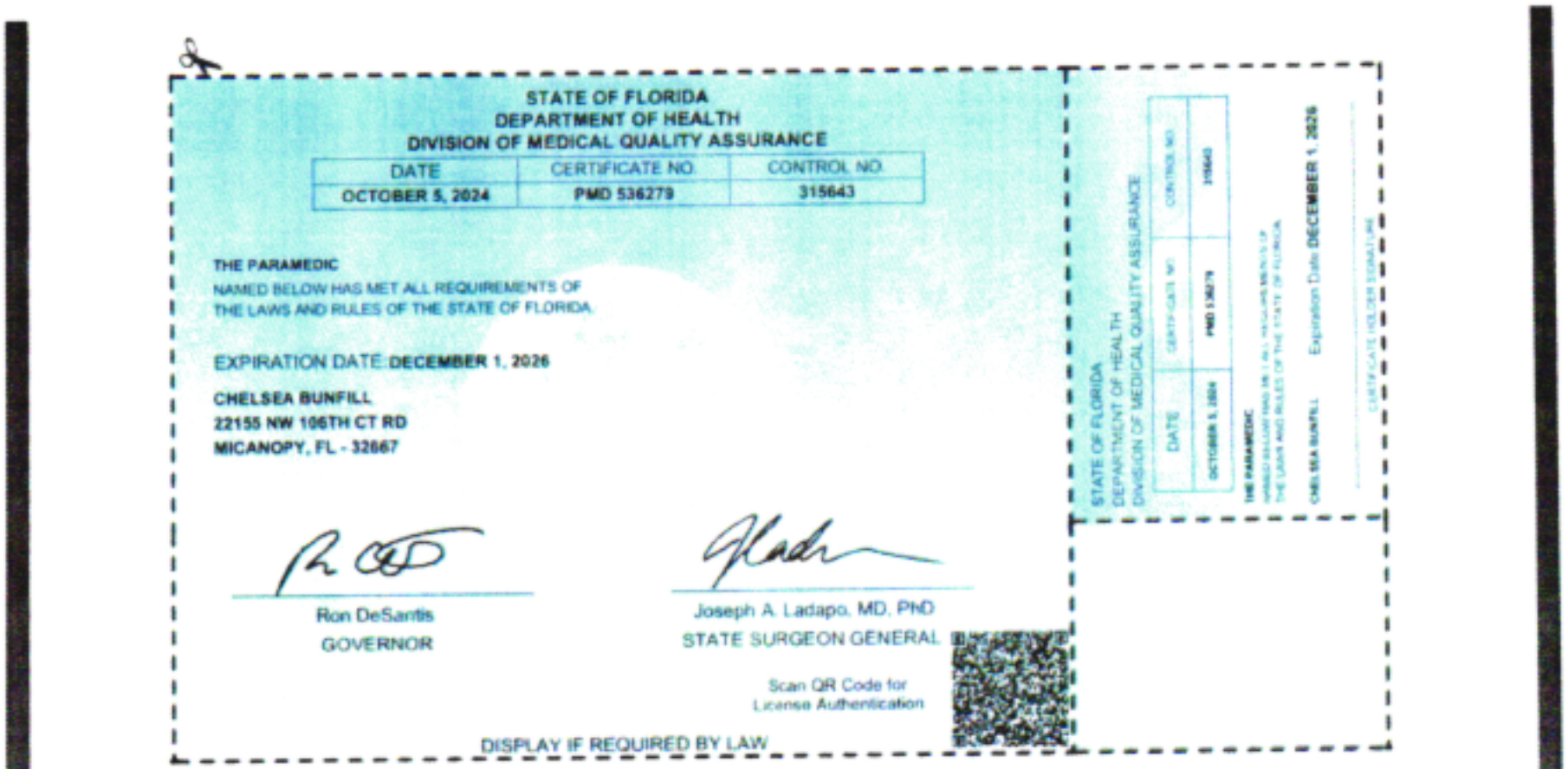
ABIGAIL R BROWN Expiration Date **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

Outlook

Re: Chelsea Bunfill documents

From chelsea vincent <chelc72802@gmail.com>
Date Wed 2/12/2025 2:08 PM
To Jeff Thompson <Jeff.Thompson@alohamedicalservices.com>



STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 5, 2024	PMD 536279	315643

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: DECEMBER 1, 2026

CHELSEA BUNFILL
22155 NW 106TH CT RD
MICANOPY, FL - 32667

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 5, 2024	PMD 536279	315643

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

CHELSEA BUNFILL Expiration Date: DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

Here is my License. I will have the last of the documents to you by this evening.

Your license number is PMD 540880.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

Florida HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
NOVEMBER 5, 2024	**PMD 540880**	**326323**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

MARC ANTHONY CANERO
10324 TAM OSHANTER BLVD
SEBRING, FL - 33875

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO	CONTROL NO
NOVEMBER 5, 2024	PMD 540880	326323

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA

MARC ANTHONY CANERO

Expiration Date DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

Your license number is EMT 591376.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

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Florida HEALTH

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
FEBRUARY 7, 2025	**EMT 591376**	**481331**

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

TREVOR G COOKE
1012 MARBLE AVE.
AVON PARK, FL - 33825

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
FEBRUARY 7, 2025	EMT 591376	481331

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

TREVOR G COOKE Expiration Date **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

Your license number is PMD 536927.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
DECEMBER 3, 2024	PMD 536927	340191

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

ANNEMARIE CORNINE
315 LOON AVE
SEBRING, FL - 33870

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
DECEMBER 3, 2024	PMD 536927	340191

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

ANNEMARIE CORNINE Expiration Date DECEMBER 1, 2026

CERTIFICATE HOLDER SIGNATURE

Department of Health

DONOVAN RYAN DAY

License Number: EMT578313

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT578313
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	04/26/2022
Address of Record	300 Spring Lake Blvd SEBRING, FL 33876
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Discipline Public Records Request

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Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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Department of Health

ERIN MIRANDA DAY

License Number: PMD540677

Data As Of 12/4/2024

Profession	Paramedic
License	PMD540677
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/09/2022
Address of Record	1751 Highway 630 West FROSTPROOF FROSTPROOF, FL 33843
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JACOB DELONG

License Number: EMT590687

Data As Of 6/5/2025

Profession	Emergency Medical Technician
License	EMT590687
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/17/2024
Address of Record	3919 wild violet ave Sebring SEBRING, FL 33870
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JOSE DUENAS

License Number: EMT566358

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT566358
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/31/2019
Address of Record	116 ne 3rd st BELLE GLADE, FL 33430
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

ROMEO LEOVARDIS DUNN SR

License Number: EMT553267

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT553267
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/14/2016
Address of Record	19A 19 EAST ADAMS ST 19A AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

MICHAEL DAVID FACCINI

License Number: PMD532326

Data As Of 12/4/2024

Profession	Paramedic
License	PMD532326
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/16/2017
Address of Record	3107 SE 35th Court OKEECHOBEE, FL 34974
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Tallahassee, FL 32399-3251

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Department of Health

MARK J FAIRFIELD

License Number: PMD14388

Data As Of 12/4/2024

Profession	Paramedic
License	PMD14388
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/15/1994
Address of Record	3201 LAKEWOOD ROAD SEBRING, FL 33875-4600
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Your license number is EMT 578658.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 20, 2024	EMT 578658	439573

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

KATHARINE LYNN FERGUSON
15 LISA ST
SEBRING
SEBRING, FL - 33870

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
SEPTEMBER 20, 2024	EMT 578658	439573

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

KATHARINE LYNN FERGUSON Expiration Date: **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

Your license number is PMD 205638.

Please use it in all correspondence with your board/council. Each licensee is solely responsible for notifying the Department in writing of the licensee's current mailing address and practice location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
NOVEMBER 15, 2024	**PMD 205638**	**331262**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

ERIC S GARLAND
105 W SUMMIT ST
WAUCHULA, FL - 33873

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
NOVEMBER 15, 2024	**PMD 205638**	**331262**

THE PARAMEDIC
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

ERIC S GARLAND Expiration Date **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

Department of Health

CAYLYN MARIE GRIFFIN

License Number: PMD538319

Data As Of 12/4/2024

Profession	Paramedic
License	PMD538319
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/11/2021
Address of Record	17020 sw 68 st SOUTHWEST RANCHES, FL 33331
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Discipline Public Records Request

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Public Records
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Tallahassee, FL 32399-3251

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Department of Health

WILLIAM JAMES GREEN IV

License Number: EMT571658

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT571658
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/09/2020
Address of Record	2000 main street Suite 100 FT MYERS, FL 33901
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JASON R HAFFIELD

License Number: EMT579377

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT579377
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/12/2022
Address of Record	8169 Andover Ct Apt D West Palm Beach WEST PALM BEACH, FL 33406
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

CHELSEE HARRISON

License Number: EMT570268

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT570268
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/22/2020
Address of Record	300 Spring Lake Blvd SEBRING, FL 33876
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

FRANS F JANSEN 3

License Number: PMD539609

Data As Of 12/4/2024

Profession	Paramedic
License	PMD539609
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/24/2021
Address of Record	551 CR 630A FROSTPROOF, FL 33843
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

CLAYTON S JOHNSON

License Number: PMD546379

Data As Of 12/4/2024

Profession	Paramedic
License	PMD546379
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	09/24/2024
Address of Record	1240 Schlosser Rd SEBRING, FL 33875
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

MICHAEL E JOHNSON

License Number: PMD534260

Data As Of 2/24/2025

Profession	Paramedic
License	PMD534260
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/18/2018
Address of Record	1030 South Hilton Circle Labelle LABELLE, FL 33935
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

DEJUNG MANGUM JR

License Number: EMT566051

Data As Of 6/5/2025

Profession	Emergency Medical Technician
License	EMT566051
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/05/2019
Address of Record	3400 Bristol Street SEBRING, FL 33872
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JHEZER OMRI MARANAN

License Number: EMT587183

Data As Of 12/4/2024

Profession	Emergency Medical Technican
License	EMT587183
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/04/2024
Address of Record	1751 N Croton Rd Avon Park AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

BETHANY NICOLE MARTIN

License Number: EMT555991

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT555991
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	03/09/2017
Address of Record	4300 Sparta rd SEBRING, FL 33875
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Discipline Public Records Request

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Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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Department of Health

ISMAEL ORLANDO MEJIA

License Number: EMT589151

Data As Of 12/20/2024

Profession	Emergency Medical Technician
License	EMT589151
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/15/2024
Address of Record	908 S 7th Avenue WAUCHULA, FL 33873
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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location address. If you have not received your renewal notice 90 days prior to the expiration date shown on this license, please visit www.FLHealthSource.gov and click "Renew A License" to renew online.

The Medical Quality Assurance Online Services Portal gives you the ability to manage your license to perform address updates, name changes and much more.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	CERTIFICATE NO.	CONTROL NO.
OCTOBER 29, 2024	**EMT 566051**	**451038**

THE EMERGENCY MEDICAL TECHNICIAN
NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

EXPIRATION DATE: **DECEMBER 1, 2026**

DEJUNG MANGUM, JR
3400 BRISTOL STREET
SEBRING, FL - 33872

Ron DeSantis
GOVERNOR

Joseph A. Ladapo, MD, PhD
STATE SURGEON GENERAL

Scan QR Code for
License Authentication

DISPLAY IF REQUIRED BY LAW

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

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OCTOBER 29, 2024	EMT 566051	451038

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DEJUNG MANGUM, JR Expiration Date **DECEMBER 1, 2026**

CERTIFICATE HOLDER SIGNATURE

Department of Health

OLIVIA HANNAH MICHELSON

License Number: PMD542215

Data As Of 4/9/2025

Profession	Paramedic
License	PMD542215
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/13/2022
Address of Record	2909 Gulf to Bay Blvd APT. L203 CLEARWATER, FL 33759
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JENNIFER LYNN MOORE

License Number: EMT588963

Data As Of 12/20/2024

Profession	Emergency Medical Technician
License	EMT588963
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/25/2024
Address of Record	3729 Howard Avenue Sebring SEBRING, FL 33876
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JUSTIN MICHAEL MYERS

License Number: EMT553405

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT553405
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/28/2016
Address of Record	4300 Sparta Road SEBRING, FL 33875
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JACOB D PIGG

License Number: PMD8622

Data As Of 12/4/2024

Profession	Paramedic
License	PMD8622
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/01/1986
Address of Record	402 South 6th ave Wauchula WAUCHULA, FL 33873
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

BOBBY R RESPRESS

License Number: PMD516096

Data As Of 12/4/2024

Profession	Paramedic
License	PMD516095
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/09/2008
Address of Record	37 Meadow Way FROSTPROOF, FL 33843
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

NOEL REYNOSO SAUCEDO

License Number: EMT558634

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT558634
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	10/27/2017
Address of Record	235 Moon Glow Ave LAKE PLACID, FL 33852
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

BRADLEY ARMOND ROBERTS

License Number: PMD538414

Data As Of 12/4/2024

Profession	Paramedic
License	PMD538414
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/25/2021
Address of Record	207 Adam rd NW LAKE PLACID, FL 33852
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

BRYAN D SANDS

License Number: PMD540324

Data As Of 12/4/2024

Profession	Paramedic
License	PMD540324
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	12/28/2021
Address of Record	3207 forget me not ave. LAKE PLACID, FL 33852
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

AARON LEE SCOTT

License Number: EMT587520

Data As Of 2/24/2025

Profession	Emergency Medical Technician
License	EMT587520
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	04/08/2024
Address of Record	2210 Phillips Road LABELLE, FL 33935
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

STEPHEN SINCLAIR

License Number: EMT574014

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT574014
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/01/2021
Address of Record	4300 Sparta Rd. SEBRING, FL 33875
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JACOB CONNER SMITH

License Number: EMT559448

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT559448
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/19/2018
Address of Record	2136 Hartman Rd AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JACOB CONNER SMITH

License Number: EMT559448

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT559448
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/19/2018
Address of Record	2136 Hartman Rd AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JOSHUA P TAYLOR

License Number: EMT539084

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT539084
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	05/09/2012
Address of Record	2512 Se Anchorage cv D-1 PORT SAINT LUCIE, FL 34952
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

SETH ALEXANDER TODD

License Number: PMD536991

Data As Of 12/4/2024

Profession	Paramedic
License	PMD536991
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	04/22/2020
Address of Record	212 Robin Ave SEBRING, FL 33870
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

MAKAYLA DEANN VANSICKLE

License Number: EMT589115

Data As Of 9/3/2024

Profession	Emergency Medical Technician
License	EMT589115
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/09/2024
Address of Record	1201 Morgan Grice Rd. WAUCHULA, FL 33873
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

JORDAN VAUGHAN

License Number: EMT579958

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT579958
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	08/19/2022
Address of Record	5417 Columbus Blvd SEBRING, FL 33872
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

If a link does not appear for the case number, we do not have a scanned copy of the final order available in our database. To obtain a paper copy, please contact Public Records by clicking the link below:

Discipline Public Records Request

You may also contact Public Records by telephone at (850) 245-4252, option 4 or by written correspondence at:
Division of Medical Quality Assurance
Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

Please include the following:
1. Full name and license number of the practitioner;
2. Name and address where documents are to be sent; and
3. If you require certification of the documents, a $25 fee will be charged, in addition to the duplicating charges. Certification of the requested records will not be done unless specifically requested. An invoice will be sent to you and payment will be expected within thirty days. Upon receipt of payment, material will be sent to you.

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Department of Health

DONALD E WALKER

License Number: PMD516380

Data As Of 12/19/2024

Profession	Paramedic
License	PMD516380
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	01/23/2009
Address of Record	2000 E CLARADGE AVE AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

ALEXIS RANDALL WATSON

License Number: PMD542753

Data As Of 12/16/2024

Profession	Paramedic
License	PMD542753
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	02/08/2023
Address of Record	2564 N Johnson Rd Avon Park AVON PARK, FL 33825
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Department of Health

CHELSEA D WHITMIRE

License Number: EMT549603

Data As Of 12/4/2024

Profession	Emergency Medical Technician
License	EMT549603
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	07/20/2015
Address of Record	3237 Popinjay Ave LAKE PLACID, FL 33852
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Public Records
4052 Bald Cypress Way, Bin C01
Tallahassee, FL 32399-3251

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Department of Health

KEVIN ROSS WOOD

License Number: EMT583587

Data As Of 12/10/2024

Profession	Emergency Medical Technician
License	EMT583587
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	06/19/2023
Address of Record	219 Bridle Path ARCADIA, FL 34266
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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Tallahassee, FL 32399-3251

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Department of Health

JOSHUA D ZAHN

License Number: PMD535137

Data As Of 12/4/2024

Profession	Paramedic
License	PMD535137
License Status	CLEAR/Active
License Expiration Date	12/1/2026
License Original Issue Date	04/10/2019
Address of Record	4623 Duffer Loop SEBRING, FL 33872
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Excel Risk Services
8065 Highway 41 A
Clarksville TN 37032

CONTACT NAME:
PHONE (A/C, No, Ext): 931-272-5224
FAX (A/C, No):
E-MAIL ADDRESS: BWahl-WIS@outlook.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Markel Insurance Company	
INSURER B : Benchamark Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aloha Medical Services, Inc
PO Box 2207
Wauchula FL 33873

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY			MTK80001082-03	06/24/2025	06/24/2026	EACH OCCURRENCE	$ 1000000
	☐ CLAIMS-MADE ✔ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10000
							MED EXP (Any one person)	$ 10000
							PERSONAL & ADV INJURY	$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2000000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2000000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			MTA80001082-03	06/24/2025	06/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	✔ UMBRELLA LIAB ✔ OCCUR			MTU 1028-03	06/24/2025	06/24/2026	EACH OCCURRENCE	$ 4000000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		☐	99WC-00002748-00	08/30/2024	08/30/2025	☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000
A	uninsured motorist-symbol 7			MTA80001082-03	06/24/2025	06/24/2026	see below for limits	1000000 1000 deductible
A	comp / collision			MTA80001082-03	06/24/2025	06/24/2026		
A	Professional Liability			MTK80001082-03	06/24/2025	06/24/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability- 1000000each medical incident; 2000000 aggregate
Abuse/Molestation-300000 per person per occurrence; 300000 aggregate per policy period

CERTIFICATE HOLDER
Hardee County Board of County Commissioners
402 W. Orange St Suite 103
Wauchula, FL 33873

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: ALOHA MEDICAL SERVICES **Unit# M17** **Type: ALS**

Inspection Codes
1 = Item meets inspection criteria
1s = Item corrected during inspection to meet criteria
2 = Items not in compliance with inspection criteria

Rating Categories
1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

ALS EQUIPMENT AND MEDICATIONS

MEDICATIONS	WT/VOL	QTY	
1. Atropine Sulfate	1MG/10ML	4	1
2. Dextrose, 50 percent	25G/50ML	1	1
3. Epinephrine HCL	1, 10 000 1MG/10ML	10	1
4. Epinephrine HCL	1:1000	4	1
5. Ventricular dysrhythmic	AMIO 150/3ML	3	1
6. Benzodiazepine sedative/anticonvulsant	VERSED 20MG	2	
7. Naloxone (Narcan)	2MG/2ML	4	1
8. Nitroglycerin	TABLETS 4MG	1	1
9. Inhalant beta adrenergic agent	ALBUTERAL IPOTROPIUM	5	1
IV SOLUTIONS MINIMUM QTY	**MINIMUM AMOUNTS**		
1. Lactated Ringers or Normal Saline	NSS X1000	4	1
Medical Equipment			
a. Laryngoscope handle with batteries			1
b. Laryngoscope blades, adult, child and infant sizes			1
c. Pediatric IV arm board or splint appropriate for IV stabilization			1
d. Disposable endotracheal tubes; adult, child and infant sizes (Two each within the ranges 2.5mm – 5.0mm shall be uncuffed; range 5. mm – 7.0mm; 7.5mm – 9.0mm)			1
e. Pediatric and adult endotracheal tube stylets			1
f. Pediatric and adult Magill forceps.			1
g. Device for intratracheal meconium suctioning in newborns		INTUBATE	1
h. Tourniquets			1
i. IV cannula between 14 and 24 gauge			1
j. Micro drip sets			1
k. Macro drip sets			1
l. IV pressure infuser			1
m. Needles between 18 and 25 gauge			1

MEDICAL EQUIPMENT (Cont.)		
n. Intraosseous needles 15 or 16 gauge and three way stop-cocks. As allowed by medical director.		1
o. Syringes from 1 ml. To 20 ml		1
p. DC battery powered portable monitor defibrillator capable of delivering energy below 25 watts/sec with adult and pediatric paddles (or pediatric paddle adapters) and EKG printout and spare battery.		1
q. Adult and pediatric monitoring electrodes		1
r. Pacing electrodes, if monitor or defibrillator requires.		1
s. Glucometer approved by the Medical Director		1
t. Approved sharps container per Chapter 64J-E, F.A.C.		1
u. Flexible suction catheters		1
v. Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient		1
w. Pediatric length-based measurement tape for equipment selection and drug dosage		1
Other ALS Requirements		
1. Standing orders – authorized by current medical director within last 24 months		1
2. Controlled substances stored in a locked drug compartment.		1
3. Controlled substance written vehicle log:		1
A. Inventory conducted at beginning and end of shift		1
B. Log consecutively, permanently numbered pages		1
C. Log on each vehicle specifies		1
1. Vehicle unit or number;		1
2. Name of employee conducting inventory;		1
3. Date and time of inventory;		1
4. Name, weight, volume or quantity and expiration date of each controlled substance;		1
5. Run report no. (if administered);		1
6. Each amount administered or disposed;		1
7. Printed name and signature of administering Paramedic or another authorized licensed professional		1
8. Printed name and signature of person witnessing the disposal of each unused portion.		1

Comments:

Compliance Officer:

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service: ALOHA MEDICAL SERVICES Inspection Date: 11/06/2023
County: Hardee Type of Inspection: Initial Inspection
Vehicle Information: Unit# M17 Year/Make: 2012 Ford E450 Permit Type: ALS # 0025244 Permit# BLS 007021
VIN: 1FDXE4FS0CDA55878 Tag #: AMSO3

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Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
LAURA FRY	PMD	540777
ROBERT FRY	EMT	557902

Crew credentials: Section 401.27(1) And 401.281, F.S. 1

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights	1
A. Head lights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Taillights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio tes:	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each	1
11. Doors open properly, close securely	1
12. Rear and side view mirrors.	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps	1
2. Auxiliary stretcher and two straps.	1
3. Two ceiling mounted IV holders.	1
4. Two no-smoking signs	1
5. Overhead grab rail	1
6. Squad bench and three sets of seat belts.	1
7. Interior lights	1
8. Exterior floodlights	1
9. Loading lights	1
10. Heat and air conditioning with fan.	1
11. Word-"Ambulance" – sides, back and mirror image front.	1
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)	
1. Installed suction. (Transport only)	1
Items 14, 18 and 26 in section IV must be tested	N/A
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
1. Bandaging, dressing and taping supplies	1
a. Rolls adhesive, silk or plastic tape	1
b. Sterile gauze pads, any size	1
c. Triangular bandages	1
d. Roller gauze	1
e. ABD (minimum 5x9 inch) pads	1
2. One pair of Bandage Shears	1
3. One set each, patient restraints – wrist and ankle	1
4. One each blood pressure cuffs: infant, pediatric, and adult	1
5. One stethoscope: pediatric and adult	1
6. Blankets	1
7. Sheets. (not required on non-transport vehicles)	1
8. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
9. One disposable blanket or patient rain cover	1
10. One long spine board and three straps or equivalent	1
11. One short spine board and two straps or equivalent	1
12. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
13. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
14. Two portable oxygen tanks. "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
15. Each transparent oxygen masks; adult, child and infant sizes, with tubing.	1
16. Set of pediatric and adult nasal cannula with tubing.	1
17. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
18. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1
19. Assorted sizes of extremity immobilization devices	1
20. One lower extremity traction splint. (Pediatric and Adult)	1
21. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1
22. Burn sheets.	1
23. One flashlight with batteries.	1
24. Occlusive dressings.	1
25. Assorted sizes of oropharyngeal airways. Pediatric and Adult.	1
26. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
27. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members.	1
28. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective.	1
29. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.	1
30. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
31. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C.	1
31a. Pediatric length-based measurement device for equipment selection and drug dosage	
32. One per crewmember, safety goggles or equivalent meeting A.N.S.I.Z87.1 standard.	1
33. Bulb syringe separate from obstetrical kit.	1
34. Thermal absorbent reflective blanket.	1
35. multi-trauma dressings	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.

1. Vehicle and Contents X Satisfactory ☐ Unsatisfactory

Comments: All items were accounted for and in good working condition. Ambulance was clean and organized.

Jennifer McManus

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Aloha Medical Services **Inspection Date:** 11/06/2023

County: Hardee **Type of Inspection:** Scheduled Initial Inspection

License Type: BLS / ALS **Date of Last Inspection:** N/A **License Expiration Date:** 07/31/2025

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Rating Categories:

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3 = Minimal support equipment, medical supplies, records or procedures

I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)			
1. Records storage and security.	1		
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. – heated and air conditioned) location.	1
II. RECORDS (Section 401, F.S., Chapter 64J-1, F.A.C)		5. The area is clean and sanitary.	1
1. Current service license on display. (Chapter 64J-1, F.A.C)	1	B. Observe if the following requirements for controlled substances are being met:	
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.	1
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	1
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:	
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	1	1. Security procedures.	1
4. Personnel Records for each EMT, paramedic (Chapter 6EJ-1, F.A.C.) To Include:		2. Items stored in a climate-controlled location (i.e. – Heated and air conditioned)	1
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	1
B. Record of training.	1	4. Inventory procedures.	1
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:	
D. Documentation of completion of the 1988 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew members (Chapter 64J-1, F.A.C.)	N/A	1. Storage procedures.	1
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A,B,C.		2. The positions that have access to controlled substances.	1
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.	1
B. Not addicted to alcohol or controlled substances.	1	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.	1
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.	1
D. Driving record verification.	1	F. Verify that the following occurs with regard to controlled substances:	
E. Possess valid class "D" or chauffeur license.	1	1. Storage records are maintained on file at the location where he controlled substances are stored.	1
b–963 F. Is trained in safe operation of emergency vehicle – 16 hours E.V.O.C.	1	2. All required inventories and records are maintained at least two years.	1
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	N/A	3. Records are maintained separately from other records.	1
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)	1
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:	
6. Medical Director (Section 64J-1, F.A.C.)		A. Proper handling	1
A. Qualifications: Current ACLS certification or board certification (Chapter 64J-1, F.A.C.)	1	B. Proper storage	1
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)		C. Proper disposal	1
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)	1
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1
a. Prompt review of run reports.	1	If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)	
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.	N/A
3. Documentation of implementation of #2 above.	1	B. Rotary Wing air ambulances shall document every 15 minutes of the flight while enroute to and from patient's location. 64J-1.005(3)	N/A
4. Documented of participation in direct contact time with EMS Field Level Providers for a minimum of 10 hours per year.	1	C. Safety committee to include:	
		1. Membership of one pilot, on flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).	N/A
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)		2. Written safety procedures.	N/A
A. Observe if the following requirements for medications and fluids are being met:	1	3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.	N/A
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.	N/A
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.	N/A
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1		

Comments: All records and policies were present.

Compliance Officer: Jennifer McManus

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: Aloha Medical Services Date: 11/14/2023 County: Hardee

Page __1__ of __1__

Comments (Use additional sheet if necessary)

Records and Facilities: All items were accounted for. Records, policy, procedures, and protocols were present.

Records Supplemental: All personnel / training records were up to date.

ALS Inspection: Reviewed ALS medications, equipment, policies, and procedures. No expired items were found.

BLS Inspection: All items were accounted for, and no expired items were found.

Thank you for your time, it was a pleasure meeting you. Please thank all the staff that participated in the EMS compliance survey.

Site reviewer: Jennifer McManus

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

Craig Daw
COO
Aloha Medical Services Inc
2549 Commerce Ct
Bowling Green, FL 33890
Craig.Daw@AlohaMedicalServices.com
863-832-7930
05/26/2025

Dear Casey Dasher and Hardee BOCC,

Statement of Needs for Ambulance Transportation Services in Hardee County, Florida

I am writing to provide a statement of needs regarding the establishment of ambulance transportation services in Hardee County. As an ambulance service provider, it is our sincere intention to address the healthcare needs of the residents in this rural area and ensure prompt and efficient medical transportation.

Background Information:

Hardee County is characterized by its expansive geographical area and scattered population, making access to timely and reliable healthcare services a significant challenge. The limited availability of ambulance transportation options in the region has led to prolonged response times and increased risks to the health and well-being of its residents.

Needs and Requirements:

Non-Emergency Medical Transportation: We aim to offer reliable non-emergency medical transportation for hospital discharges, and transfers between healthcare facilities. This service will help address the transportation challenges faced by facilities who are facing extended delays in transportation and patient care.

Specialized Equipment and Training: To cater to the unique needs of the rural population, we have acquired specialized medical equipment and training for our personnel. This includes advanced life

support equipment, such as defibrillators and cardiac monitors, as well as training in handling medical emergencies that may arise in transport.

Justification:

By fulfilling these needs, we can significantly improve the health outcomes and well-being of the residents in Hardee County. Establishing a reliable and efficient ambulance service will help reduce response times and mitigate risks. Moreover, accessible non-emergency medical transportation will ensure that individuals have equitable access to healthcare services, ultimately reducing health disparities in the region.

Thank you for considering our statement of needs. Should you require any additional information or wish to arrange a meeting, please do not hesitate to contact me at your convenience.

Sincerely,



Craig Daw

COO

Aloha Medical Services Inc

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

Schedule of Fees

To whom it may concern,

Below is the list of scheduled fees.

BLS	$796.32
ALS 1	$935.63
ALS 2	$1892.16
SCT	$4159.80
Oxygen	$112.00
Mileage	$30.00

X

Craig Daw
COO

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

To whom it may concern,

Aloha Medical Services, Inc has the following stations in Hardee County.

Base station – 2549 Commerce Ct Bowling Green, FL 33890

Sub-station – 4300 Sparta Rd Sebring, FL 33870

X

Craig Daw
COO

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

Vehicle Information:

Type	Make	Model	Year	State License ALS/BLS	Mileage
Ambulance	Ford	E-450	2013	25245/7022	495,976
Ambulance	Ford	E-450	2012	25244/7021	271,052
Ambulance	Ford	E-450	2016	25246/7023	239,862
Ambulance	Ford	Transit	2016	25247/7024	164,059
Ambulance	Chevy	4500HD	2013	25665/7230	245,519
Ambulance	Ford	F-450	2017	25837/7327	127,398
Ambulance	Mercedes	Sprinter 2500	2013	26525/7591	579,096
Ambulance	Ford	Transit	2023	26677/7630	14,315
Responding Vehicle	Toyota	Tundra	2023	26675/7629	33,647
Responding Vehicle	Dodge	Ram 2500	2021	26938/7743	70,491
Responding Vehicle	Chevrolet	Silverado	2021	25835/7325	68,254

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25245/7022

Manufacturer: Ford Year/Model: 2013-E-450

Vehicle Identification Number: 1FDXE4FSXDDA52679

Mileage: 495,976 Color Scheme: Purple/White

(Attach photograph of vehicle)

Unit Number: Medic 16 License Plate Number: AMS14

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25244/7021

Manufacturer: FORD Year/Model: 2012 / E-450

Vehicle Identification Number: 1FDXE4FS0CDA55878

Mileage: 271,052 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 17 License Plate Number: AMS03

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25246/7023

Manufacturer: FORD Year/Model: 2016 / E-450

Vehicle Identification Number: 1FDWE3FS9GDC37929

Mileage: 239,862 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 18 License Plate Number: AMS10

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25247/7024

Manufacturer: FORD Year/Model: 2016 / TRANSIT

Vehicle Identification Number: 1FDYR2CM7GKA62377

Mileage: 164,059 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 19 License Plate Number: AMS17

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25665/7230

Manufacturer: CHEVROLET Year/Model: 2013 / 4500HD

Vehicle Identification Number: 1G83COCG7DF161787

Mileage: 245,519 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 20 License Plate Number: AMS22

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 25837/7327

Manufacturer: FORD Year/Model: 2017/F-450

Vehicle Identification Number: 1FDUF4HT9HEC98631

Mileage: 127,398 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 21 License Plate Number: AMS21

Signature	COO	06/05/2025
	Title	Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☑ New ☐ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 26525/7591

Manufacturer: MERCEDES Year/Model: 2013/SPRINTER

Vehicle Identification Number: WD3PE7CD4D5788596

Mileage: 579,096 Color Scheme: PUPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 22 License Plate Number: AMS23

Signature	Title	Date
	COO	06/05/2025

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ALOHA MEDICAL SERVICES, INC

Business Address: 2549 Commerce Ct

City and Zip Code: Bowling Green 33834 Business Phone Number: 833-772-5642

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☑ New ☐ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: 26677/7630

Manufacturer: FORD Year/Model: 2023/TRANSIT

Vehicle Identification Number: 1FDBR1CG3PKB89928

Mileage: 14,315 Color Scheme: PURPLE/WHITE

(Attach photograph of vehicle)

Unit Number: MEDIC 23 License Plate Number: AMS24

	COO	06/05/2025
Signature	Title	Date

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

To whom it may concern,

Aloha Medical Services, Inc utilizes multiple communication systems including AT&T Firstnet and cell phones to communicate with dispatch and facilities.

X

Craig Daw
COO

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

To whom it may concern,

Aloha Medical Services, Inc currently has authorization to serve within Hardee, Highlands, Polk, and Osceola counties in their entirety. We are not authorized to work outside of the state of Florida.

X _____

Craig Daw
COO

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **ALOHA MEDICAL SERVICES, INC.** **Provider Number # 10066**
Name of Provider

402 SOUTH 6TH AVENUE WAUCHULA, FL 33873
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

HARDEE
County (s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 07/31/2025

This certificate shall be posted in the above mentioned establishment

Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

CONTRACT FOR MEDICAL DIRECTOR

This Medical Director Contract (the "Agreement") is made and entered into on 30 May 2023 (the "Effective Date"), by and between Aloha Medical Services, having its principal place of business at 402 South 6th Ave Wauchula, FL 33873 (the "The Company"), and Dr. Cary Pigman, having his/her principal place of business at 4200 Sun N Lake BLVD Sebring FL 33871, (the "Medical Director").

1. Scope of Services The Medical Director shall perform the following services for the Company:

1.1. Provide medical consultation and advice to the Company's staff, including but not limited to the interpretation of medical records, diagnosis and treatment recommendations, and other medical-related services as may be requested by the Company from time to time;

1.2. Develop and oversee medical policies and procedures, including but not limited to the Company's infection control program, emergency medical protocols, and medication management program;

1.3. Participate in quality improvement and patient safety initiatives, including but not limited to the development of performance improvement plans, patient satisfaction surveys, and incident reporting and investigation procedures;

1.4. Provide medical oversight and guidance for the Company's transportation services, including but not limited to the review of patient charts and medical records, the development of medical protocols for patient transport, and the supervision of medical staff as necessary.

2. Compensation - The Company shall compensate the Medical Director for his/her services in accordance with the fee schedule attached hereto as Exhibit A.

3. Term - This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days' written notice.

4. Termination - Either party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. In the event of termination, the Medical Director shall be entitled to compensation for services performed prior to the effective date of termination.

5. Confidentiality and Non-Disclosure - The Medical Director agrees to maintain the confidentiality of all patient and Company information obtained in connection with the performance of services under this Agreement, and to use such information solely for the purposes of performing services under this Agreement. The Medical Director further agrees not to disclose any such information to any third party without the prior written consent of the Company.

6. Indemnification - The Medical Director agrees to indemnify and hold harmless the Company, its directors, officers, employees, and agents from any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any negligent act or omission or willful misconduct by the Medical Director in the performance of services under this Agreement.

Aloha Medical Services
402 South 6th Ave
Wauchula, FL 33873

7. Governing Law and Jurisdiction - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions. Any legal action arising out of or in connection with this Agreement shall be brought exclusively in the state or federal courts located in Hardee County, Florida.
8. Entire Agreement - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, and understandings between the parties, whether written or oral.
9. Amendment - This Agreement may be amended or modified only by a written instrument executed by both parties.
10. Counterparts - This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

X _____ Date 30 May 2023

Dr. Cary Pigman
Medical Director

X _____ Date 30-May-23

James Roesner
Aloha Medical Services, CEO

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

To whom it may concern,

Aloha Medical Services, Inc uses a mix of new and used ambulances with new equipment. The ambulances are regularly maintained and in great working order.

X

Craig Daw
COO

Aloha Medical Services
2549 Commerce Ct
Bowling Green, FL 33834

Policy: Drug-Free Workplace Policy

Effective Date: 10/05/2022

Policy Statement: Aloha Medical Services Inc is committed to maintaining a safe and productive work environment for all employees. In accordance with the laws of the State of Florida, and to ensure the safety, health, and well-being of our employees, customers, and the public, Aloha Medical Services Inc has implemented a Drug-Free Workplace Policy. This policy prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances or alcohol on company premises, during work hours, or while conducting company business.

Scope: This policy applies to all employees, contractors, subcontractors, temporary employees, and visitors of Aloha Medical Services Inc who enter the premises, use company resources, or represent the company in any capacity.

Policy Details:

1. Prohibited Substances: a. Controlled Substances: The use, possession, sale, distribution, or presence of any illegal drugs or substances classified as controlled substances under the laws of the State of Florida or the federal government is strictly prohibited. This includes, but is not limited to, marijuana, cocaine, heroin, methamphetamines, hallucinogens, and prescription drugs not prescribed to the employee. b. Alcohol: The consumption, possession, or being under the influence of alcoholic beverages during work hours, on company premises, or while conducting company business is strictly prohibited, except in cases where explicitly authorized by the company for special events or designated areas.

2. Testing: a. Pre-Employment Testing: All job applicants will be required to undergo a drug and alcohol screening as a condition of employment. Failure to pass the test or refusal to submit to testing will disqualify the applicant from employment consideration. b. Reasonable Suspicion Testing: If an employee's behavior, appearance, or job performance suggests drug or alcohol impairment, the company reserves the right to conduct testing on a reasonable suspicion basis. c. Post-Accident Testing: Any employee involved in a workplace accident that results in personal injury or property damage may be subject to drug and alcohol testing to determine if substance use played a role in the incident. d. Random Testing: As permitted by law, Aloha Medical Services Inc may conduct random drug and alcohol testing on employees to deter substance abuse. The selection process for random testing will be unbiased and based on established procedures.

3. Consequences of Violations: a. Disciplinary Action: Violation of this policy, including a positive drug or alcohol test result, may result in disciplinary action, up to and including termination of employment. The nature and severity of the violation will be taken into account when determining appropriate disciplinary measures. b. Rehabilitation: Employees who voluntarily seek assistance for substance abuse problems and agree to participate in a rehabilitation program may be provided with appropriate support and accommodations. The company encourages employees to seek help through available resources. c. Assistance Programs: Aloha Medical Services Inc may provide information, referrals, or access to employee assistance programs (EAPs) to assist employees in addressing substance abuse issues confidentially.

4. Confidentiality: All drug and alcohol test results and related information will be kept confidential and will be disclosed only to individuals with a legitimate need to know or as required by law.

5. Compliance: a. Acknowledgment: All employees will be required to sign an acknowledgment indicating that they have received, read, understand, and agree to comply with this policy. b. Education and Training: Aloha Medical Services Inc will provide employees with appropriate education and training on the Drug-Free Workplace Policy, including the dangers of substance abuse, identification of signs and symptoms, and available resources for assistance.

Aloha Medical Services Inc is committed to maintaining a drug-free workplace and complying with all applicable laws and regulations. This policy will be periodically reviewed and updated as necessary to ensure its effectiveness.

Approved By: James Roesner, CEO



RESOLUTION NO. 2025-58

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.

WHEREAS, Section 410.25, Florida Statutes, provides for licensure by the State of Florida Department of Health (the "FDOH") for entities providing basic life support or advanced life support transportation services; and

WHEREAS, a certificate of public convenience and necessity is required from the county in which the transportation services will occur as a condition of obtaining licensure by the FDOH; and

WHEREAS, Hardee County (the "County") has previously approved a certificate for medical transportation services in Resolution No. 99-05, and finds that a need has been generated for authorization of Aloha Medical Services, Inc. to provide non-emergency transportation services and does not appear to adversely impact or affect the operations of the County's Emergency Medical Services; and

WHEREAS, Aloha Medical Services, Inc. has agreed to ensure that the medical transportation services will comply with all statutory requirements including those provided for in Chapter 401, Florida Statutes; and

WHEREAS, the BOCC find it to be in the best interests of the County to approve the certificate of public convenience and necessity for Aloha Medical Services, Inc. as provided for herein and in the attached Exhibit "A."

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

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

Section 2. **Certification.** The issuance of a Certificate of Public Convenience and Necessity for Aloha Medical Services, Inc. for the provision of advanced and basic life support non-emergency transportation services is hereby authorized pursuant to the following:

A. The provision of basic or advanced life support service for the purpose of non-emergency inter-facility transfers for Hardee County.
B. This is not intended to grant an exclusive franchise to Aloha Medical Services, Inc. or to establish a contractual relationship between the Hardee County and Aloha Medical Services, Inc.
C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, Aloha Medical Services, Inc. shall provide assistance to Hardee County for the health, safety, and welfare of the residents of Hardee County. There shall be no obligation to reimburse or otherwise be obligated for payment to Aloha Medical Services, Inc. for services rendered.
D. This Certificate of Public Convenience and Necessity issued pursuant to this Resolution shall be effective upon issuance and shall have an initial term not to exceed one (1) year

unless the state license issued to Aloha Medical Services, Inc. expires or is otherwise revoked or suspended.

Section 3. **Approval.** The Chairman of the Hardee County Board of County Commissioners is authorized and directed to execute any forms or documents in furtherance of this Resolution in substantially the same form, the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. **Severability.** The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: _____
Russell A. Melendy, Chair

(SEAL)

ATTEST:

By: _____
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Aloha Medical Services, Inc., is requesting to provide Basic and Advanced Life Support transfer services to the citizens of Hardee County; and

WHEREAS, there has been demonstrated that there is a need for Aloha Medical Services, Inc., to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, Aloha Medical Services, Inc., will comply with all the requirements of Florida Statutes 401, the Florida Administrative Code 64J and any other state or federal agencies regulating Advanced Life Support ambulance service, The Board of County Commissioners of Hardee County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support services effective July 17, 2025. This Certificate of Public Convenience and Necessity issued to Resolution number 2025-58 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to Aloha Medical Services, Inc. expires or is otherwise revoked or suspended.

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

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 4.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Public Safety/Fire/Rescue
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Casey Dasher, Public Safety Director -** Resolution 2025-59 - Renewal of a Certificate of Public Convenience and Necessity (COPCN) for Elite Medical Response, LLC.
SUGGESTED ACTION:	

ATTACHMENTS:
Elite_COPCN_Renewal_2025_Memo.pdf
Elite COPCN Renewal 2025 Application.pdf
Reso._Elite_COPCN.docx
Certificate Elite Medical Response COPCN_Exp. 07-17-2026.pdf

Hardee County FLORIDA

Fire Rescue

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
149 KD Revell Road
Wauchula, FL 33873

PHONE
863-773-4362

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Casey Dasher, Public Safety Director

Subject: COPCN renewal for Elite Medical Response, LLC

Date: July 7, 2025

Subject: Renewal of Certificate of Public Convenience and Necessity (COPCN) – Elite Medical Response, LLC.

Elite Medical Response, LLC has submitted a request for renewal of its Certificate of Public Convenience and Necessity (COPCN) to continue providing non-emergency interfacility transfer services within Hardee County.

The COPCN is a regulatory instrument issued by Hardee County that authorizes private ambulance providers to operate within the jurisdiction. Specifically, for non-emergency interfacility transfers, the COPCN ensures that private providers function in a manner that does not interfere with or diminish the capacity of Hardee County Fire Rescue to respond to emergency medical incidents.

Renewal of the COPCN confirms that the provider meets established standards for personnel qualifications, vehicle maintenance, and medical equipment readiness. This includes verification that all ambulance drivers hold appropriate licenses, vehicles are properly maintained, and required medical equipment is operational and up to date.

The renewed COPCN shall be valid for a term not to exceed one (1) year, unless the state license issued to Elite Medical Response, LLC expires, is suspended, or revoked prior to the end of the term.

Issuance of a COPCN for non-emergency interfacility transfers supports public safety by ensuring private ambulance services operate responsibly and do not compromise the availability of emergency resources.

ELITE
MEDICAL RESPONSE

June 30, 2025

Director Casey Dasher
Hardee County Public Safety
149 K.D. Revell Rd.
Wauchula, FL 33873

Subject: Apology for Delay in Digital Application Submission and Name Change Update

Dear Director Dasher,

Please accept my sincere apologies for the delay in submitting our application in digital format. We understand the importance of timely submissions and regret any inconvenience this may have caused.

I also want to inform you that we have officially begun the process of changing our company name to Elite Medical Response, LLC. To provide a comprehensive overview of our operations, I've enclosed all relevant data from Positive alongside our current application materials.

Please do not hesitate to contact me if you have any questions or require additional information.

Best regards,

Fred Angelo
Vice President of Government Affairs

Cover Letter

May 31, 2025

Hardee County, Florida

Board of County Commissioners,

ATTN: Casey Dasher, Public Safety Director I 149 K.D. Revell Rd. Wauchula, FL 33873

RE: Application and Supporting Attachments for Secondary Provider COPCN with Advanced Life Support (ALS) and Basic Life Support (BLS) Endorsement

Director Dasher and Board Members:

On behalf of Elite Medical Response, LLC, we thank you for the opportunity to submit this application for Secondary Provider COPCN in Hardee County, Florida. We have responded to each point in your application and provided each requested attachment, all of which is included in the following pages. Our mission is to bring the archaic intra-facility ambulance system into the 21st century. Elite Medical Response purchased Positive Medical over a year ago. Since then, we have fully updated the entire operations that include full renovation of our Sebring and Palm Beach facilities, entire new fleet of ambulances, developed a fully accredited EMD dispatch center, purchased the latest in IV pumps, and ventilators. Additionally, we have trained every paramedic to the critical care standard and are the only company utilizing critical care Registered Nurses for the most critical transports; helping keep the hospitals fully staffed during these high acuity transports. Truly changing the landscape of Secondary Providers of Medical Transportation in Florida.

Understanding Your Needs

We are proud to offer a new vision for emergency medical services in Hardee County, driven by local insight, advanced technology, and a deep commitment to transparency and community integration. Our leadership team has diverse experiences each of over 30 years fire, ambulance, hospital and hospice and 100+ dedicated and trained staff ready to work, Elite Medical Response is ready and able to advance EMS in Hardee County.

Highlights of our solution and approach include:

1. **Improved Response Times**: Our commitment to rapid, reliable care is central to everything we do. With our "Bedside in 30" initiative, we aim to respond to all urgent calls within 30 minutes or less. We will also analyze response times and demand data to ensure we continuously improve efficiency. This focus on rapid response will help us serve the community better and make a real difference when seconds count.
2. **Data-Driven Insights:** Transparency and accountability are key to providing the best possible service. Our technology suite includes advanced GPS/AVL systems and "The Pulse" dashboard—a real-time data access tool that allows us to track operations as they happen. Our data-driven approach also includes custom dashboards and detailed information on demand and use patterns, helping us make informed decisions to optimize service delivery.
3. **Better System Integration**: We believe in working together to provide the best possible care. Elite Medical Response will collaborate closely with the Hardee County hospital, assisted living facilities, rehab facilities and Hardee County Fire Rescue (when needed) to ensure seamless system integration. We will work on resource allocation, joint training initiatives, and community education programs to create a cohesive emergency response network that benefits everyone in the County.
4. **Future Success Framework**: Our vision extends beyond today. We are initiating the EMS workforce development program – a successful initiative that trains local students for EMS Careers, provides education funding, and creates stable job opportunities. Our approach includes building a local pipeline from high school programs for advanced clinical care and aligning strategies with the evolving needs of the County to ensure we are always ready to serve.

Future Focused

Elite Medical Response meets and exceeds the requirements set forth by Hardee County. We offer advanced technology for real-time transparency, a strong local workforce, and a dedication to community partnership. We are committed to act as much more than a provider for Hardee County – we'll be a true healthcare partner committed to continuous improvement and excellence in EMS for this system and community.

We look forward to the opportunity to work together to enhance intrafacitlity medical transport services in Hardee County. Thank you for your continued support of Elite Medical Response as your partner in this essential effort.

Sincerely,

William J. Hall
Chief Executive Officer
bhall@visionaryhealthcaresolution.com
954.553.2298

Fred Angelo
Vice President of Government Affairs
fangelo@visionaryhealthcaresolution.com
561.721.5988

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY
APPLICATION
for
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

Type of Application: New _____ Renewal yes

Type of Service: Basic Life Support Ambulance (BLS) yes

Advanced Life Support Ambulance (ALS) yes

Name of Service: Elite Medical Response, LLC

Mailing Address: 201 Commercial Ct

County Highlands State Florida Zip Code 33876

Business Phone Number ( ) 1-877-605-3204 Fax ( ) 863-655-0062

Type of Ownership (i.e., Private, City, County, Volunteer, etc.) Private

Date of Formation or Corporation: _____

Manager's Name: Angel Liggins, Operations Manager

The area or areas which the applicant desires to serve: Hardee County

Attach the following information:

Attachment 1:	Provide names(s) of Owners (s), Officers, Directors and/or Shareholders and address.
Attachment 2:	Description of the staffing patterns to assure compliance with staffing requirements set forth in 64J, Florida Administrative Code. Submit a personnel roster of EMTs and Paramedics with a copy of certificates and/or licenses.
Attachment 3:	Insurance Verification (copy of Policy) – limits of coverage must be shown on policy. Must be current.
Attachment 4:	Copies of the last three (3) State Bureau inspections.
Attachment 5:	A statement of facts showing the demand or need for the proposed service.
Attachment 6:	A proposed schedule of rates, fares, and charges.
Attachment 7:	The addresses of the applicant's present and proposed base station location and all sub-stations. If approve, must be able to show proof of residency in Hardee County with the exception of air transport.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN MANAGEMENT INFORMATION FORM

Name of service: ELITE MEDICAL RESPONSE

Website WWW.EMRESONSE.COM

Hardee County business address:

201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876

Headquarters business address:

201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876

Dispatch telephone number: 1-877-605-3204

Management Contact Information

Name: ANGEL LIGGINS

24-hour contact number: 954-793-9398

Name: BROOKE LIDDLE

24-hour contact number: 561-248-2331

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY
COPCN ALS/BLS PERSONNEL

ELITE MEDICAL RESPONSE 5/13/2025

Last Name	First Name	Nurse RN	Paramedic	EMT	Driver	Medical License #
Abraham	Francis			EMT: Basic		EMT590678
Acebo	Christian		Paramedic: PMD			PMD532319
Adamcy	Wyclef			EMT: Basic		EMT437786
ALFINEZ	DAKOTA		Paramedic: PMD			PMD533782
Alvarado	Dante		CCT: CCEMTP			PMD539670
Armstrong	Adam		Paramedic: PMD			PMD 543703
AUGUST	ERRON		CCT: CCEMTP			PMD528751
Badillo	William			EMT: Basic		EMT590613
Berning	Francesca	CCT: RN				RN9659764
Brackett	Elijah			EMT: Basic		EMT591040
BREDY	FRITZGERALD			EMT: Basic		EMT543999
BUCK	DOUGLAS		CCT: CCEMTP			PMD516173
Buck	Stephanie			EMT: Basic		EMT574361
Bufford	Hannah			EMT: Basic		EMT591937
Burkhardt	Kaitlyn	CCT: RN				RN 9652759
Butts	Hannah			EMT: Basic		EMT577710
Calendo	Janine			EMT: Basic		EMT577092
Cardoso	Winston		Paramedic: PMD			PMD 540028
Cercy	Jordan		Paramedic: PMD			PMD 542490
Chacon	Jose			EMT: Basic		EMT574901
Coffey	Gavin		Paramedic: PMD			PMD546225
Colmenares	Seynette		Paramedic: PMD			PMD545738
Colon	Michael		Paramedic: PMD			PMD541135
Constantino	Gabriel			EMT: Basic		EMT572798
Cunningham	Amethyst			EMT: Basic		EMT593329
CUTTS	STEVEN		CCT: CCEMTP			PMD516396
D'AMOUR	MAX			EMT: Basic		EMT566049
DAVIES	CHRISTOPHER		CCT: CCEMTP			PMD540776
Davis jr	Darnell			EMT: Basic		EMT582968
Davis	Vanessa			EMT: Basic		
Delancey	Christopher			EMT: Basic		EMT588030
Dessart	Benjamin			EMT: Basic		EMT580822
Doran	Aiden			EMT: Basic		EMT590737
Dunn	Michael			EMT: Basic		EMT591782
Dupree	Jayce			EMT: Basic		EMT593416
DUTIL	CHRISTOPHER			EMT: Basic		EMT566054
Eaker	Richard		Paramedic: PMD			PMD547034
Estorcien	Kedysha			EMT: Basic		EMT589787

ELITE MEDICAL RESPONSE				5/13/2025		
Last Name	**First Name**	**Nurse RN**	**Paramedic**	**EMT**	**Driver**	**Medical License #**
FANELLI	EVAN			EMT: Basic		EMT588433
Farese	Joseph			EMT: Basic		EMT586393
Feinberg	Shelby			EMT: Basic		EMT 591201
Ferbeyre	Brandon		CCT: CCEMTP			PMD535697
Ferret	Randall	CCT: RN				RN9647723
FLEUREUS	DIEULINA			EMT: Basic		EMT564471
Flores	Danis			EMT: Basic		EMT 579123
Frank	Aaliyah					PMD544741
FREDERICK	MARION			EMT: Basic		EMT588084
Frerichs	Shanna	CCT: RN				
GABRIEL	GEOFFREY			EMT: Basic		EMT509326
Gallo	Jeremy		Paramedic: PMD			PMD545583
GAMBLE	THOMAS			EMT: Basic		EMT564883
GARBERS	MATTHEW		CCT: CCEMTP			PMD545007
Garcia	Sebastian	CCT: RN				RN9603415
Gazon	Henri			EMT: Basic		
GOBEY	DAVID		CCT: CCEMTP			PMD512740
Green	Richard		CCT: CCEMTP			PMD15924
GROSS	JARED		CCT: CCEMTP			PMD535922
Guerra	Matthew			EMT: Basic		EMT587300
Guerra	Michael			EMT: Basic		EMT571969
Gutierrez	Erik			EMT: Basic		EMT584772
Gutierrez	Gregory		Paramedic: PMD			PMD527883
Hall	William			EMT: Basic		EMT568611
Handal	Luis	CCT: RN				RN9437188
Harmon	Terry			EMT: Basic		EMT590610
Hendricks	Shawn			EMT: Basic		emt591517
HERNANDEZ	JOHN			EMT: Basic		EMT561615
Hernandez	Llanari			EMT: Basic		
Hewitt	Johnaton			EMT: Basic		EMT591254
HOWARTH	SHAWN			EMT: Basic		EMT568616
Iversen	Martin			EMT: Basic		EMT590876
Jarosz	Sabrina			EMT: Basic		EMT573051
JESTES-HAGEN	EMILY			EMT: Basic		EMT589380
Jones	Camron		Paramedic: PMD			PMD547009
Keeler	Andrew			EMT: Basic		
Killen	Cindy			EMT: Basic		EMT 526074
Knipple	Matthew			EMT: Basic		EMT562735
Kolea	James			EMT: Basic		EMT589473
Kowalski	Lindsey			EMT: Basic		EMT 569704
Kuba	Colby			EMT: Basic		EMT590680
Labuff	David		Paramedic: PMD			PMD201132
LANZA	ALPHONSE		CCT: CCEMTP			PMD12238
Larmon	Katie			EMT: Basic		EMT586030
Larue	Gabriella			EMT: Basic		EMT570885
Leck	Ryan			EMT: Basic		EMT 593388

ELITE MEDICAL RESPONSE 5/13/2025

Last Name	First Name	Nurse RN	Paramedic	EMT	Driver	Medical License #
Lee	Ashley	CCT: RN				
LEYENDECKER	CORD		CCT: CCEMTP			PMD521035
[illegible]	Khair			EMT: Basic		EMT590681
Logan	Jeffrey		CCT: CCEMTP			PMD537427
Long	Christine			EMT: Basic		EMT590624
Lucien	Stevenson			EMT: Basic		
Macuilatl Tuxpan	Delfino			EMT: Basic		EMT590168
MADDOX	ASHLEY			EMT: Basic		EMT582283
MAILLY	PAUL		CCT: CCEMTP			PMD517873
MARTIN	JARRETT			EMT: Basic		EMT587025
Maxwell	Derek		CCT: CCEMTP			PMD526966
[illegible]	HEATHER			EMT: Basic		EMT570321
Miller	William			EMT: Basic		EMT 566464
MILLICAN	VICTORIA			EMT: Basic		EMT579860
MILLS	MEGGAN			EMT: Basic		EMT588953
Moen	Zachary		Paramedic: PMD			PMD 543657
Monroe	Aidan			EMT: Basic		EMT590617
Morales	Carlo			EMT: Basic		EMT 591281
Moreno	Susan			EMT: Basic		EMT576596
Moscoso	Kristian			EMT: Basic		EMT566946
Murry	Kimberly		Paramedic: PMD			PMD512294
Nazaire	Dieusonfils			EMT: Basic		EMT 592501
O'DONNELL	AUSTIN			EMT: Basic		EMT580925
Ortiz	Joshua			EMT: Basic		EMT 591954
Palazzotto	Noah			EMT: Basic		
Penas	Jose		Paramedic: PMD			PMD 528767
Perez	Daniel			EMT: Basic		EMT557117
PHILLIPS	TAMARA			EMT: Basic		EMT588810
Pitsirelos	Victoria			EMT: Basic		EMT570997
Poliandro	Christopher		Paramedic: PMD			
Portugal	Christian			EMT: Basic		EMT582504
Puri	Jose		CCT: CCEMTP			PMD528196
RAMEY	TIMOTHY		CCT: CCEMTP			PMD530396
REYNOLDS	BRIAN			EMT: Basic		EMT566294
RICHARDS	QUAMEA			EMT: Basic		EMT548216
Rios	Ashley			EMT: Basic		EMT560460
Robertson	Joseph		Paramedic: PMD			PMD528127
Roldan	Ruben			EMT: Basic		EMT570262
Saint Juste	Jimmy			EMT: Basic		EMT 582462
Salgado	Wilfredo		Paramedic: PMD			PMD531179
Santiago	Danielle			EMT: Basic		EMT587104
Schainuck	Joshua			EMT: Basic		EMT593135
Schwartz	Amber		Paramedic: PMD			PMD538126
Smoot	Gemma		Paramedic: PMD			PMD 205092
Solomon	Edgardo		Paramedic: PMD			PMD527130
Soriano	Eric			EMT: Basic		EMT 551114

ELITE MEDICAL RESPONSE				5/13/2025		
Last Name	**First Name**	**Nurse RN**	**Paramedic**	**EMT**	**Driver**	**Medical License #**
Souffront	Michael			EMT: Basic		EMT546096
Stanton	John		CCT: CCEMTP			PMD528809
Stein	Mark		CCT: CCEMTP			
Stenmark	Sigvard			EMT: Basic		EMT 588847
Stennett	Johvoi			EMT: Basic		EMT590994
Stern	Garrett			EMT: Basic		EMT586942
Stimpson	Sha'nya			EMT: Basic		EMT590928
Stocker	Kyle			EMT: Basic		EMT 573852
Sundberg	Peter		Paramedic: PMD			
SWAFFORD	MICHAEL		CCT: CCEMTP			PMD13993
Sweatt	Cody			EMT: Basic		EMT 578388
Theriault	Hannah			EMT: Basic		EMT588980
Tirado	Sean			EMT: Basic		EMT580942
TOMPKINS	MATTHEW			EMT: Basic		EMT545452
TORRES	AMANDA			EMT: Basic		EMT576840
UGALDE	RAFAEL		CCT: CCEMTP			PMD542641
Underwood	Merlin		CCT: CCEMTP			PMD 516284
VASQUEZ	JOHNNATHAN			EMT: Basic		EMT581101
Wallace	Michael			EMT: Basic		EMT590247
WEBB	STEPHEN		Paramedic: PMD			EMD3042793
WEINBERG	RANDELL		CCT: CCEMTP			PMD518663
WEST	JOSEPH			EMT: Basic		EMT540279
White	Nathan			EMT: Basic		EMT591239
Willhoite	Ian			EMT: Basic		EMT587675
WILLIAMS	DALTON			EMT: Basic		EMT580495
WILLIAMS	MYIA		Paramedic: PMD			PMD544800
WRIGHT	VICTORIA			EMT: Basic		EMT589077
Zuniga	Keilor		Paramedic: PMD			PMD546929

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #1

Provide the name(s) of owner(s) or list all Officers, Directors and shareholders (if a corporation).

NAME	ADDRESS	POSITION
Joel Kestenbaum	45 Main Street, Suite 804 Brooklyn, NY 11201	Manager
Sarah Rosenfeld	45 Main Street, Suite 804 Brooklyn, NY 11201	Manager
William J Hall	11612 163rd PL N. Jupiter, FL 33478	CEO

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #2

Regarding Elite Medical Response staffing patterns for Hardee County COPCN application. Elite Medical Response responds to Hardee County depending on the call type. In the Hardee response we staffs (2) 24 hour CCT ALS Unit minimum staffing of (1) EMT-basic and (1) Paramedic on each unit, (1) 24 hour BLS Unit, (2) 12hr BLS units. Constisting of a minimum staffing of (1) EVOC Driver/First Responder and (1) EMT-Basic each. Our staff consist of Registered Nurses for the most critical calls.



201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #3

Insurance Verification.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Courtney Stuart	
Brown & Brown Insurance Services, Inc. 32313 Broadway Street Suite 200 Sebring FL 33870	PHONE (A/C, No, Ext): (863) 385-5171	FAX (A/C, No):
	E-MAIL ADDRESS: Courtney.Stuart@bbrown.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Interstate Insurance Company	32620
INSURED Positive Mobility LLC; Elite Medical Response Visionary Healthcare Solutions LLC; Elite Medical Response LLC 201 Commercial Court Sebring FL 33876	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			LJG455001807	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse or Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ACA455001806	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability			LPL455001807	04/01/2025	04/01/2026	Aggregate Each Medical Incident	$3,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hardee County Board of County Commissioners
412 W Orange St, Room 103
Wauchula FL 33873

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #4

Copy of the last 3 Florida Bureau Inspections.

April 16, 2024

Elite Medical Response
101413 Overseas Highway
Key Largo, FL 33037

Mrs. Rodriguez,

Congratulations on your outstanding Compliance Monitoring site survey conducted on April 16, 2024, by the Bureau of Emergency Medical Services. Your vehicles and service records were outstanding, and we found no deficiencies during our visit. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

Also, please extend my sincere gratitude to your staff for their assistance and overall contribution to your service and the community. Your continued support of emergency medical services is deeply appreciated.

Please take a moment to complete the survey, via the link below, for your Regional EMS Coordinator's site visit, this will help us ensure quality customer service and improve our processes.
https://www.surveymonkey.com/r/ReviewerTom

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Thomas DiBernardo

Thomas DiBernardo, Region 7
Bureau of Emergency Medical Oversight

Enclosure:
Records and Facilities
Records Supplemental
ALS/BLS Inspection
Site Visit Narrative

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Elite Medical Response **Inspection Date:** 2024 April 16

County: Monroe **Type of Inspection:** Scheduled

License Type: ALS Transport **Date of Last Inspection:** New **License Expiration Date:** 02/06/2024

Inspection Codes:

1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:

1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)			
1. Records storage and security.	1		
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. – heated and air conditioned) location.	1
II. RECORDS (Section 401, F.S., Chapter 64J-1, F.A.C)		5. The area is clean and sanitary.	1
1. Current service license on display. (Chapter 64J-1, F.A.C)	1	B. Observe if the following requirements for controlled substances are being met:	
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.	1
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	1
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:	
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	1	1. Security procedures.	1
4. Personnel Records for each EMT, paramedic (Chapter 6EJ-1, F.A.C.) To Include:		2. Items stored in a climate-controlled location (i.e. – Heated and air conditioned)	1
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	1
B. Record of training.	1	4. Inventory procedures.	1
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:	
D. Documentation of completion of the 1988 D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew members (Chapter 64J-1, F.A.C.)	N/A	1. Storage procedures.	1
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A.B.C.		2. The positions that have access to controlled substances.	1
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.	1
B. Not addicted to alcohol or controlled substances.	1	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.	1
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.	1
D. Driving record verification.	1	F. Verify that the following occurs with regard in controlled substances:	
E. Possess valid class "D" or chauffeur license.	1	1. Storage records are maintained on file at the location where he controlled substances are stored.	1
F. Is trained in safe operation of emergency vehicle – 16 hours E.V.O.C.	1	2. All required inventories and records are maintained at least two years.	1
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	N/A	3. Records are maintained separately from other records.	1
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)	1
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:	
6. Medical Director (Section 64J-1, F.A.C.)		A. Proper handling	1
A. Qualifications: Current ACLS certification or board certification (Chapter 64J-1, F.A.C.)	1	B. Proper storage	1
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)		C. Proper disposal	1
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)	1
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1
a. Prompt review of run reports.	1	If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)	
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.	N/A
3. Documentation of implementation of #2 above.	1	B. Rotary Wing air ambulances shall document every 15 minutes of the flight while enroute to and from patient's location. 64J-1.005(3)	N/A
4. Documented of participation in direct contract time with EMS Field Level Providers for a minimum of 10 hours per year.	1	C. Safety committee to include:	
		1. Membership of one pilot, on flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).	N/A
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)		2. Written safety procedures.	N/A
A. Observe if the following requirements for medications and fluids are being met:	1	3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.	N/A
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.	N/A
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.	N/A
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1		

Comments:

All items accounted. Great integration with Monroe County Radio system. Also integrated in the Monroe County CEMP.

Compliance Officer: Thomas DiBernardo

DATE: April 24, 2025

POSITIVE MOBILITY INC. DBA ELITE MEDICAL RESPONSE
201 Commercial Court
SEBRING, FL 33876

Dear Angel Liggins,

Congratulations on your outstanding Compliance Monitoring site survey conducted on 4/24/2025, by the Bureau of Emergency Medical Services. Your vehicles and service records were outstanding, and we found no deficiencies during our visit. Thank you for being a role model of excellence as an EMS provider in the state of Florida.

Also, please extend my sincere gratitude to your staff for their assistance and overall contribution to your service and the community. Your continued support of emergency medical services is deeply appreciated.

Please take a moment to complete the survey, via the link below, for your Regional EMS Coordinator's site visit, this will help us ensure quality customer service and improve our processes.
https://www.surveymonkey.com/r/ReviewerTom

Again, thank you for your assistance in the Compliance Monitoring program and I look forward to hearing from you.

Sincerely,

Thomas DiBernardo

Thomas DiBernardo, Region 7
Bureau of Emergency Medical Oversight

Enclosure:
Records and Facilities
Records Supplemental
ALS/BLS Inspection
Site Visit Narrative

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
SERVICE RECORDS AND FACILITIES INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Positive Mobility DBA Elite Medical Response 10076 Inspection Date: April 24, 2025
County: Highlands County Type of Inspection: Scheduled

License Type: ALS Date of Last Inspection: New License Expiration Date: 2/22/2026

Inspection Codes:

1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:

1 = Lifesaving equipment, medical supplies, drugs, records or procedures
2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

I. ADMINISTRATIVE AND RECORDS STORAGE (Chapter 64J-1, F.A.C.)			
1. Records storage and security.	1		
2. Records storage for 5 years.	1	4. Items are stored in a climate controlled (i.e. – heated and air conditioned) location.	1
II. RECORDS (Section 401, F.S., Chapter 64J-1, F.A.C)		5. The area is clean and sanitary.	1
1. Current service license on display. (Chapter 64J-1, F.A.C)	1	B. Observe if the following requirements for controlled substances are being met:	
2. Vehicle/Aircraft Records (Chapter 64J-1, F.A.C.) To Include:		1. The requirements listed in items 105 above are being met.	1
A. Registration.	1	2. Medical director has registered storage areas with DEA (Chapter 64J-1, F.A.C.)	1
B. Verification of vehicle permit.	1	C. Written operating procedures for the storage and handling of fluids and medications specify the following:	
3. Previous Inspection Forms, (Chapter 64J-1, F.A.C.)	1	1. Security procedures.	1
4. Personnel Records for each EMT, paramedic (Chapter 6EJ-1, F.A.C.) To Include:		2. Items stored in a climate-controlled location (i.e. – Heated and air conditioned)	1
A. Date of employment.	1	3. Deteriorated or expired items stored in a quarantine area, separate from usable items.	1
B. Record of training.	1	4. Inventory procedures.	1
C. Current professional certification.	1	D. Written operating procedures for the storage and handling of controlled substances specify the following:	
D. Documentation of completion of the D.O.T. Air Medical Crew National Standard Curriculum-Advanced, for Paramedic Crew 1988 members (Chapter 64J-1, F.A.C.)	N/A	1. Storage procedures.	1
5. Ambulance driver record (for each per Section 401.281(1), F.S.) To include: Statements attesting to A.B.C.		2. The positions that have access to controlled substances.	1
A. 18 years old.	1	3. Shift change inventory procedures for vehicles.	1
B. Not addicted to alcohol or controlled substances.	1	4. Procedures to be used for the documentation of use, disposal of excess and resupply of vehicles with controlled substances.	1
C. Free from physical or mental defect or disease that would impair ability to drive.	1	5. Procedures used for inventory discrepancies.	1
D. Driving record verification.	1	F. Verify that the following occurs with regard in controlled substances:	
E. Possess valid class "D" or chauffeur license.	1	1. Storage records are maintained on file at the location where he controlled substances are stored.	1
F. Is trained in safe operation of emergency vehicle – 16 hours E.V.O.C.	1	2. All required inventories and records are maintained at least two years.	1
G. Possesses a valid American Red Cross First Aid and Personal Safety card or its equivalent.	N/A	3. Records are maintained separately from other records.	1
H. Possesses a valid American Red Cross or American Heart Association CPR or ACLS card.	1	8. Equipment substitutions when authorization by medical director (Chapter 64J-1, F.A.C.)	1
NOTE: Current EMT or paramedic certification is evidence of compliance with items A, B, C and G above. (Section 401.27(4), F.S.)		9. Biomedical Waste operating procedures (Section 381.80, F.S. and Chapters 64J-1, F.A.C.) to include:	
6. Medical Director (Section 64J-1, F.A.C.)		A. Proper handling	1
A. Qualifications: Current ACLS certification or board certification (Chapter 64J-1, F.A.C.)	1	B. Proper storage	1
B. Duties and responsibilities (Chapter 64J-1, F.A.C.)		C. Proper disposal	1
1. Write/review operating procedures for patient care.	1	10. EMS providers disaster plan integrates both local and regional disaster plan (Chapter 64J-1, F.A.C.)	1
2. Written quality assurance program operating procedures that require the following:	1	11. Adult and pediatric CID approval in writing by medical director (Chapter 64J-1, F.A.C.)	1
a. Prompt review of run reports.	1	If an EMS provider maintains an air ambulance license or has permitted aircraft, the following record requirements that apply (Section 401.251 F.S. and Chapter 64J-1, F.A.C.)	
b. Direct observation of personnel.	1	A. Emergency protocol for overdue aircraft, when radio communications cannot be established, or when aircraft cannot be located.	N/A
3. Documentation of implementation of #2 above.	1	B. Rotary Wing air ambulances shall document every 15 minutes of the flight while enroute to and from patient's location. 64J-1.005(3)	N/A
4. Documented of participation in direct contract time with EMS Field Level Providers for a minimum of 10 hours per year.	1	C. Safety committee to include:	
		1. Membership of one pilot, on flight medical crew member, medical director, EQ representative and one hospital administrator (if hospital based).	N/A
7. Inventory, storage and security procedures for medications, fluids and controlled substances (Sections 499, 893, F.S., and Chapters 64J-1, F.A.C.)		2. Written safety procedures.	N/A
A. Observe if the following requirements for medications and fluids are being met:	1	3. Meetings held quarterly to review safety policies, procedures, unusual occurrences, safety issues, and audit compliance with safety policies and procedures.	N/A
1. Storage area is secured by a locking mechanism.	1	4. Safety audit results communicated to all program personnel.	N/A
2. All items are inventoried at least monthly.	1	5. Minutes of meetings recorded and retained on file for 2 years.	N/A
3. Deteriorated or expired items are stored in a quarantine area, separate from usable items.	1		

Comments: No deficiencies found.

Compliance Officer: Thomas DiBernardo/Yvette Evans

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Inspection Narrative (Section 401.31, F.S.)

Service Name: Elite Medical Transport #10075 Date: April 16, 2024 County: Monroe

Comments (Use additional sheet if necessary)

Records and Facilities: No deficiencies found. The binder employed for storing essential documents was well-organized, ensuring easy identification of each document. All policies and procedures and Medical Director documentation were provided and adhered to in accordance with (64J-1, F.A.C.)

Records Supplemental: No deficiencies found. Personnel records and documentation were provided and adhered to in accordance with (64J-1, F.A.C.)

ALS Inspection: No deficiencies found. Medical supplies and equipment meets inspection criteria and adhered to in accordance with (401, F.S., Chapter 64J-1, F.A.C.)

BLS Inspection: No deficiencies found. Crew credentials, vehicle requirements, medical supplies and equipment meets inspection criteria and adhered to in accordance with (316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822)

Thank you, Isa and Todd for the visit. It was delightful to meet and your team during the site visit. We encountered no deficiencies. We appreciate your continuous support and contribution to emergency medical services and the community. Your continued support of emergency medical services is deeply appreciated.

Site reviewer: Thomas DiBernardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
Personnel Records (Section 401.31, F.S.)

Service Name: Elite Medical Response LLC Inspection Date: 4/16/2024 Total Number of Personnel: 20 Number of Files Reviewed: 4

Inspector Name: Thomas DiBernardo

	Name of Personnel – EMT/PMD/RN # *John Doe, PMD/EMT or RN XXXXXX*	Date of Employment	Record of Training Yes/No	EMT/Para. Cert. Type and Exp. Date 12/1/2016	CPR/ACLS Cert. Type and Exp. Date	Driving Record Verified Yes/No Date	Valid D.L. Yes/No Exp. Date	EVOC Training Yes/No Date	Statement for Ambulance Driver Only			
									Alcohol Or Drug Yes/No	Phys. or Mental Yes/No	18 YOA Yes/No	First Aid or Personal Safety Card Yes/No Exp. Date
1.	*Jose Puri PMD528196*	04/01/2024	YES	12/01/2024	09/2024	Yes	Yes 06/29	Yes	Yes	Yes	Yes	N/A
2.	Jose Chacon EMT574901	04/01/2024	YES	12/01/2024	03/2025	Yes	Yes 01/30	Yes	Yes	Yes	Yes	N/A
3.	Keilor Zuniga EMT574828	04/01/2024	YES	12/01/2024	09/2024	Yes	Yes 05/29	Yes	Yes	Yes	Yes	N/A
4.	Brandon Ferbeyre PMD535697	04/01/2024	YES	12/01/2024	11/2025	Yes	Yes 08/29	Yes	Yes	Yes	Yes	N/A
5.			YES			N/A			N/A	N/A	N/A	N/A
6.			YES			N/A			N/A	N/A	N/A	N/A
7.			YES			N/A			N/A	N/A	N/A	N/A
8.			YES			N/A			N/A	N/A	N/A	N/A
9.			YES			N/A			N/A	N/A	N/A	N/A
10.			YES			N/A			N/A	N/A	N/A	N/A
11.			YES			N/A			N/A	N/A	N/A	N/A
12.			YES			N/A			N/A	N/A	N/A	N/A
13.			YES			N/A			N/A	N/A	N/A	N/A
14.			YES			N/A			N/A	N/A	N/A	N/A
15.			YES			N/A			N/A	N/A	N/A	N/A
16.			YES			N/A			N/A	N/A	N/A	N/A
17.			YES			N/A			N/A	N/A	N/A	N/A
18.			YES			N/A			N/A	N/A	N/A	N/A
19.			YES			N/A			N/A	N/A	N/A	N/A
20.			YES			N/A			N/A	N/A	N/A	N/A
21.			YES			N/A			N/A	N/A	N/A	N/A
			YES			N/A			N/A	N/A	N/A	N/A

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
ADVANCED LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Elite Medical Transport **Inspection Date:** 2024 April 16 **Unit No.**

Inspection Codes:
1 = Item meets inspection criteria.
1a = Item corrected during inspection to meet criteria.
2 = Items not in compliance with inspection criteria.

Rating Categories:
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ALS EQUIPMENT AND MEDICATIONS

MEDICATIONS	WT/VOL	QTY	
1. Atropine Sulfate			1
2. Dextrose, 50 percent			1
3. Epinephrine HCL	1:1,000 1 mg/ml		1
4. Epinephrine HCL	1: 10,000 1 mg/10cc		1
5. Ventricular dysrhythmic			1
6. Benzodiazepine sedative/anticonvulsant			*
7. Naloxone (Narcan)	1 mg/ml 2 mg amp.		1
8. Nitroglycerin	0.4 mg	Spray or tablet	1
9. Inhalant beta adrenergic agent	Nebulizer apparatus approved by the Medical Director		1

IV SOLUTIONS MINIMUM QTY	MINIMUM AMOUNTS		
1. Lactated Ringers or Normal Saline		In any combination	1

Medical Equipment		
a. Laryngoscope handle with batteries		1
b. Laryngoscope blades, adult, child and infant sizes		1
c. Pediatric IV arm board or splint appropriate for IV stabilization		1
d. Disposable endotracheal tubes; adult, child and infant sizes (Two each within the ranges 2.5mm – 5.0mm shall be uncuffed; range 5. mm – 7.0mm; 7.5mm – 9.0mm)		1
e. Pediatric and adult endotracheal tube stylets.		1
f. Pediatric and adult Magill forceps.		1
g. Device for intratracheal meconium suctioning in newborns		1
h. Tourniquets		1
i. IV cannulae between 14 and 24 gauge		1
j. Micro drip sets		1
k. Macro drip sets		1
l. IV pressure infuser		1
m. Needles between 18 and 25 gauge		1

MEDICAL EQUIPMENT (Cont.)		
n. Intraosseous needles 15 or 16 gauge and three way stop-cocks. As allowed by medical director.		1
o. Syringes from 1 ml. To 20 ml.		1
p. DC battery powered portable monitor defibrillator capable of delivering energy below 25 watts/sec with adult and pediatric paddles (or pediatric paddle adapters) and EKG printout and spare battery.		1
q. Adult and pediatric monitoring electrodes.		1
r. Pacing electrodes, if monitor or defibrillator requires.		1
s. Glucometer approved by the Medical Director		1
t. Approved sharps container per Chapter 64J-E, F.A.C		1
u. Flexible suction catheters		1
v. Electronic waveform capnography capable of real-time monitoring and printing record of the intubated patient		1
w. Pediatric length based measurement tape for equipment selection and drug dosage		1

Other ALS Requirements	
1. Standing orders – authorized by current medical director within last 24 months	1
2. Controlled substances stored in a locked drug compartment.	*
3. Controlled substance written vehicle log:	*
A. Inventory conducted at beginning and end of shift.	*
B. Log consecutively, permanently numbered pages.	*
C. Log on each vehicle specifies:	1
1. Vehicle unit or number;	1
2. Name of employee conducting inventory;	1
3. Date and time of inventory;	1
4. Name, weight, volume or quantity and expiration date of each controlled substance;	1
5. Run report no. (if administered);	1
6. Each amount administered or disposed;	1
7. Printed name and signature of administering Paramedic or other authorized licensed professional.	1
8. Printed name and signature of person witnessing the disposal of each unused portion.	1

Comments:

All Items Compliant

Compliance Officer: Thomas DiBewrnardo

STATE OF FLORIDA
DEPARTMENT OF HEALTH · EMERGENCY MEDICAL SERVICES
BASIC LIFE SUPPORT VEHICLE INSPECTION REPORT (SECTION 401.31, F.S.)

Service Name: Elite Medical Response Inspection Date: 2024 April 16 County: Monroe Type of Inspection: Scheduled

Vehicle Information: Unit# R51 Year/Make: 2023 PRO MASTER Permit Type: ALS Permit# 0025815

VIN 3C6LRVDG6PE519179 Tag# 10DPZW

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2 = Intermediate support equipment, medical supplies, drugs, records or procedures
3 = Minimal support equipment, medical supplies, records or procedures

Name	EMT/PARA/DRIVER	CERTIFICATE NUMBER
Jose Puel	Paramedic	PMD528196
Jose Chacon	EMT	EMT574901

Crew credentials: Section 401.27(1) And 401.281, F.S.

Minimum Staffing = One EMT and One Driver

I. VEHICLE REQUIREMENTS (Sections 316 and 401, F.S., Chapter 64J-1, F.A.C. and KKK-A-1822	
1. Exhaust System	1
2. Exterior Lights:	1
A. Head lights (high and low beam)	1
B. Turn signals	1
C. Brake Lights	1
D. Tail Lights	1
E. Back-up lights and audible warning device	1
3. Horn	1
4. Windshield wipers	1
5. Tires	1
6. Vehicle free of rust and dents	1
7. Two-way radio communication – radio test	1
A. Hospital (cab and patient compartment)	1
B. Dispatch Center	1
C. Other EMS units	1
8. Emergency Lights	1
9. Siren	1
10. Two ABC fire extinguishers fully charged and inspected in brackets. Minimum 5 lbs each.	1
11. Doors open properly, close securely.	1
12. Rear and side view mirrors.	1
13. Windows and windshield	1
II. TRANSPORT VEHICLE REQUIREMENTS (Section 401, F.S., and Chapter 64J-1, F.A.C. and KKK-A-1822).	
1. Primary stretcher and three straps.	1
2. Auxiliary stretcher and two straps.	1
3. Two ceiling mounted IV holders.	1
4. Two no-smoking signs.	1
5. Overhead grab rail.	1
6. Squad bench and three sets of seat belts.	1
7. Interior lights.	1
8. Exterior floodlights.	1
9. Loading lights.	1
10. Heat and air conditioning with fan.	1
11. Word-"Ambulance" – sides, back and mirror image front.	1
III. MEDICAL EQUIPMENT FOR TESTING (Chapter 64J-1, F.A.C., and KKK-A-1822)	
1. Installed suction. (Transport only)	1
Items 14, 18 and 26 in section IV must be tested.	N/A
IV. MEDICAL SUPPLIES AND EQUIPMENT (Chapter 64J-1, F.A.C., GSA KKK-A-1822)	
1. Bandaging, dressing and taping supplies:	1
a. Rolls adhesive, silk or plastic tape.	1
b. Sterile gauze pads, any size	1
c. Triangular bandages	1
d. Roller gauze	1
e. ABD (minimum 5x9 inch) pads	1
2. One pair of Bandage Shears	1
3. One set each, patient restraints – wrist and ankle	1
4. One each blood pressure cuffs: infant, pediatric, and adult.	1
5. One stethoscope: pediatric and adult	1
6. Blankets	1
7. Sheets. (not required on non-transport vehicles)	1
8. Pillows with waterproof covers and pillowcases or disposable single use pillows. (Not required on non-transport vehicles.)	1
9. One disposable blanket or patient rain cover.	1
10. One long spine board and three straps or equivalent.	1
11. One short spine board and two straps or equivalent.	1
12. One each adult and pediatric cervical immobilization device (CID), approved by the medical director of the service. This approval must be in writing and made available by the provider for the department to review.	1
13. Set of padding for lateral lower spine immobilization of pediatric patients or equivalent.	1
14. Two portable oxygen tanks, "D" or "E" cylinders, with one regulator and gauge. Each tank must have a minimum pressure of 1000 psi.	1
15. Each transparent oxygen masks; adult, child and infant sizes, with tubing	1
16. Set of pediatric and adult nasal cannulae with tubing.	1
17. One each hand operated bag-valve mask resuscitators, adult and pediatric accumulator, including adult, child and infant transparent masks capable of use with supplemental oxygen.	1
18. One portable suction, electric or gas powered, with wide bore tubing and tips, which meet the minimum standards as published by the GSA in KKK-A-1822 specifications.	1
19. Assorted sizes of extremity immobilization devices.	1
20. One lower extremity traction splint. (Pediatric and Adult)	1
21. One sterile obstetrical kit to include, at minimum, bulb syringe, sterile scissors or scalpel and cord clamps or cord-ties.	1
22. Burn sheets.	1
23. One flashlight with batteries.	1
24. Occlusive dressings.	1
25. Assorted sizes of oropharyngeal airways. Pediatric and Adult	1
26. One installed oxygen with regulator gauge and wrench, minimum "M" size cylinder. (Other installed oxygen delivery systems, such as liquid oxygen, as allowed by medical director. This approval must be in writing and available to the department for review.)	1
27. Sufficient quantity of gloves – suitable to provide barrier protection from biohazards for all crew members.	1
28. Sufficient quantity of each for all crewmembers – Face Masks – both surgical and respiratory protective.	1
29. Assorted pediatric and adult sizes rigid cervical collars as approved in writing by the medical director and available for review by the department.	1
30. Nasopharyngeal airways, French or mm equivalents (infant, pediatric, and adult)	1
31. One approved biohazardous waste plastic bag or impervious container per Chapter 64J-E, F.A.C. 31a. Pediatric length based measurement device for equipment selection and drug dosage	1
32. One per crewmember, safety goggles or equivalent meeting A.N.S.I.Z87.1 standard.	1
33. Bulb syringe separate from obstetrical kit.	1
34. Thermal absorbent reflective blanket.	1
35. Multi-trauma dressings.	1

GENERAL SANITATION (Section 401.26(2)(e), F.S.
I. Vehicle and Contents X Satisfactory ☐ Unsatisfactory

Comments:

All items Accounted.

Thomas DiBernardo

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #5

Demand and Need for Service

Hardee County, with a population of nearly 30,000, has extremely limited healthcare resources— with 25 beds at the hospital and one skilled nursing facility. These limitations force the critically injured and ill to be sent outside the county, especially for emergencies or specialized treatment. Sometimes these transports are long.

In just the past 2 years and 4 months, Elite Medical Response has completed 647 medical transports, averaging over 23 transports per month. This high and consistent volume clearly shows the community's need for Elite Medical Response. Ensuring safe, timely access to essential care not available locally.

Elite Medical Response has proven to be more than a support service—it is a critical link in the county's healthcare chain, ensuring residents receive the care they need when and where they need it. Continued and expanded support for their services is not only justified, it is essential.

Elite Medical Response does not take this responsibility lightly. In the last year and a half we have trained every paramedic to the critical care standard. Additionally, we have added Critical Care Registered Nurses on its staff for the most critically compromised patients. We also routinely provide Bariatric transport for the morbidly obese patients.

Elite Medical Response is setting higher standards in medical transport. We are proud to serve Hardee County.



201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #6

Proposed Rate Sheet

ELITE
MEDICAL RESPONSE

Service Level		Fee
Mileage	A0425	$12.50/mile
ALS Emergent	A0427	$750.00
BLS Emergent	A0429	$650.00
ALS 2	A0433	$850.00
CCT	A0434	$950.00
ALS Non-Emergent	A0428	$650.00
BLS Non-Emergent	A0426	$550.00
Bariatric Transport (added to LOS)		$250 crew of 4
Added Member for Bariatric Transport		$50/Additional Crew Member
Non-Medical Service		
Non-Med STR Service		$100.00
Mileage NMS, NMS Bari, NMS B/R		$3.50/Mile
NMS Bariatric Transport		$250.00 Crew of 4
Added Member for Bariatric Transport		$50.00
Wait Time First Hour		Free
Additional Wait Time		$150.00/Hour
Additional Services		
ALS Standby		$150.00/Hour
BLS Standby		$125.00/Hour
Body Removal		$500.00

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #7

The address of the applicants present and proposed base station location and all sub-stations. If approved, must be able to show proof of residency in Hardee County with exception of air transport.

1. Address
201 Commercial Ct.
Sebring, FL 32876
2. Address
4030 Kidron Road
LAKELAND, FL 33811
3. Address
210 West Gibson Street
ARCADIA, FL 34266
4. Address
340 Pike Road
WEST PALM BEACH, FL 33411
5. Address
700 8th Court
VERO BEACH, FL 32962
6. Address
10143 Overseas Highway
Key Largo, FL 33037

Elite Medical Response currently services Hardee County with an excellent response time. In the last year we have not been late to any calls and have a less than 1 hour response for intra-facility calls. While industry standard is 2 hour window. With that we would be willing to further establish a presence in Hardee County.

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 8

The year, model, type, Department of Health and Rehabilitative Services permit number, motor vehicle, or FAA license number and mileage of every ambulance, rescue vehicle, aircraft or other type of transporting or responding vehicle used by the applicant.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
Department of Public Safety
COPCN Certificate Vehicles

	STATE # EMR	ALS OR BLS	YEAR	MAKE	VIN #	Mileage
HARDEE						
M-2	25831	ALS	2020	FORD	1FDBR1CG7LKB66890	169,739
	7352	BLS				
M-4	25827	ALS	2020	FORD	1FDBR1CGXLKN79004	162,053
	7316	BLS				
M-5	25825	ALS	2022	FORD	1FDBR1CG1NKA76203	101,762
	7314	BLS				
M-6	25830	ALS	2018	FORD	1FDYR2CM4JKA48329	337,398
	7320	BLS				
M-7	25826	ALS	2022	FORD	1FDBR1CG7NKA76237	95,078
	7315	BLS				
M-8	25935	ALS	2017	FORD	1FDWE3FS5HDC61159	315,521
	7317	BLS				
M-28	25821	ALS	2023	RAM PROMASTER 2500	3C6LRVDG0PE535877	64,025
	7310	BLS				
M-30	25817	ALS	2023	RAM PROMASTER 2500	3C6LRVDG4PE579414	96,145
	7306	BLS				
M-31	25819	ALS	2023	RAM PROMASTER 2500	3C6LRVDG5PE572309	95,078
	7308	BLS				
M-32	25933	ALS	2023	RAM PROMASTER 2500	3C6LRVDGXPE579417	94,384
	7307	BLS				
M-34	25823	ALS	2023	RAM PROMASTER 2500	3C6LRVDG9PE583426	4,069
	7312	BLS				

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 9

A copy of the vehicle permit application.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25831 BLS 7352

Manufacturer: FORD Year/Model: 2020 TRANSIT

Vehicle Identification Number: 1FDBR1CG7LKB66890

Mileage: 169,739 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-2 License Plate Number: DM94FN

Signature

VP Gov Affairs
Title

6/1/25
Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25827 BLS 7316

Manufacturer: FORD Year/Model: 2020 TRANSIT

Vehicle Identification Number: 1FDBR1CGXLKN79004

Mileage: 162,053 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-4 License Plate Number: DM95FN

Signature VP Gov Aff Fairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25825 BLS 7314

Manufacturer: FORD Year/Model: 2022 TRANSIT

Vehicle Identification Number: 1FDBR1CG1NKA76203

Mileage: 101,762 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-5 License Plate Number: DM32FN

Signature | Title: VP Gov Affairs | Date: 6/1/25

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25830 BLS 7320

Manufacturer: FORD Year/Model: 2018 TRANSIT

Vehicle Identification Number: 1FDYR2CM4JKA48329

Mileage: 337,398 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-6 License Plate Number: DM09FP

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25826 BLS 7315

Manufacturer: FORD Year/Model: 2022 TRANSIT

Vehicle Identification Number: 1FDBR1CG7NKA76237

Mileage: 95,078 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-7 License Plate Number: DM31FN

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. **Type of Vehicle:** ☑ ALS ☑ BLS ☐ AIR

2. **Type of Application:** ☐ New ☑ Renewal

3. **Vehicle Data:** State ALS / BLS Vehicle License Number: ALS 25935 BLS 7317

Manufacturer: FORD Year/Model: 2917 TRANSIT

Vehicle Identification Number: 1FDWE3FS5HDC61159

Mileage: 315,521 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-8 License Plate Number: DM93FN

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25821 BLS 7310

Manufacturer: DODGE Year/Model: 2023 PROMASTER 2500

Vehicle Identification Number: 3C6LRVDG0PE535877

Mileage: 64,025 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-28 License Plate Number: AM93RX

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25817 BLS 7306

Manufacturer: DODGE Year/Model: 2023 PROMASTER 2500

Vehicle Identification Number: 3C6LRVDG4PE579414

Mileage: 96,145 Color Scheme: RED, WHITE AND BLACK
(Attach photograph of vehicle)

Unit Number: M-30 License Plate Number: 09EIUA

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. Type of Vehicle: ☑ ALS ☑ BLS ☐ AIR

2. Type of Application: ☐ New ☑ Renewal

3. Vehicle Data: State ALS / BLS Vehicle License Number: ALS 25819 BLS 7308

Manufacturer: DODGE Year/Model: 2023 PROMASTER 2500

Vehicle Identification Number: 3C6LRVDG5PE572309

Mileage: 95,078 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-31 License Plate Number: 10EIUA

Signature VP Gov Affairs Title 6/1/25 Date

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PUBLIC SAFETY

COPCN AMBULANCE PERMIT APPLICATION FORM

Name of Service: ELITE MEDICAL RESPONSE

Business Address: 201 COMMERCIAL CT.

City and Zip Code: SEBRING, FL 33876 Business Phone Number: 1-877-605-3204

USE SEPARATE APPLICATION FORM FOR EACH VEHICLE

1. **Type of Vehicle:** ☑ ALS ☑ BLS ☐ AIR

2. **Type of Application:** ☐ New ☑ Renewal

3. **Vehicle Data:** State ALS / BLS Vehicle License Number: ALS 25933 BLS 7307

Manufacturer: DODGE Year/Model: 2023 PROMASTER 2500

Vehicle Identification Number: 3C6LRVDGXPE579417

Mileage: 94,384 Color Scheme: RED, WHITE AND BLACK

(Attach photograph of vehicle)

Unit Number: M-32 License Plate Number: 11EIUA

Signature VP Gov Affairs Title 6/1/25 Date

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 10

A description of the applicant's communication system, including its assigned frequency, call numbers, mobiles, portables, range and hospital communications ability

Elite Medical Response's communication system start with a IAED consists of 25 watt mobile and portable Kenwood UHF radios that operate on a Florida statewide NXDN trunked radio system. The radios also have the ability to operate on the state of Florida Medcom UHF channels for hospital interoperability. The FCC callsigns associated within the area of operation in Hardee county are as follows: WRKJ975, WNPB632 & WQON866

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 11

The name of the municipalities and description of the geographical area that the applicant currently authorized to serve in Florida or any area outside of the State of Florida.

Elite Medical Response's foot print in Florida continues to grow. We currently service;

1. Highlands County (State Headquarters)
2. Hardee County
3. Polk County
4. Osceola County
5. Indian River County
6. Okeechobee County
7. Hendry County
8. Desoto County
9. Monroe County
10. Palm Beach County



201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #12

Compilation Statement showing assets and liabilities prepared by a certified public accountant.

CliftonLarsonAllen LLP
CLAconnect.com

Board of Directors and Management
Positive Mobility Inc.
Sebring, Florida

We have audited the financial statements of Positive Mobility Inc. as of and for the year ended December 31, 2023, and have issued our report thereon dated October 22, 2024. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, as well as certain information related to the planned scope and timing of our audit in our statement of work dated September 6, 2024. Professional standards also require that we communicate to you the following information related to our audits.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Positive Mobility Inc. are described in Note 1 to the financial statements.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The were no sensitive estimates affecting the financial statements.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audits

We encountered no significant difficulties in dealing with management in performing and completing our audits.

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Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated October 22, 2024.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other audit findings or issues

There are no other findings or issues that arose during the audit that are, in our professional judgement, significant and relevant to your oversight of the financial reporting process.

* * *

This communication is intended solely for the information and use of the members and management of Positive Mobility Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Lakeland, FL
October 22, 2024

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT

FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2023 AND 2022



CPAs | CONSULTANTS | WEALTH ADVISORS

CLAconnect.com

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT
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YEARS ENDED DECEMBER 31, 2023 AND 2022

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CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT

Board of Directors and Management
Positive Mobility Inc
dba: Positive Medical Transport
Sebring, Florida

We have audited the accompanying financial statements of Positive Mobility Inc. dba: Positive Medical Transport (an S corporation), which comprise the statements of assets, liabilities, and stockholder's equity (deficit) – income tax basis as of December 31, 2023 and 2022, and the related statements of revenue and expenses – income tax basis, changes in stockholder's equity (deficit) – income tax basis, and statement of cash flows – income tax basis for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Positive Mobility Inc. dba: Positive Medical Transport as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with the basis of accounting the Company uses for income tax purposes as described in Note 1.

Basis of Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of Positive Mobility Inc. dba: Positive Medical Transport and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the basis of accounting the entity uses for income tax purposes, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Positive Mobility Inc. dba: Positive Medical Transport's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Positive Mobility Inc. dba: Positive Medical Transport's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Positive Mobility Inc. dba: Positive Medical Transport's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audits.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Lakeland, Florida
October 22, 2024

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT
STATEMENTS OF ASSETS, LIABILITIES, AND STOCKHOLDER'S EQUITY (DEFICIT) – INCOME TAX BASIS
DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 154,902	$ 139
Total Current Assets	154,902	139
PROPERTY AND EQUIPMENT, NET	275,052	437,267
Total Assets	$ 429,954	$ 437,406
LIABILITIES AND STOCKHOLDER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Line of Credit	$ -	$ 144,184
Current Maturities of Long-Term Debt	-	51,500
Other Current Liability	-	8,546
Accrued Expenses	1,971	3,515
Stockholder Loan	89,943	-
Total Current Liabilities	91,914	207,745
LONG-TERM LIABILITIES		
Long-Term Debt, Less Current Maturities	-	134,812
Total Long-Term Liabilities	-	134,812
Total Liabilities	91,914	342,557
STOCKHOLDER'S EQUITY (DEFICIT)		
Common Stock - 500 Shares Authorized, $1 Par Value; 500 Shares Issued and Outstanding	500	500
Additional Paid-In Capital	535,306	10,000
Retained Earnings (Deficit)	(197,766)	84,349
	338,040	94,849
Total Liabilities and Stockholder's Equity (Deficit)	$ 429,954	$ 437,406

See accompanying Notes to Financial Statements.

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT
STATEMENTS OF REVENUE AND EXPENSES – INCOME TAX BASIS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
REVENUE		
Patient Service Revenue	$ 2,331,618	$ 2,770,065
EXPENSES		
Salaries and Employee Benefits	1,986,910	2,012,832
Supplies and Other Operating Costs	1,050,260	1,001,364
Interest Expense	25,725	13,028
Depreciation	155,957	196,608
Total Expenses	3,218,852	3,223,832
LOSS FROM OPERATIONS	(887,234)	(453,767)
OTHER INCOME		
Other Income - See Note 1	599,095	-
Gain on Sale of Property	6,024	124,736
Total Other Income	605,119	124,736
NET LOSS	$ (282,115)	$ (329,031)

See accompanying Notes to Financial Statements.

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT
STATEMENTS OF CHANGES IN STOCKHOLDER'S EQUITY (DEFICIT) – INCOME TAX BASIS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	Common Stock	Additional Paid in Capital	Retained Earnings (Deficit)	Total Stockholder's Equity (Deficit)
BALANCE - DECEMBER 31, 2021	$ 500	$ 10,000	$ 417,366	$ 427,866
Distributions	-	-	(3,986)	(3,986)
Net Loss	-	-	(329,031)	(329,031)
BALANCE - DECEMBER 31, 2022	500	10,000	84,349	94,849
Contributions	-	525,306	-	525,306
Net Loss	-	-	(282,115)	(282,115)
BALANCE - DECEMBER 31, 2023	$ 500	$ 535,306	$ (197,766)	$ 338,040

See accompanying Notes to Financial Statements.

POSITIVE MOBILITY INC.
DBA: POSITIVE MEDICAL TRANSPORT
STATEMENTS OF CASH FLOWS – INCOME TAX BASIS
YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Loss	$ (282,115)	$ (329,031)
Adjustments to Reconcile Net Loss to Net Cash Provided (Used) by Operating Activities:		
Depreciation	155,957	196,608
Gain on Sale of Property	(6,024)	(124,736)
Reimbursement Income - See Note 1	(599,095)	-
Changes in Operating Assets and Liabilities:		
Other Current Liability	(8,546)	1,390
Accrued Expenses	(1,544)	1,352
Net Cash Used by Operating Activities	(741,367)	(254,417)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Equipment	(4,003)	(89,547)
Proceeds from the Sale of Equipment	16,285	148,024
Net Cash Provided by Investing Activities	12,282	58,477
CASH FLOWS FROM FINANCING ACTIVITIES		
Net Borrowings (Payments) on Line of Credit	(144,184)	144,184
Payments of Long-Term Debt	(186,312)	(116,151)
Proceeds from Shareholder Loan	89,943	-
Proceeds from Reimbursement - See Note 1	599,095	-
Contributions	525,306	-
Distributions	-	(3,986)
Net Cash Provided by Financing Activities	883,848	24,047
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	154,763	(171,893)
Cash and Cash Equivalents - Beginning of Year	139	172,032
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 154,902	$ 139
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash Paid During the Year for Interest	$ 25,725	$ 13,028
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Equipment Purchase Financed Through Debt	$ -	$ 171,406

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Entity

Positive Mobility Inc. dba: Positive Medical Transport (the Company) is a critical care and interfacility medical transportation organization, offering advanced life support transport. In the beginning of 2022, the Company closed the Paratransit division and is fully focused on growing their ambulance services, including nonmedical stretcher. The Company serves Central Florida and is locally owned and operated.

Concentration of Credit Risk

Substantially all cash is deposited in one financial institution. At times, amounts on deposit may be in excess of the Federal Deposit Insurance Corporation (FDIC) insurance limit. The Company performs periodic credit evaluations of its customers' financial condition and generally grants credit on an unsecured basis.

Prepaid Expenses

Prepaid expenses consist primarily of payroll advances.

Property and Equipment

Medical and transport equipment, office equipment, and other property are stated at cost, less accumulated depreciation. The cost of property and equipment is depreciated using accelerated methods over statutory lives of 3 to 39 years. Depreciation expense was $155,957 and $196,608 for the years ended December 31, 2023 and 2022, respectively.

Use of Estimates

The preparation of financial statements in conformity with the income tax basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue

Patient service revenue is reported at the amount that reflects the consideration to which the Company has received in exchange for services rendered.

Asset and Stock Purchase Agreement and Transition Agreement

On August 31, 2023, the Company entered into an asset and stock purchase agreement with Visionary Healthcare Solutions LLC. The purchase price is subject to the terms of the asset and stock purchase agreement and as part of the asset purchase all debts of the company were relieved as of August 31, 2023. The funds to pay off the debt are recorded as contributions in additional paid in capital on the Statements of Changes in Stockholder's Equity (Deficit) – Income Tax Basis. The debts relieved are as follows:

Description	Amount
Note payable - Heartland National Bank, due in monthly payments of $3,341, plus interest calculated at 5.25%, until maturity in October 2027. The loan is secured by vehicles	$ 149,961
Line of Credit	302,122
Credit Card Liabilities	12,217
Total	$ 464,300

The Company is subject to a transition agreement until the equity closing date, which occurred on May 9, 2024. The Company received income for reimbursement of expenses under the transition agreement of $599,095 for the year ended December 31, 2023. This is reported as other income on the Statements of Revenue and Expenses – Income Tax Basis.

Subsequent Events

Subsequent events have been evaluated through October 22, 2024, which is the date the financial statements were available to be issued.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events (Continued)

All assets of the Company were purchased on August 31, 2023 for $700,000, subject to a transition agreement until the equity closing date. Subsequent to year end, the equity closing date was finalized and the remaining $450,000 held in escrow, after payoff of debt in 2023, was released to the stockholder as of May 9, 2024. As of May 9 2024, the Company was owned by Visionary Healthcare Solutions, LLC. The allocation of the purchase price is as follows:

	Amount
Ambulances	$ 420,000
Licenses	210,000
Equipment	70,000
Total	$ 700,000

NOTE 2 PATIENT SERVICE REVENUE

Patient service revenue is reported at the amount that reflects the consideration to which the Company expects to be paid for providing ambulance transportation and patient care. These amounts, representing transaction price, are due from patients, third-party payors (including health insurers and government programs), and others and includes variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Company bills the patients and third-party payors several days after the services are performed. The Company follows the income tax basis of accounting with a cash basis election. Under this basis, revenue is generally recognized when received rather than when earned

The Company determines the transaction price based on standard charges for services provided, reduced by contractual adjustments provided to third-party payors, discounts provided to uninsured patients in accordance with the Company's policy, and/or implicit price concessions provided to uninsured patients. Estimated contractual adjustments and discounts are based on contractual agreements, its discount policies, and historical experience. Estimated implicit price concessions are based on its historical collection experience for applicable patient portfolios. Agreements with third-party payors provide for payments at amounts less than established charges. A summary of the payment arrangements with major third-party payors follows:

Medicare

Services rendered to Medicare program beneficiaries are paid at the lower of the billed amount or a prospectively determined fee schedule amount. The fee schedule payment for medical transportation services equals a base rate for the service plus payment for mileage and applicable adjustment factors.

NOTE 2 PATIENT SERVICE REVENUE (CONTINUED)

Medicaid

Services rendered to Medicaid program beneficiaries are paid at the lower of submitted charges, or a fee schedule amount. The fee schedule payment for medical transportation services equals a base rate for the service plus payment for mileage and applicable adjustment factors.

Others

The Company has also entered into payment agreements with certain commercial insurance carriers, health maintenance organizations, and preferred provider organizations. The basis for payment to the Company under these agreements includes prospectively determined rates and discounts from established charges.

Laws and regulations concerning government programs, including Medicare and Medicaid, are complex and subject to varying interpretation. Compliance with such laws and regulations may also be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties, and potential exclusion from the related programs. There can be no assurance that regulatory authorities will not challenge the Company's compliance with these laws and regulations, and it is not possible to determine the impact (if any) such claims or penalties would have upon the Company. In addition, the contracts the Company has with commercial payors also provide for retroactive audit and review of claims.

The Company provides care to patients regardless of their ability to pay. Therefore, the Company has determined it has provided implicit price concessions to uninsured patients and patients with other uninsured balance (for example, copays and deductibles). The implicit price concessions included in estimating the transaction price represent the difference between amounts billed to patients and the amount the Company expects to collect based on its collection history with those patients.

Patients who meet the Company's criteria for charity care are provided care without charge or at amounts less than established rates. Such amounts determined to qualify as charity care are not reported as revenue.

Patient service revenue by major payor source is summarized below:

	2023	2022
Governmental Payors	$ 752,035	$ 781,805
Other Third-Party Payors	1,375,233	1,767,718
Patients	163,104	184,455
Other Refunds and Adjustments	41,245	36,087
Total	$ 2,331,618	$ 2,770,065

Approximately 33% and 29% of patient service revenue is from participation in the Medicare and state-sponsored Medicaid programs for the years ended December 31, 2023 and 2022, respectively.

NOTE 3 PROPERTY AND EQUIPMENT, NET

A summary of property and equipment included the following at December 31:

	2023	2022
Medical Equipment and Vehicles	$ 1,532,159	$ 2,052,242
Leasehold Improvements	121,108	121,108
Total Property and Equipment	1,653,267	2,173,350
Less: Accumulated Depreciation	(1,378,215)	(1,736,083)
Property and Equipment, Net	$ 275,052	$ 437,267

NOTE 4 LINE OF CREDIT

The Company established a line of credit in the amount of $300,000 with a financial institution with a renewal period every twelve months. Borrowings on the line accrued interest at a variable interest rate of *The Wall Street Journal* prime rate plus 1.000%, rounded to the nearest 0.125%, with a floor of 5.000% as defined in the line of credit agreement. As of December 31, 2023 and 2022, the interest rate was 9.25% and 8.5%, respectively, with an available balance on the line of $-0- and $144,184, respectively. The line was secured by the assets of the Company and was personally guaranteed by the stockholder and collateralized by assets of the stockholder.

NOTE 5 OPERATING LEASES

The Company leases office facilities from a related party under a month-to-month lease agreement. The facility leases payments are $2,500 per month for all years presented and are considered short-term lease cost.

The Company leases warehouse space. The Company renewed the lease that expired in 2024 for an additional five years. In the normal course of business, it is expected that this lease will be renewed or replaced by a similar lease.

Future minimum lease payments under noncancelable operating leases with initial or remaining terms in excess of one year are:

Year Ending December 31,	Amount
2024	$ 33,929
2025	35,343
2026	36,517
2027	37,741
2028	39,007
Thereafter	6,537
Total	$ 189,074

NOTE 6 LONG-TERM DEBT

Long-term debt consisted of the following at December 31:

Description	2023	2022
Note payable - Heartland National Bank, due in monthly payments of $2,392, plus interest calculated at 5.25%, until maturity in January 2023. The loan is secured by vehicles.	$ -	$ 2,382
Note payable - Heartland National Bank, due in monthly payments of $2,331, plus interest calculated at 5.25%, until maturity in May 2023. The loan is secured by vehicles.	-	11,194
Note payable - Samsara, due in monthly principal only payments of $2,080, until maturity in March 2023. The loan is secured by the assets purchased.	-	6,240
Note payable - Heartland National Bank, due in monthly payments of $3,341, plus interest calculated at 5.25%, until maturity in October 2027. The loan is secured by vehicles.	-	166,496
Total	-	186,312
Less: Current Maturities	-	51,500
Long-Term Portion	$ -	$ 134,812

As of August 31, 2023, all long-term debt was paid off as part of the transaction discussed in the Asset and Stock Purchase Agreement and Transition Agreement section of Note 1.

NOTE 7 COMMITMENTS AND CONTINGENCIES

Compliance

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. The health care laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and billing regulations. Violations of these laws and regulations could result in expulsion from government healthcare programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. Management believes that the Company is in substantial compliance with applicable government laws and regulations.

NOTE 8 RETIREMENT PLAN

Beginning March 2018, the Company has a 401(k) plan for the benefit of employees who meet certain eligibility requirements. The plan includes a salary deferral arrangement allowed under Section 401(k) of the IRC. Eligible participants are permitted to elect to have a percentage or a dollar amount, limited by plan provisions, of their compensation contributed. The Company may, at its discretion, elect to make a matching contribution to the plan. During 2023 and 2022, the Company incurred expense of approximately $22,481 and $27,878, respectively, related to this plan which is included in Salaries and Employee Benefits in the accompanying statements of operations.

NOTE 9 LIQUIDITY

The company has reported at a net loss for the years ended December 31, 2023 and 2022. These losses have impacted the company's liquidity position, as reflected in the financial statements. As noted in Note 1, the company entered into a transition agreement in the fiscal year with Visionary Healthcare Solutions LLC. As part of this agreement, all debts of the company were relieved and the funds to pay off the debt were recorded as contributions in additional paid-in-capital. This significant reduction in liabilities has positively impacted the company s liquidity position. Furthermore, the company received management fee income for reimbursement expenses under the transition agreement. This income has contributed to the company's efforts to stabilize its financial position during the transition period.

Management is confident that the new strategies and plans being implemented will bring the company back to profitability and improve its liquidity. The focus on enhancing operational efficiency, expanding service offerings, and optimizing cost structures is expected to generate positive cash flows and strengthen the company's financial health in the coming years.

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment #13

Proof that the applicant possesses all required Federal or State licenses and permits.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: ELITE MEDICAL RESPONSE, LLC Provider Number # 10075
Name of Provider

10143 OVERSEAS HIGHWAY, KEY LARGO, FLORIDA 33037
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

MONROE
County (s)

Michael Hall, Section Administrator
Emergency Medical Services
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 02/21/2026

This certificate shall be posted in the above mentioned establishment

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

ADVANCED LIFE SUPPORT SERVICE LICENSE

This is to certify that: **POSITIVE MOBILITY, INC. DBA ELITE MEDICAL RESPONSE** **Provider Number # 10076**
Name of Provider

201 COMMERICAL COURT, SEBRING, FLORIDA 33876
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, and is authorized to operate as an Advanced Life Support Service subject to any and all limitations specified in the applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(s) listed below:

DESOTO; GLADES; HENDRY; HIGHLANDS; INDIAN RIVER; OKEECHOBEE; OSCEOLA; PALM BEACH & POLK
County (s)

Steve McCoy, Bureau Chief
Bureau of Emergency Medical Oversight
Florida Department of Health

THIS CERTIFICATE EXPIRES ON: 02/22/2026

This certificate shall be posted in the above mentioned establishment

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Positive Mobility, Inc. DBA Elite Medical Response is requesting to provide Basic and Advanced Life Support transfer services to the citizens of Hardee County; and

WHEREAS, there has been demonstrated that there is a need for Positive Mobility, Inc. DBA Elite Medical Response, to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, Positive Mobility, Inc. DBA Elite Medical Response will comply with all the requirements of Florida Statutes 401, the Florida Administrative Code 64J and any other state or federal agencies regulating Advanced Life Support ambulance service, The Board of County Commissioners of Hardee County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support services effective July 18, 2024. This Certificate of Public Convenience and Necessity issued to Resolution number 2024-57 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to Positive Mobility, Inc. DBA Elite Medical Response expires or is other- wise revoked or suspended.

Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk
To the Board of County Commissioners
Board Approved: 07/18/2024
Date: 07/24/2024

D. Renee Wyatt

D. Renee Wyatt, Chair

HARDEE CLERK TO BOARD
JUL 22 '24 PM 1:07

RESOLUTION NO. 2024-57
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR POSITIVE MOBILITY, INC. DBA ELITE MEDICAL RESPONSE TO PROVIDE NON-EMERGENCY TRANSPORTATION SERVICES FOR INTERFACILITY TRANSFERS; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 401.25, Florida Statutes, provides for licensure by the State of Florida Department of Health (the "FDOH") for entities providing basic life support or advanced life support transportation services; and

WHEREAS, a certificate of public convenience and necessity is required from the county in which the transportation services will occur as a condition of obtaining licensure by the FDOH; and

WHEREAS, Hardee County (the "County") has previously approved a certificate for medical transportation services in Resolution No. 99-06, and finds that a need has been generated for authorization of Positive Mobility, Inc. DBA Elite Medical Response ("Elite") to provide non-emergency transportation services and does not appear to adversely impact or affect the operations of the County's Emergency Medical Services; and

WHEREAS, Elite has agreed to ensure that the medical transportation services will comply with all statutory requirements including those provided for in Chapter 401, Florida Statutes; and

WHEREAS, the BOCC find it to be in the best interests of the County to approve the certificate of public convenience and necessity for Elite as provided for herein and in the attached Exhibit "A."

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

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

Section 2. Certification. The issuance of a Certificate of Public Convenience and Necessity for Positive Mobility, Inc. DBA Elite Medical Response ("Elite") for the provision of advanced and basic life support non-emergency transportation services is hereby authorized pursuant to the following:

A. The provision of basic or advanced life support service for the purpose of non-emergency, inter-facility transfers for Hardee County.

B. This is not intended to grant an exclusive franchise to Elite or to establish a contractual relationship between the Hardee County and Elite.

C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, Elite shall provide assistance to Hardee County for the health, safety, and welfare of the residents of Hardee County. There shall be no obligation to reimburse or otherwise be obligated for payment to Elite for services rendered.

D. This Certificate of Public Convenience and Necessity issued pursuant to this Resolution shall be effective upon issuance and shall have an initial term not to exceed one (1) year unless the state license issued to Elite expires or is otherwise revoked or suspended.

Section 3. Approval. The Chair of the Hardee County Board of County Commissioners is authorized and directed to execute any forms or documents in furtherance of this Resolution in substantially the same form, the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. Severability. The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

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

APPROVED AND ADOPTED this 18th day of July, 2024 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: D. Renee Wyatt
D. Renee Wyatt, Chair

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

ATTEST:

By: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the
Board of County Commissioners
Board Approved: 07/18/2024
Date: 07/24/2024

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

Sarah Johnston
COUNTY ATTORNEY

DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2023 - 135

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO POSITIVE MOBILITY, INC. D/B/A, ELITE MEDICAL RESPONSE, LLC;

WHEREAS, the Board of County Commissioners of DeSoto County, Florida through its Public Safety Department operates an advanced life support ambulance system providing quality emergency medical services to the citizens of DeSoto County; and

WHEREAS, Section 401.25(2)(d), Florida Statutes, requires a prerequisite to the issuance of a State license the issuance of a Certificate of Public Convenience and Necessity from the governing body in each county in which the applicant will operate;

WHEREAS, Positive Medical Transport, Inc. was granted the Certificate of Public Convenience and Necessity on December 13, 2022 to provide non-emergency transport of DeSoto County patients to out of county destinations;

WHEREAS, in September 2023 Positive Medical Transport, Inc. transferred 100% of its stock to Visionary Healthcare Solutions and began doing business as Elite Medical Response, LLC.;

WHEREAS, for purposes of continuity of service and billing under the Certificate of Public Convenience and Necessity, the Official Business name will be Positive Mobility, Inc. D/B/A Elite Medical Response, LLC.;

WHEREAS, the Board finds adoption of this resolution is in the best interest of the residents of DeSoto County, Florida.

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

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby incorporated by reference as part of this Resolution.

Section 2. That a Certificate of Public Convenience and Necessity represented by this Resolution be and hereby is issued to Positive Mobility, Inc. D/B/A Elite Medical Response, LLC a Florida corporation whose principal address is 201 Commercial Court, Sebring, FL 33876, for a period of three (3) years which commenced on January 1, 2023 and will end on December 31, 2025; which may be subject to one (1) year renewals at the end of that period with a maximum of three (3) extensions.

Section 3. That this Certificate is subject to the following additional provisions:

a. Except as provided under subsection b., this service is limited to non-emergency, out-of-county transports to medical facilities and institutions, but shall not preclude performance of this service by the DeSoto County Fire Rescue, if conditions warrant that same shall be in the best interest of DeSoto County and the patient.

b. That the DeSoto County Fire Rescue may request emergency assistance from Positive Mobility, Inc. D/B/A Elite Medical Response, LLC., should such assistance be deemed necessary by the DeSoto County Fire Rescue.

c. That any non-emergency, in county transports be referred only by the DeSoto County Fire Rescue, and only when that service's schedule does not permit, transport by its own equipment and personnel.

d. That in the event of a requirement for Body Removal, Positive Mobility, Inc. D/B/A Elite Medical Response, LLC will provide the service of body removal and transport to the Sarasota Medical Examiners Office.

e. That Positive Mobility, Inc. D/B/A Elite Medical Response, LLC shall not solicit DeSoto County Fire Rescue clients.

f. That any modification to the rates submitted by Positive Mobility, Inc. D/B/A Elite Medical Response, LLC., in its application shall be subject to review and approval by resolution of the Board of County Commissioners prior to implementation of any modifications.

g. That this Certificate of Public Convenience and Necessity is non-exclusive and DeSoto County reserves the right to grant additional certificates to other firms or to have such services performed by DeSoto County Fire Rescue, if deemed appropriate by the Board of County Commissioners.

h. That this certificate of Public Convenience and Necessity shall not be construed by any party as establishing a contractual relationship for services between the DeSoto County Board of County Commissioners and Positive Mobility, Inc. D/B/A Elite Medical Response, LLC.

Section 4. In issuing this Certificate, it is understood that the above-named ambulance service will meet the requirements of State Legislation and provide the prescribed ambulances on a twenty-four (24) hour basis to all the incorporated and unincorporated areas of DeSoto County.

PASSED AND ADOPTED this 24th day of October 2023.

ATTEST:

Mandy Hines
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

By: Judy Schaefer
Judy Schaefer
CHAIRMAN

APPROVED as to form and legal sufficiency:

Donald D. Conn
COUNTY ATTORNEY

EMERGENCY MEDICAL SERVICES

Certificate of Public Convenience and Necessity

WHEREAS, Positive Mobility, Inc. dba Elite Medical Response has applied to provide Emergency Medical Services to the citizens of Hendry County; and

WHEREAS, there has been demonstrated that there is a need for Positive Mobility, Inc. dba Elite Medical Response to operate in Hendry County to provide essential services to the citizens of this County; and

WHEREAS, since the above service has committed to comply with all the requirements of Section 401.25, Florida Statutes, and Hendry County Code Chapter 1-10, Article VIII, the Board of County Commissioners of Hendry County hereby issues a Certificate of Public Convenience and Necessity to the Positive Mobility, Inc. dba Elite Medical Response for January 24, 2024 to January 24, 2026.

In issuing this certificate it is understood that the above named Emergency Medical Service will meet the requirements of State Law and County ordinance and provide emergency services on a twenty-four hour basis for the following area(s): ALL HENDRY COUNTY **INTERFACILITY TRANSPORTS (BLS & ALS) ONLY

Dated: January 23, 2024

Emma J Byrd

Emma Byrd, Chairperson
Hendry County Board of County Commissioners

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, *Positive Mobility, Inc. d/b/a Elite Medical Response.* applied for a Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance certificate of public convenience and necessity to provide Advanced Life Support interfacility transfers and, at the County's request, transport patients to a medical facility; and

WHEREAS, *Positive Mobility, Inc. d/b/a Elite Medical Response,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS, *Positive Mobility, Inc. d/b/a Elite Medical Response.*, has stated that it will provide twenty-four hour service to all of the geographic areas of Highlands County, will continue to comply with all the requirements of Florida law, Part III of Chapter 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state and federal agencies regulating emergency medical transportation services.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue this Certificate of Public Convenience and Necessity to *Positive Mobility, Inc. d/b/a Elite Medical Response.*, for Class 2 Basic Life Support Ambulance and Class 3 Advanced Life Support Ambulance pursuant to the terms, conditions, and limitations of Chapter 5 of the Code of Ordinances, Highlands County, Florida, for the remaining period of that Certificate of Public Convenience and Necessity as set forth herein, subject to and conditioned upon the following requirements:

(1) *Positive Mobility, Inc. d/b/a Elite Medical Response.*, complies with all requirements of Florida law, Part III of Ch. 401, Florida Statutes, Chapter 64J-1, Florida Administrative Code, the Code of Ordinances, Highlands County, Florida, and the requirements of any other state or federal agencies regulating emergency medical transportation services.

(2) By acceptance of this certificate, *Positive Mobility, Inc. d/b/a Elite Medical Response.*, agrees to indemnify the County and its elected officials, officers, employees, agents, and insurers, for all claims and losses arising out of the operations of *Positive Mobility, Inc. d/b/a Elite Medical Response.* specifically including, but not limited to, all claims and losses arising out of, resulting from or related to employment, by *Positive Mobility, Inc. d/b/a Elite Medical Response,* of off-duty full-time or part-time employees of the County.

(3) *Positive Mobility, Inc. d/b/a Elite Medical Response.* satisfies its obligations stated in Section 5-58(c) of the Code of Ordinances, Highlands County, Florida, which are included herein by this reference.

(4) *Positive Mobility, Inc. d/b/a Elite Medical Response.*, is authorized to provide only Advanced Life Support interfacility transfers between facilities described in Section 5-51 of the Code of Ordinances, Highlands County, Florida, and, at the County's request, transport patients to a medical facility subject to the terms, conditions, and limitations of Licensure by the State of Florida, and Divisions 1 and 2 of Article IV of Chapter 5 of the Code of Ordinances, Highlands County, Florida.

(5) *Positive Mobility, Inc. d/b/a Elite Medical Response* shall provide the services herein authorized twenty-four hours each day to all geographic areas of Highlands County.

(6) This Certificate of Public Convenience and Necessity is effective February 6, 2024 and will expire February 6, 2026, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts, Highlands County Florida

_____
Kevin Roberts, Chairman, Board of County Commissioners

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS SEAL

Positive Mobility, Inc. DBA Elite Medical Response

INDIAN RIVER COUNTY CLASS "B & C"
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, **Positive Mobility, Inc., dba Elite Medical Response** has requested authorization to provide non-emergency ambulance inter-facility medical transport at the ALS/ BLS level (Class B) and provide non-emergency ambulance interfacility medical transports which require special clinical capabilities and require a physician' s order (Class C.)

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Act, Chapter 401, Florida Statutes; Florida Administrative Code, Chapter 64E-2; and Indian River County Code of Ordinances Chapter 304.

THEREFORE, the Indian River County Board of County Commissioners hereby issue a Class "B" & "C" Certificate of Public Convenience and Necessity to said Company.

Certificate Type: **CLASS B & C**
Date of Expiration: **July 2, 2026**
(Unless certificate is sooner revoked or suspended.)

Limitations: **BLS/ALS Non-Emergency Interfacility Transport also special clinical capabilities requiring a physicians order.**

Approved by the Indian River County Board of County Commissioners on July 2, 2024

Effective Date: July 2, 2024

Susan Adams, Chairman
Board of County Commissioners

EMERGENCY MEDICAL SERVICES
CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Positive Mobility Inc, d/b/a Elite Medical Response LLC, has requested authorization to provide Advanced Life Support services to the citizens of Okeechobee; and

WHEREAS, there has been demonstrated there is a need to provide these essential services to the citizens of this county; and

WHEREAS, the above named service affirms that it will maintain compliance with the requirements of the Emergency Medical Services Act (Chapter 401, F.S.) and rules (Chapter 64J, F.A.C.)

THEREFORE, the Board of County Commissioners of Okeechobee County hereby issues a certificate of Public Convenience and Necessity to said company to provide ALS services with the limitations as prescribed on this certificate.

In issuing this certificate, the governing body of Okeechobee County has considered recommendations of municipalities within its jurisdiction.

Date issued: 09/28/2023

Date of Expiration: 09/30/2025
(Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency ground ambulance in Okeechobee County and advanced life support & basic life support interfacility transportation service out of the area.

Dated this 28th day of September 2023.

David Hazellief, Chair
Board of County Commissioners
Okeechobee, Florida

(Attest)

Jerald D. Bryant, Clerk
Board of County Commissioners
Okeechobee, Florida

25-180

EMERGENCY MEDICAL SERVICE

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, OSCEOLA COUNTY provides quality emergency medical services to the citizens of Osceola County; and

WHEREAS, there has been demonstrated that there is a need for Positive Mobility, Inc., d/b/a Elite Medical Response to operate in the County to provide certain essential services to the citizens of the County, non-emergency ALS transportation, emergency inter-facility ALS transportation, and may provide emergency transportation following the specific request by the County;
and

WHEREAS, Positive Mobility, Inc., d/b/a Elite Medical Response will comply with all the requirements of Florida Statute 401 and Department of Health and Rehabilitative Service Rule 64J-1. The Board of County Commissioners of Osceola County hereby issues a Certificate of Public Necessity for Positive Mobility, Inc., d/b/a Elite Medical Response for the period beginning February 19, 2024 to March 31, 2026.

In issuing this certificate, it is understood that Positive Mobility, Inc., d/b/a Elite Medical Response will provide services on a twenty-four hour basis for Osceola County, Florida.

Osceola County, Florida

Chair/Vice Chair
Osceola County Board of County Commissioners

Positive Mobility, Inc. DBA Elite Medical Response

BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Positive Mobility Inc, d/b/a Elite Medical Response requested authorization to provide Type H: Basic Life Support ("BLS") Interfacility Transport Service in Polk County; and,

WHEREAS, the above-named service affirms that it will maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1, Florida Administrative Code. , and the Polk County Code of Ordinances;

THEREFORE, the Board of County Commissioners of Polk County hereby issues a Type H Certificate of Public Convenience and Necessity ("COPCN") as defined by Polk County Ordinance 12-029 to Positive Mobility Inc, d/b/a Elite Medical Response provide services within the incorporated and unincorporated areas of Polk County, Florida with the limitations as prescribed herein.

In issuing this Certificate, the governing body of Polk County has considered recommendations of affected municipalities.

By accepting this Certificate of Public Convenience and Necessity, the provider agrees to indemnify Polk County, Florida for any claims or losses arising out of its operations.

Conditions of Approval: Positive Mobility Inc, d/b/a Elite Medical Response must provide proof of becoming a licensed Basic Life Support ambulance provider as approved by the Florida Department of Health, Bureau of EMS.

1) **Positive Mobility Inc, d/b/a Elite Medical Response must also provide documentation to verify they have passed their initial state inspection.**
2) **Positive Mobility Inc, d/b/a Elite Medical Response must meet these conditions within 120 days of approval of the COPCN.**

Limitations: This COPCN is limited to non-emergency Basic Life Support Interfacility Transfer Service as defined by Polk County Ordinance 12-029. Certificate will be null and void if: the provider does not maintain compliance with the requirements of Chapter 401 of Florida Statutes, the Rules of the Department of Health, Chapter 64J-1 Florida Administrative Code, the Polk County Code of Ordinances and should the provider refuse to provide or deny medical ambulance Interfacility ground transport service to medically needy patients. This certificate shall not be transferable, either voluntarily or by operation of law, without prior written approval of the county.

Date of Issue: August 8, 2023

Date of Expiration: August 8, 2028
(Unless suspension or revocation is prior thereto)

Chairperson, Board of Polk County Commissioners

BOARD OF COUNTY COMMISSIONERS SEAL POLK COUNTY, FLORIDA

Positive Mobility, Inc. DBA Elite Medical Response

Certificate of Public Convenience and Necessity
Palm Beach County Emergency Medical Services

WHEREAS, there is a need for **Positive Mobility Inc. dba Elite Medical Response** to operate and provide essential emergency medical services to the citizens and visitors of Palm Beach County, Florida; and

WHEREAS, said agency has applied to provide these services; and

WHEREAS, said agency has indicated that it meets and will comply with all requirements of Palm Beach County's EMS Ordinance, set forth in Chapter 13, Article II, Division 1, of the Palm Beach County Code, and related Rules, as well as Chapter 401, Part III, Florida Statutes, and Chapter 64J, Florida Administrative Code.

NOW, THEREFORE, the Board of County Commissioners of Palm Beach County hereby issues a Certificate of Public Convenience and Necessity to said emergency medical service provider, valid from February 11, 2025 through June 30, 2027.

In issuing this Certificate, it is understood that the agency named hereon will meet the requirements of all pertinent County and State laws, rules, and regulations, and will provide emergency medical services on a twenty-four hour basis in the designated Area(s), providing the level of service endorsed as follows:

Area(s): All of Palm Beach County

Service Endorsed: Secondary Provider with the following Endorsements:
Advanced Life Support (ALS) Services
Secondary ALS Transport Services
ALS/Basic Life Support (BLS) Inter-facility Transfer Services

R 2025 0228

FEB 11 2025

Stephanie Sejnoha
Director, Public Safety Department

Maria G. Marino
Mayor, Board of County Commissioners



201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 14

Proof that the applicant has employed or contracted a medical director qualified in the manner required by Section 401.265, Florida Statues (1983), and obligated to fulfill all requirements of that statue.

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MEDICAL DIRECTOR AGREEMENT

This Medical Director Agreement (this "Agreement") is entered into on 1st day of February, 2025, to be effective February 1, 2025, between and between Visionary Healthcare Solutions, LLC, on the one hand, and Professional Emergency Services, Inc. and Dr. Sandra Schwemmer (collectively "Medical Director"), on the other hand.

WHEREAS, Visionary Healthcare Solutions, LLC, as parent company for Positive Mobility, Inc d/b/a Elite Medical Response Medical and Elite Medical Response, LLC (collectively referred to herein as "EMR"), provides basic and advanced life support medical transport services in various locations throughout the State of Florida, and is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as Medical Director for each location; and

WHEREAS, Dr. Sandra Schwemmer owns and practices through Professional Emergency Services, Inc., which provides EMS and Medical Director services, and

WHEREAS, Dr. Sandra Schwemmer of Professional Emergency Services Inc. is a duly licensed Osteopathic Physician who is qualified to serve as Medical Director for EMR; and

WHEREAS, the Parties wish to enter into this Agreement to retain Dr. Schwemmer and Professional Emergency Services, Inc. to serve as Medical Director for EMR desires to utilize the services of the Medical Director,

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, EMR and Medical Director agree as follows:

ARTICLE 1
SCOPE OF SERVICES

1.1 Medical Director is being retained to provide EMR medical services and oversight consistent with Florida law. Professional Emergency Services, Inc. will be designated EMR's Medical Director and Dr. Sandra Schwemmer will serve as EMR's Chief Medical Officer ("CMO"). This Agreement is conditioned upon Dr. Schwemmer remaining duly licensed and authorized to practice medicine in the State of Florida and meeting all of the qualifications required to serve as Medical Director of Emergency Medical Service providers in the State of Florida. Medical Director's services will include oversight of emergency medical services, training and compliance functions for all EMR medical personnel. Medical Director will perform such duties for EMR as are customarily performed by one holding such position in other, same or similar professions as that engaged in by EMR. The parties agree that Dr. Schwemmer's services are personal in nature given the degree of skill required of Medical Director in performance of his services, that Dr. Schwemmer will provide all services contracted for in this Agreement either directly or under her express supervision and control.

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1.2 Medical Director's relationship to EMR will be that of an independent contractor, not an employee. Nothing in this Agreement is intended to create an employment relationship, or to empower Medical Director to act on behalf of EMR except as specifically set forth in this Agreement. Medical Director shall not be entitled to (i) participate as a member in any plans or programs maintained by the Company from time to time for the benefit of its employees, including but not limited to all insurance plans and programs relating to medical, hospitalization, dental, vision, disability, life insurance, accidental death and dismemberment, and travel and accident; (ii) participate in any medical and hospitalization plans and programs of the Company or other employee insurance plans and programs; (iii) enjoy paid vacation; (iv) be reimbursed for business expenses, travel, and entertainment expenses incurred by Medical Directors, unless approved by the Director of Operations in writing and in advance; (v) Medical Director will be reimbursed for the fees related to acquiring and maintaining the DEA certificate(s) assigned to EMR at each location and for the direct cost of educational programs and/or seminars required by EMR for advancing the services of EMR, (vi) Medical Director shall be responsible for the payment of all federal, state, and local taxes (including federal, state, and local self-employment taxes) that are in any way connected with this Agreement, and specifically indemnifies and holds EMR harmless for any tax liability that arises out of the payment to Medical Director for Medical Director's professional services.

1.3 Medical Director is free to provide services or work for any other company or third party so long as Medical Director does not violate the terms of this Agreement and provided other engagements do not interfere with Medical Director's ability to fully and faithfully perform all services required as Medical Director.

ARTICLE 2
MEDICAL DIRECTOR RESPONSIBILITIES

2.1 The Medical Director has reviewed applicable state, county, regional and local laws, rules, and regulations concerning the administration of ALS/BLS ambulance services and the responsibilities of the Medical Director in performance of such services. The Medical Director will faithfully and to the best of Medical Director's ability perform all services required of a Medical Director for an ALS/BLS transport ambulance licensed under Florida law. Medical Director will provide guidance to EMR to advise EMR to ensure compliance with all pertinent laws relating to the provision of medical transport services, including but not limited to the following:

2.2 Medical Director will conduct medical audits of EMR's clinical performance, when requested, that involve a reported incident, a review requested by a patient's personal physician, when a paramedic requests an audit of a case, when EMR requests an audit of clinical care or if the Medical Director believes that an audit should be conducted.

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2.3 The Medical Director will supervise, set standards, and establish procedures for the clinical performance of all Emergency Medical Technicians, Paramedics, Nurses, and other clinical personnel as allowed or required under the laws and regulations of the State, County and/or Municipality in which EMR operates. All EMT's, paramedics and independently licensed nurses employed by EMR will be required to follow EMR standing orders approved by the Medical Director.

2.4 Medical Director will develop transport protocols that permit specified ALS and BLS procedures when communication cannot be established with a physician during medical transport when a delay in patient care and treatment would threaten the life or health of the patient.

2.5 Medical Director will maintain 24-hours-per-day 7-days-per-week availability to provide continuous medical direction. Medical Director will also maintain timely availability to resolve administrative problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(3), Florida Statutes. Medical Director may designate an alternate Medical Director, when needed, who shall be available in the absence of the Medical Director. The Alternate Medical Director will have an understanding of ALS and BLS medical transports and report to the Chief of Operations.

2.6 Medical Director will oversee the development and implementation of a medical transport patient care quality assurance program to assess the medical performance of Paramedics, EMTs and nurses. Clerical and administrative support will be provided by EMR to assist Medical Director in the performance of this function.

2.7 Medical Director will audit the performance of medical transport personnel from time to time and will take steps to ensure that all medical transport personnel perform their job duties appropriately. Medical Director will make recommendations for changes to the EMR quality improvement program to address any weaknesses, and upon request, will promptly review transport reports and when appropriate, will provide performance standards for drugs, equipment, protocols and procedures.

2.8 Medical Director will maintain a Controlled Substances Registration Certificate for EMR and will monitor the administration of all medications, including controlled substances, as needed. Medical Director's DEA registration shall include the EMR address where controlled substances are stored. Proof of such registration shall be maintained on file shall be readily available for inspection. Renewal notification(s) received by EMR will be promptly delivered to Medical Director who is responsible for maintaining this registration in good standing and will notify EMR if any changes occur regarding this registration.

2.9 Medical Director will review applicable security procedures for medications, fluids and controlled substances to insure EMR's compliance with all applicable laws, including Chapters 499 and 893, Florida Statutes, and Chapter 64F-12, Florida Administrative Code.

2.10 Medical Director will work closely with the Operations Chief to develop and implement written operating procedures creating, authorizing and ensuring adherence to rules and regulations regarding all aspects of the handling of medications, standing orders and protocols to ensure transports are performed at a level of care appropriate to the patient's condition, standards and procedures relating to Do Not Resuscitate (DNR) orders, and policies and procedures relating to fluids and controlled substances, as well as other standards and protocols for the efficient performance of emergency medical transportation services, in accordance with State and Federal regulations.

2.11 Medical Director will review and approve training for EMT/Paramedic continuous education training and/or refresher courses for the purpose of EMT re-certification.

2.12 Medical Director will develop and implement a plan for prompt medical review of possible infectious exposures reported to the Operations Chief and provide medical follow-up when indicated, in compliance with State and Federal requirements.

2.13 Medical Director will have the authority to temporarily suspend from clinical duty any employee whose job performance is deemed hazardous to patient care and shall immediately inform the suspension to EMR's Chief of Operations.

2.14 Medical Director acts in the capacity of a liaison with EMR and the medical providers in the community.

2.15 In accordance with Section 401.265, Florida Statutes, and Rule 64J-2.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this Agreement a Florida license to practice medicine.

2.16 Medical Director shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, as may be amended from time to time.

2.17 Medical Director shall oversee the administration, acquisition and control of controlled or non-controlled substances as deemed necessary for the provision of care prescribed in the medical treatment protocols/standing orders. In the event no such procedure exists, or is deemed inadequate, Medical Director will advise and assist in development and implement such a system.

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ARTICLE 3
COMPENSATION AND METHOD OF PAYMENT

3.1 EMR agrees to pay the Medical Director as full compensation for the services described in this Agreement a monthly fee of Nine Thousand Five Hundred Dollars ($9,500.00). This fee includes all costs and expenses of Medical Director/Chief Medical Officer. EMR may increase compensation during the course of this Agreement and renewals for additional services required of the Medical Director or CMO.

3.2 EMR agrees to pay the Medical Director on the first day of the month for each month in which Medical Director's service are to be rendered.

ARTICLE 4
EMR'S RESPONSIBILITY

4.1 EMR shall assist the Medical Director by placing at its disposal all available information pertinent to the services to be performed by the Medical Director, including access to all EMR's EMT/Paramedic/Nurse employment records and patient medical transport records.

5.2 EMR will provide Medical Director appropriate administrative support including secretarial support services and other equipment as may be needed from time to time to provide oversight to EMTs, Paramedics and Nurses employed by EMR.

5.3 EMR will comply with FL Chapter 64J-1 in all aspects related the performance of medical transport operations.

ARTICLE 6
TERM

6.1 This Agreement shall commence on February 1, 2025 and will be for a one year term. This Agreement will automatically renew each year unless terminated pursuant to Article 7, below.

ARTICLE 7
TERMINATION

7.1 If through any cause, the Medical Director fails to fulfill its obligations under this Agreement, EMR shall have the right to terminate this Agreement upon 30 days written notice or payment in lieu thereof at EMR's sole discretion.

7.2 This Agreement may be terminated by EMR without cause upon ninety (90) days written notice to the Medical Director. If EMR terminates without cause, the Medical Director shall be compensated for all services performed prior to the

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termination date, provided that all property belonging to EMR is returned prior to release of final compensation to the Medical Director.

7.3 Medical Director may terminate the Agreement, with or without cause upon providing written ninety (90) day notice to EMR. If Medical Director terminates without cause, EMR shall compensate Medical Director for all services performed prior to termination date.

ARTICLE 8
MISCELLANEOUS

8.1 Any files, documents, studies, transport report reviews, patient records, training curriculum and other data prepared by the Medical Director for EMR shall belong to and shall remain the property of EMR.

8.2 Medical Director shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, gender identity, sexual orientation, age, marital status or national origin, physical or mental disability, or any other protected class under federal, state or local law.

8.3 Medical Director is an independent contractor under this Agreement. Services provided by the Medical Director shall be by employees/contractors of the Medical Director and subject to supervision by the Medical Director, and not as officers, employees, or agents of EMR. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to service rendered under this Agreement shall be those of the Medical Director.

8.4 The parties recognize that the service contemplated by the Chief Medical Officer are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered by the Medical Director, without the prior written consent of EMR.

8.5 It is further agreed that no renewal, modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

ARTICLE 9
INSURANCE

9.1 EMR shall provide professional and general liability insurance with minimum limits of $1,000,000.00 per occurrence for the Medical Director with Professional Emergency Services, as additional named insured during the term of this Agreement. EMR shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of termination of this

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Contract. The Professional and General Liability Insurance certificate will specify coverage for "BLS/ALS Medical oversight".

9.2 EMR will provide certificate or proof of such insurance to the Medical Director on an annual basis. Medical Director will be provided thirty (30) days notice of cancellation and/or any restrictions placed on coverages of the professional and general liability insurance provided/procured by EMR during the term of this Agreement. EMR will be responsible for the payment of any deductible and/or self-insured retentions in the event of a claim.

9.3 It is recognized that questions in the day-to-day conduct of this Agreement will arise. EMR designates the Chief of Operations, or designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.4 This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written. This Agreement specifically supersedes and replaces the Agreement Between Elite Medical Transport, LLC and Professional Emergency Services, Inc. for Medical Director Services.

9.5 Whenever either party desires or is required under this Agreement to give notice to the other, it must be given by written notice, sent by overnight mail or certified United States mail, with return receipt requested, along with an email copy sent, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For EMR:
Visionary Healthcare Solutions, LLC
201 Commercial Ct.
Sebring, FL 33876
Attn: William J. Hall, CEO

For the Medical Director/Chief Medical Officer:
Professional Emergency Services, Inc.
c/o Dr. Sandra Schwemmer
3577 NW Clubside Circle
Boca Raton, FL 33496
sschwemmer@gmail.com

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9.6 Consent to Jurisdiction. The Parties agree that any dispute between the Parties, including without limitation those relating to or arising under this Agreement, will be resolved through arbitration under the procedures outlined in the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA), a nonprofit organization that administers the arbitration process. The arbitration will be pursuant to the Federal Arbitration Act and the Parties may, if necessary, invoke the AAA Emergency Measures of Protection.

9.7 Governing Law/Attorney's Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either EMR or the Medical Director is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney's fees.

9.8 Headings. Headings are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.9 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

9.10 Severability. If any provisions of this Agreement or its application to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other that those as to which it shall have been invalid or unenforceable shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

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PROFESSIONAL EMERGENCY SERVICES, INC.:

BY: _____

Name: Dr. Sandra Schwemmer
President

VISIONARY HEALTHCARE SOLUTIONS, LLC:

BY: Signed by: Bill Hall _____

Name: William J. Hall
Chief Executive Officer

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 15

The Condition of the Vehicles and equipment provided by the service.

Elite Medical Response is committed to maintaining our fleet and equipment in excellent condition to ensure the highest level of safety and reliability. Our vehicles are meticulously maintained and regularly inspected by our dedicated in-house mechanics, with nine of our eleven vehicles being less than five years old to guarantee optimal performance.

Each vehicle undergoes comprehensive safety checks before and after every shift, conducted by our logistics team, who confirm that all equipment and vehicle systems are in proper working order before returning them to service.

Our state-of-the-art equipment, including Striker stretchers, advanced ventilators, IV pumps, and cardiac monitors, is consistently updated to remain at the forefront of emergency medical technology.

Furthermore, Elite Medical Response employs an AVL system to monitor our drivers around the clock, enhancing safety and accountability at all times. Our rigorous maintenance protocols and commitment to quality ensure that our vehicles and equipment are always in excellent condition, ready to provide exceptional care when needed.

ELITE
MEDICAL RESPONSE

201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 16

The adequacy of the management plan of the applicant upon the request of this service.

 # 16: Elite Medical Response Management Plan for Hardee County COPCN Application

Executive Summary

Elite Medical Response (EMR) provides a comprehensive approach to emergency medical services in Hardee County, led by an experienced management team with a deep commitment to patient care, operational excellence, and community safety.

Management Team

- Bill Hall, CEO: With over 35 years of EMS experience in Florida, Bill brings unparalleled leadership and industry knowledge.
- Fred Angelo, VP of Government Relations: A veteran of Palm Beach County Fire Rescue with 28 years of service, including 25 years in Special Operations, Fred advocates for effective governmental partnerships and compliance.
- Brooke Liddle, Chief of Operations: With 33 years in Florida EMS, Brooke oversees operational protocols to ensure efficient service delivery.
- Richard Clarke, VP of Business Development: Bringing 35 years of private healthcare experience, primarily with Tenet hospitals and Catholic Health Services, Richard focuses on strategic growth and community integration.
- Isabell Rodriquez, VP of Revenue Optimization: With 35 years of EMS experience, including as a former owner of National Health Transport and a member of the Florida EMS Advisory Council, Isabell enhances financial viability while ensuring service quality.
- Todd Barton, Director of Logistics and Special Operations: With 21 years in EMS, Todd has led state deployments for eight hurricane assignments and coordinated COVID-19 testing and vaccinations, ensuring operational readiness.
- Stephen Webb, Head of Communications and Data Analytics: Bringing 20 years of EMS experience, Stephen is adept at integrating technology for greater transparency and accountability in service delivery.
- Michael Fulton, Safety and Risk Manager: With 35 years in EMS, Michael implements risk management strategies aimed at safeguarding patients, personnel, and the community.

Management Plan Components

1. 24/7 Supervision: EMR ensures continuous oversight of operations to maintain service quality and rapid response times.

2. Complaint Escalation System: A structured process allows stakeholders to report issues, ensuring timely resolution and fostering trust within the community.

3. Quality Assurance Program: Regular audits and monitoring of service delivery ensure adherence to industry standards and continuous improvement.



201 Commercial Ct., Sebring, FL 33870 Ph: 863.655.0030

Attachment 17

Verification of a drug free work place.

Elite Medical Response Standard Operating Guideline: 127		
TITLE: Tobacco, Vaping, & Illegal Substance Use		
DIVISION: ALL		
ISSUED:		

PURPOSE

To establish policies for clarifying tobacco use and prohibition of substance abuse.

SCOPE

This standard applies to all EMR personnel.

POLICY

- The use of tobacco products, including "vaping," is forbidden within EMR buildings and vehicles.
- Tobacco use is only permitted in designated areas at EMR locations.
- Tobacco use by EMR staff is forbidden at all healthcare facilities.
- EMR has adopted the Zero Tolerance Policy below:

Statement

ELITE MEDICAL RESPONSE; HEREIN KNOWN AS EMR is dedicated to providing safe, dependable, and economical transportation services to its patrons. EMR'S employees are a valuable resource and it is also our goal to provide a safe, healthy and satisfying working environment for our employees. In meeting these goals, it is our policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner;
- Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances;
- Encourage employees to seek professional assistance when substance abuse adversely affects their ability to perform their assigned duties.
- Prohibit being under the influence of any substance, legal or illegal that impairs work ability.

This Substance Abuse Policy implements a drug and alcohol testing program for all safety-sensitive employees. Each employee shall be provided a signed copy of the adopted policy.

Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

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1. Background

Pursuant to the Omnibus Transportation Employee Testing Act of 1991, the Federal Transit Administration (FTA) published regulations prohibiting drug use and alcohol misuse by transit employees and required transit agencies to test for prohibited drug use and alcohol misuse.

49 Code of Federal Regulations Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" mandates urine drug testing and breath alcohol testing for all employees in safety-sensitive positions. These regulations prohibit the performance of safety-sensitive functions when there is a positive drug or positive alcohol test result or an employee refuses to submit to DOT required drug or alcohol testing.

In addition, the U.S. Department of Transportation (DOT) has issued 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" to provide uniform procedures and standards for conducting drug and alcohol testing programs. The drug and alcohol testing program of PMT will be conducted in accordance with 49 CFR Parts 40 and 655, as amended. Employees may request copies of the applicable regulations by contacting PMT'S designated employer representative listed in Section 25 of this policy.

2. Purpose

This policy is established to comply with FTA drug and alcohol testing requirements to ensure employee fitness for duty, and to protect our employees, passengers, and the general public from the risks posed by the use of alcohol and prohibited drugs. This policy is also intended to comply with and incorporate 49 CFR Part 32, The Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA, including the reporting of employees convicted of criminal drug offenses that occur in the workplace.

3. Covered Employees

This policy applies to all safety-sensitive transit system employees as identified and described herein. Paid part-time employees and contractors, when performing safety-sensitive duties, are also covered by this policy when performing any PMT'S related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Additionally, this policy applies to volunteers who perform safety sensitive duties who are required to hold a Commercial Driver's License, or who receive remuneration in excess of his or her actual expenses incurred while engaging in the volunteer activity. This written policy shall be distributed to all employees and applicable volunteers in safety-sensitive positions. Adherence to this policy and its provisions are a condition of employment in a safety sensitive position; per 49 CFR Part 655.

Safety-Sensitive Employees and Applicants for Safety-Sensitive Positions covered by this Policy include those who:

1. Operate a revenue service vehicle, including when not in revenue service
2. Operate a non-revenue service vehicle when such is required to be operated by a holder of a commercial driver's license
3. Control the movement/dispatch of a revenue service vehicle
4. Perform maintenance on a revenue service vehicle or equipment used in revenue service

5. Carry a firearm for security purposes
6. May perform any of the above safety sensitive functions in a supervisory or training role.

This policy is applicable to *ALL EMPLOYEES* of *EMR*

4. Prohibited Substances

In accordance with US DOT 49 CFR Parts 655 and 40, the following are prohibited substances:

- Cocaine
- Opiates (e.g., heroin, codeine)
- Phencyclidine (PCP)
- Cannabinoids (Marijuana)
- Amphetamines (includes methamphetamine and MDMA- Ecstasy)
- Alcohol Misuse as defined in Section 23, below.

5. Prescription and Over the Counter Medications

The appropriate use of legally prescribed drugs and non-prescription medications are not prohibited. A legally prescribed drug means a prescription or other written approval from a physician for the use of a drug by an individual in the course of medical treatment. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to supervisory personnel and medical advice must be sought, before performing safety sensitive duties.

The misuse or abuse of legally prescribed drugs is prohibited; this includes the use of medication that is prescribed to another individual as well as illegally obtained prescription drugs.

EMR strongly encourages employees to inform their prescribing physician of the safety-sensitive job functions that they perform, in order to ensure that appropriate medications are prescribed.

6. Employee Protections

The procedures that will be used to test for the presence of prohibited substances or misuse of alcohol shall be such that they protect the employee's privacy, the validity of the testing process and the confidentiality of the test results.

All urine drug testing and breath alcohol testing will be conducted in accordance with applicable with 49 CFR Part 40, as amended. All urine specimen collections, analysis and reporting of results shall to be in accordance with 49 CFR Part 40, as amended.

Drug and alcohol testing shall be conducted in a manner that will ensure the highest degree of accuracy and reliability using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (HHS).

Alcohol initial screening tests will be conducted using a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) or non-evidential alcohol screening device that has been approved by NHTSA. Confirmatory tests for alcohol concentration will be conducted utilizing a NHTSA approved EBT.

1. Except as required by law or expressly authorized in this section, PMT shall not release employee information that is contained in records maintained per 49 CFR Part 655.73.

2. An employee may, upon written request, obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.

3. EMR shall release information regarding an employee's records as directed, by the specific written consent of the employee authorizing release of the information to an identified person. Release of such information is permitted only in accordance with the terms of the employee's consent.

4. Records pertaining to a Substance Abuse Professional's evaluation, treatment and follow up testing results shall be made available to a subsequent DOT employer upon receipt of written consent from an employee.

7. Employee Responsibility to Notify EMR of Criminal Drug Conviction

It is a violation of this policy for any employee to fail to immediately notify EMR of any criminal drug statute conviction, or a finding of guilt whether or not adjudication is withheld, or the entry into a diversionary program in lieu of prosecution. Violating employee shall be immediately removed from safety sensitive duties.

Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

8. Employee Training

Safety-sensitive employees will receive at least 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Supervisors who make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral and performance indicators of probable drug use and 60 minutes on the physical, behavioral and performance indicators of probable alcohol use.

9. Pre-employment Drug and Alcohol Background Checks

In compliance with 49 CFR Part 40.25, EMR must make a good faith effort to obtain drug and alcohol testing records from prior DOT covered employer(s) for the previous two years for all applicants seeking safety-sensitive positions and all current employees transferring into a safety-sensitive position. EMR will require each applicant/transferee to a safety-sensitive position to complete a written consent that allows the release of drug and alcohol testing information from previous DOT covered employers to PMT. An applicant/transferee who refuses to provide written consent will not be permitted to perform safety-sensitive functions for EMR.

All safety-sensitive applicants who have previously failed a DOT pre-employment test must provide proof that they have completed a Substance Abuse Professional's evaluation, treatment and return to duty process in addition to a pre-employment drug test with negative

results, prior to their employment into a safety-sensitive job function. The credentials, training and education of the Substance Abuse Professional must meet the requirements of 49 CFR Part 40 Subpart O.

10. Pre-Employment Testing

All safety-sensitive position applicants shall undergo a urine drug test prior to placement in a safety sensitive position. EMR must be in receipt of a negative urine drug test result prior to the applicant's performance of any safety sensitive function. A cancelled test result will require an applicant to undergo a subsequent pre-employment urine drug test, until a negative test result can be obtained.

If an applicant's pre-employment urine drug test result is verified as ***positive****, the applicant will be excluded from consideration for employment per EMR authority.* Applicant will be provided a referral to a Substance Abuse Professional meeting the required qualifications per 49 CFR Part 40.281, as amended.

An employee returning from an extended leave period of 90 consecutive days or more, and whose name was removed from the random testing selection pool, will be subject to a pre-employment urine drug test. PMT must be in receipt of a negative drug test result prior to the employee being reinstated to safety sensitive duty.

11. Random Testing

Employees in safety-sensitive positions shall be subject to random, unannounced testing. The minimum annual percentage rate for random alcohol testing and the minimum annual percentage rate for random controlled substances testing shall be in accordance with 49 CFR Part 655, as amended. The percentages of testing shall be based on the average number of safety-sensitive employees per calendar year.

The administering of random testing shall be spread reasonably throughout the calendar year and throughout all times of day when safety-sensitive functions are performed. Each covered employee who is notified of selection for random alcohol or drug testing shall immediately proceed to the testing site.

Random alcohol testing shall be conducted on a safety sensitive employee during, just before or just after the performance of a safety-sensitive function.

Random urine drug testing may be conducted anytime while an employee is on duty or on call, or on standby duty.

The selection of employees for random alcohol and drug testing shall be made by a scientifically valid method. The selection process shall provide each covered employee an equal chance of being tested each time selections are made. A computer based random number generator that is fair and equitable for the covered employees shall derive the list.

12. Reasonable Suspicion Testing

All safety-sensitive employees are subject to reasonable suspicion urine drug testing and/or breath alcohol testing. Reasonable suspicion testing is required when one or more trained company officials can articulate and substantiate physical, behavioral and performance indicators of probable drug use or alcohol misuse by observing the appearance, behavior,

speech or body odors of the employee. Reasonable suspicion testing for alcohol misuse can only be made when observations leading to that testing occur during, just preceding, or just after the period of the workday that the employee is required to be in compliance with FTA regulations. Reasonable suspicion testing for prohibited drugs may be conducted anytime an employee is on duty.

13. Post-Accident Testing

Fatal Accident: A safety-sensitive employee shall be required to undergo urine drug and breath alcohol testing following an accident involving a revenue service vehicle that results in a fatality (regardless of whether or not the vehicle is in revenue service at the time of the event). Any other employee(s), i.e., maintenance personnel, dispatchers, controllers, whose performance could have contributed to the accident, shall also be tested. As soon as practical following an accident involving the loss of human life, surviving covered employees shall undergo drug and alcohol testing.

Non-Fatal Accident: A post-accident test shall be conducted if an accident results in injuries requiring immediate medical treatment away from the scene, *and/or* if one or more vehicles incurs disabling damage that requires towing from a site; unless EMR determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Any other safety sensitive employee whose performance could have contributed to the accident shall be tested. The decision regarding whether or not the employee's performance could have contributed to the accident will be the sole discretion of PMT using the best information available at the time of the decision.

Following an accident, the employee must be "readily available" for testing. Post accident tests will be conducted as soon as possible, all reasonable efforts shall be made to test the safety sensitive employee(s) within (2) two hours of the accident, but not after eight (8) hours for alcohol testing and thirty two (32) hours for drug testing. If a drug or alcohol test required by this section is not administered within the required time period following the accident, EMR shall prepare and maintain on file, a record stating the reasons the testing was not promptly administered and efforts to conduct testing shall cease.

Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until the employee undergoes a post-accident alcohol test. Any safety-sensitive employee, who leaves the scene of the accident without a justifiable reason or explanation prior to submitting to drug and alcohol testing, shall be considered to have refused the test.

The post-accident testing requirements shall not delay necessary medical attention for injured persons, nor will they prohibit an employee who was performing a safety-sensitive function from leaving the scene of an accident to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

In the rare event that an employee is unable to submit to a post-accident test within the required time period (i.e., 8 hours for alcohol and 32 hours for drugs) due to circumstances beyond EMR's control, the results of a blood, urine or breath alcohol test conducted by a federal, state or local official having independent authority for the test, will be considered to

meet the requirements for a post-accident test. The test must conform to the applicable federal, state, or local testing requirements and the results must be obtained by EMR. (Per 49 CFR Part 655.44)

14. Refusal to Submit to Urine Drug Testing

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as described in sections 10-13. An employee who fails to cooperate with the testing process or attempts to thwart the testing process will be considered to have "refused testing". Refusal to submit to DOT required testing is a violation of this substance abuse policy.

Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

The following actions constitute a "refusal to test" in accordance with 49 CFR Part 40, as amended:

(1) Failure to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer (pre-employment testing not applicable).
(2) Failure to remain at the testing site until the testing process is completed (after the process has been started)
(3) Failure to provide a urine specimen for any drug test required by this part or DOT agency regulations
(4) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen
(5) Failure to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
(6) Failure or decline to take an additional drug test the employer or collector has directed you to take
(7) Failure to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by EMR.
(8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).
(9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
(10) Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process.
(11) Admitting to the collector or MRO that you adulterated or substituted the specimen.
(12) When the MRO verifies your drug test result as adulterated or substituted.

Refusals to test will result in employee's immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O.

15. Observed Urine Drug Collections

During an observed collection, the employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around, that they do not have a prosthetic device. The collector/observer must witness the employee's urine leave the body and enter the collection cup. The collector/observer must be the same gender as the employee being observed.

Observed collections are required in the following circumstances:

- Anytime the employee is directed to provide another specimen because the temperature on the original specimen was out of the accepted temperature range of 90°F - 100°F;
- Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with;
- Anytime a collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- Anytime the employee is directed to provide another specimen because the laboratory reported to the MRO that the original specimen was invalid and the MRO determined that there was not an adequate medical explanation for the result;
- Anytime the employee is directed to provide another specimen because the MRO determined that the original specimen was positive, adulterated or substituted, but had to be cancelled because the test of the split specimen could not be performed.
- Anytime a follow up or return to duty test is required (test types not applicable to PMT policy)

16. Specimen Analysis

All specimens will be analyzed in accordance with the procedures set forth in 49 CFR Part 40, as amended. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

17. Dilute Test Results

Upon receipt of MRO verified **negative-dilute** drug test results with creatinine levels greater than 5 mg/dl and less than 20 mg/dl, EMR will exercise the option to require that applicants/employees submit to a secondary urine collection as provided in 49 CFR Part 40.197. The collection of the second specimen will not be conducted under direct observation. The result of the second urine drug test will be accepted as the final result.

PMT will exercise this option uniformly for all pre-employment and random tests that produce a negative-dilute test result with creatinine levels greater than 5mg/dl but less than 20mg/dl.

Upon receipt of a **positive-dilute** urine drug test result, EMR will immediately remove the employee from safety sensitive duty and provide the employee with a referral to a DOT qualified Substance Abuse Professional. A positive dilute result is always deemed as a

final positive result. *Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

18. Medical Review Officer's Role and Responsibilities

The designated Medical Review Officer (MRO) shall be a licensed physician (doctor of medicine or osteopathy) with knowledge of drug disorders. EMR shall use the following Medical Review Officer:

Name of MRO: DR. HINDA GREENE

Address: 3640 LAKEVIEW DR, SEBRING, FL 33870

Phone Number: 863-214-3779

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results of urine samples that are not obtained or processed in accordance with DOT regulations.

Additionally, the MRO cannot accept an assertion of consumption of a hemp food product as a basis for verifying a confirmed marijuana (THC) test result as a negative. Consumption of a hemp food product is not to be considered a legitimate medical explanation for a prohibited substance or metabolite in an individual's specimen.

An employee shall be notified by the MRO of a laboratory confirmed positive test and a verification interview will be conducted with the employee, by the MRO in accordance with 49 CFR Parts 40.131, through 40.141

19. Verified Positive Results

MRO verified positive urine drug tests will result in immediate removal from safety sensitive duties and a referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O, will be provided to employee.

Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

20. Cancelled/Invalid Test Results

A drug test that has been declared cancelled by the Medical Review Officer, because the specimen was invalid or for other reasons, shall be considered neither positive nor negative. Additionally, a specimen that has been rejected for testing by the laboratory is reported by the MRO as a cancelled test.

When a negative urine drug test result is required (as is the case with pre-employment, return to duty and follow up test types) the employer must conduct another drug test on the individual. For some categories of cancelled drug tests, the MRO will indicate that a re-collection of a specimen using direct observation specimen collection procedures is required, regardless of test type. Direct observation collection procedures will be in accordance with 49 CFR Part 40.67 as amended. The MRO may also direct an employee to undergo a medical evaluation to determine whether or not clinical evidence of drug use exists when there are documented medical explanations for an individual producing invalid specimens and a negative result is needed for a pre-employment, return to duty or follow-up test.

For alcohol testing, a test that is deemed to be invalid per 49 CFR Part 40.267, shall be cancelled and therefore considered neither positive nor negative.

21. Split Specimen Testing

Split specimen collection procedures will be followed in obtaining specimens. An employee is entitled to request, within 72 hours of learning of a verified positive test result, that the split specimen be tested at a different DHHS certified laboratory than that which conducted the test of the primary specimen. If the test result of the split specimen fails to reconfirm the presence of the drug or drug metabolite, the test result shall be ruled "Canceled". The procedures for canceled tests, as outlined in 49 CFR Part 40.187, will be followed. If the test result of the split specimen is positive, the test results shall be deemed positive. If the laboratory's test of the primary specimen is positive, adulterated or substituted and the split specimen is unavailable for testing, a recollection under direct observation is required. Direct observation collection procedures will be in accordance with 49 CFR Part 40 as amended.

Split Specimen Testing is not authorized for test results reported by the MRO as "Invalid".

Payment of Split Specimen Testing:

When an employee has made a request to the MRO for a test of the split specimen, EMR is required to ensure that the cost for the split specimen testing is covered, in order for a timely analysis of the sample.

22. Alcohol

For the purposes of this policy, alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl or isopropyl alcohol. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol. 49 CFR Part 655 authorizes alcohol testing and requires EMR to take action on the findings, regardless of whether it was ingested as a beverage alcohol or in a medicinal or other preparation.

23. Alcohol Use and Breath Alcohol Testing

No safety-sensitive employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater. If there is actual knowledge that an employee may be under the influence of alcohol while performing safety sensitive functions, the employee shall not be permitted to perform or continue to perform safety-sensitive functions, pending a reasonable suspicion interview, conducted per Section 12. No safety-sensitive employee shall use alcohol while performing

safety-sensitive functions, within (4) four hours prior to performing a safety sensitive function, or during the hours that they are on call or standby for duty. No safety-sensitive employee shall use alcohol within eight (8) hours following an accident or until the employee undergoes a post-accident test, whichever occurs first.

A Breath Alcohol Technician (BAT) qualified to conduct DOT breath alcohol testing shall conduct all DOT required alcohol screening tests.

In accordance with the provisions of 49 CFR Part 40, as amended, the results of both the screening and confirmation of breath alcohol tests, as applicable, shall be displayed to the individual being tested immediately following the test(s).

The results of breath alcohol testing will be transmitted by the breath alcohol technician to EMR in a confidential manner, in writing, in person, by telephone or electronic means in accordance with 49 CFR Part 40, as amended. All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended.

EMR affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. Handling of tests and confidentially shall be in conformance with 49 CFR Part 40, and as described below:

If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his/her position for (8) eight hours unless a retest results in a concentration measure of less an 0.02.

An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. An employee testing positive for alcohol will be immediately removed from safety sensitive duty and will be provided with a referral to a DOT qualified Substance Abuse Professional, in accordance with 49 CFR Part 40, as amended.

Per EMR authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.

24. Refusal to Submit to Alcohol Testing

The following actions constitute a refusal to submit to Alcohol Testing:

(1) Fail to appear for any test within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
(2) Fail to remain at the testing site until the testing process is complete
(3) Fail to provide an adequate amount of saliva or breath for any alcohol test required by this part or DOT agency regulations
(4) Fail to provide a sufficient breath specimen, and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
(5) Fail to undergo a medical examination or evaluation, as directed by the [Agency]
(6) Fail to sign the certification at Step 2 of the ATF

(7) Fail to cooperate with any part of the testing process.

A referral to a Substance Abuse Professional that has knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders, and who meets the qualifications outlined in 49 CFR Part 40.281 Subpart O will be provided. *Per PMT authority, violation of this substance abuse policy will result in termination of employment and/or exclusion from hire.*

25.

National Hot-Line Numbers and Help Lines:
1-800-COCAINE

The American Council on Alcoholism Help Line
1-800-527-5344

The National Institute on Drug Abuse Hot Line
1-800-662 HELP

Alcoholics Anonymous 212-686-1100

A copy of the referenced regulations (49 CFR Parts 40 and Part 655) are available on the CUTR Substance Abuse Management Resource Website: sam.cutr.usf.edu.

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RESOLUTION NO. 2025-59

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR ELITE MEDICAL RESPONSE, LLC TO PROVIDE NON-EMERGENCY TRANSPORTATION SERVICES FOR INTERFACILITY TRANSFERS; PROVIDING FOR AUTHORIZATION, SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 410.25, Florida Statutes, provides for licensure by the State of Florida Department of Health (the "FDOH") for entities providing basic life support or advanced life support transportation services; and

WHEREAS, a certificate of public convenience and necessity is required from the county in which the transportation services will occur as a condition of obtaining licensure by the FDOH; and

WHEREAS, Hardee County (the "County") has previously approved a certificate for medical transportation services in Resolution No. 99-05, and finds that a need has been generated for authorization of Elite Medical Response, LLC to provide non-emergency transportation services and does not appear to adversely impact or affect the operations of the County's Emergency Medical Services; and

WHEREAS, Elite Medical Response, LLC has agreed to ensure that the medical transportation services will comply with all statutory requirements including those provided for in Chapter 401, Florida Statutes; and

WHEREAS, the BOCC find it to be in the best interests of the County to approve the certificate of public convenience and necessity for Elite Medical Response, LLC as provided for herein and in the attached Exhibit "A."

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

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

Section 2. **Certification.** The issuance of a Certificate of Public Convenience and Necessity for Elite Medical Response, LLC for the provision of advanced and basic life support non-emergency transportation services is hereby authorized pursuant to the following:

A. The provision of basic or advanced life support service for the purpose of non-emergency inter-facility transfers for Hardee County.
B. This is not intended to grant an exclusive franchise to Elite Medical Response, LLC or to establish a contractual relationship between the Hardee County and Elite Medical Response, LLC.
C. In the event Hardee County determines a catastrophe, emergency, or other urgent situation necessitating medical transport services, Elite Medical Response, LLC shall provide assistance to Hardee County for the health, safety, and welfare of the residents of Hardee County. There shall be no obligation to reimburse or otherwise be obligated for payment to Elite Medical Response, LLC for services rendered.
D. This Certificate of Public Convenience and Necessity issued pursuant to this Resolution shall be effective upon issuance and shall have an initial term not to exceed one (1) year

unless the state license issued to Elite Medical Response, LLC expires or is otherwise revoked or suspended.

Section 3. **Approval.** The Chairman of the Hardee County Board of County Commissioners is authorized and directed to execute any forms or documents in furtherance of this Resolution in substantially the same form, the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

Section 4. **Severability.** The provisions of this Resolution are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

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

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

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

By: _____
Russell A. Melendy, Chair

(SEAL)

ATTEST:

By: _____
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Elite Medical Response, LLC, is requesting to provide Basic and Advanced Life Support transfer services to the citizens of Hardee County; and

WHEREAS, there has been demonstrated that there is a need for Elite Medical Response, LLC, to provide Advanced Life Support services to the citizens of Hardee County; and

WHEREAS, Elite Medical Response, LLC, will comply with all the requirements of Florida Statutes 401, the Florida Administrative Code 64J and any other state or federal agencies regulating Advanced Life Support ambulance service, The Board of County Commissioners of Hardee County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support services effective July 17, 2025. This Certificate of Public Convenience and Necessity issued to Resolution number 2025-59 shall be effective upon issuance and shall have an initial term not to exceed one year unless the State license issued to Elite Medical Response, LLC expires or is otherwise revoked or suspended.

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

_____
Russell A. Melendy, Chair

AGENDA ITEM NO. 4.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Lane Schneider, Emergency Management
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lane Schneider, Emergency Management Director** - Emergency Management Preparedness and Assistance Grant

SUGGESTED ACTION:

ATTACHMENTS:
2025-07-07, Memo - FY25-26 EMPA Agreement.pdf
Hardee County FY 2025 EMPA A0551 AGREEMENT FINAL 6.5.25.pdf

Hardee County
FLORIDA

Emergency Management

To: Terry Atchley, County Manager

From: Lane Schneider, Emergency Management Director

Subject: Approval of the 2025 Emergency Management Preparedness and Assistance (EMPA) Grant Agreement

Date: July 7th, 2025

The Florida Division of Emergency Management (FDEM) administers the Emergency Management Preparedness and Assistance (EMPA) Base Grant annually to support county emergency management programs. Hardee County has consistently received this grant each year, and it remains a critical funding source for maintaining and improving our local emergency management capabilities.

For Fiscal Year 2025, Hardee County will receive $105,806 through the EMPA Base Grant. This is a non-competitive, formula-based award that requires no local match. The grant period runs from July 1, 2025, through June 30, 2026. Funds may be used to support essential emergency management activities, including personnel, planning, training, exercises, equipment, and other preparedness initiatives aligned with state guidance and local needs.

Approval of the 2025 EMPA Agreement will allow Hardee County Emergency Management to continue key projects such as maintaining the Comprehensive Emergency Management Plan (CEMP), supporting Continuity of Operations (COOP) planning, coordinating the Local Mitigation Strategy (LMS), conducting training and exercises, and sustaining Emergency Operations Center (EOC) functions.

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

LANE SCHNEIDER
EMERGNECY MANAGEMENT DIRECTOR

MAILING ADDRESS
4O4 West Orange Street
Wauchula, FL 33873

PHONE
863-773-6373

WEBSITE
hardeecountyfl.gov

Agreement Number: **A0551**

STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPARDNESS AND ASSISTANCE GRANT

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 "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

(a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) 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 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 Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the 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 Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). 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) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2025,** and shall end on **June 30, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. 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 Agreement.

(4) FUNDING CONSIDERATION

(a) This is a fixed-cost Agreement, subject to the availability of funds. Upon satisfactory completion of each deliverable, the first, second, third, and fourth payment request may be submitted for a fixed amount of **$26,451.50** each quarter. Upon submission of a request for payment, Recipient must also submit a Quarterly Report of expenditures to the Division's Grants Manager consistent with the Scope of Work (Attachment A).

(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 Recipient only for the allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

(d) The Division will review quarterly requests for reimbursement by comparing the documentation provided by the Recipient against a performance measure outlined in Scope of Work (Attachment A), and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which 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.

(e) 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 period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, 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.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with Section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress of all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) 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 forty-five (45) 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 September 30, December 31, March 31, and June 30.

(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 occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. “Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

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

(f) The Recipient shall provide additional reports and information identified in the Division of Emergency Management Enterprise Solution (DEMES).

(6) MONITORING

(a) The Division is responsible for and shall monitor Recipients performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(c) Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

(d) On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from the Division once per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The 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 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. The Recipient shall document in the quarterly report the subcontractor’s progress in performing its work under this Agreement. For each subcontract, the 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.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP “has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”

(b) When conducting an audit of the Recipient’s performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards (“GAGAS”). As defined by 2 C.F.R. §200.50, 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."

(c) 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 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 Recipient of such non-compliance.

(d) The 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 audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, 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 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 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.

(10) 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, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; 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:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the 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) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) If 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) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the 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 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 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 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 Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Recipient to reimburse the Division for 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 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 Recipient.

(12) 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 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 Recipient with thirty (30) calendar days 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 this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division 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 Division from the Recipient is determined.

(13) PROCUREMENT

(a) The 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, Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”), and Section 287.057, Florida Statutes.

(b) As required by 2 C.F.R. § 200.318(i), the 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 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 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 Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will 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 will not substitute its judgment for that of the Recipient. While the 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 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 Recipient as quickly as possible within the seven (7) business day window outlined above. If the 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 (12) above; and,

ii. Refuse to reimburse the 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 Recipient chooses to subcontract any of the work required under this Agreement, then the 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 Recipient within seven (7) business days.

Consistent with 2 C.F.R. § 200.325, the Division will 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 will not substitute its judgment for that of the Recipient. While the 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 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 Recipient as quickly as possible within the seven (7) business day window outlined above. If the 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 (12) above; and,

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

(f) The 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 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.

(g) As required by 2 C.F.R. § 200.318(c)(1), the 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, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the 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.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the 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.

(j) The 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.

(k) The 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.

(14) 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:

Exhibit 1 – Single Audits

Exhibit 2 – EM Director Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Division Contractual Point of Contact
Type text here Josue' Jean 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4419 Josue.Jean@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Division Programmatic Point of Contact
Clesha Pennywell 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.Pennywell@em.myflorida.com

(d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name: Lane Schneider
Title: Emergency Management Director
Address: 404 W. Orange St. Wauchula, FL 33873
Phone: (863) 773-6373
Email: lane.schneider@hardeecountyfl.gov

(16) PAYMENTS

(a) 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. 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 Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) 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. FDEM will only advance 50% of the total award amount.

(b) Invoices shall be submitted to include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) 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 Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) 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, 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.

(18) MANDATED CONDITIONS AND OTHER LAWS

(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 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 Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the 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 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any 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 presently not 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-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 (18)(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) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (via Division of Emergency Management Enterprise Solutions (DEMES)) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which

Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division 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, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the 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 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 1324(a) [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 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 division 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.

(m) 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.

(19) STATE REQUIREMENTS PERTAINING TO LOBBYING

(a) 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."

(b) 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.

(20) 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. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

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

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the 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 Recipient shall become the sole property of the 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 Recipient, under this Agreement, for Florida government purposes.

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

(22) STATEMENT AND ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and 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 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. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

(c) 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) all 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 Recipient based upon the funds provided under this Agreement, the meetings of the 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.

(d) 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.

(e) The Recipient shall maintain all records for the 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 (Attachment A 2) – Proposed Budget Detail Worksheet 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) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

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

(25) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION AND RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For

example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY AND STATE SECURITY INTEREST

In accordance with section 287.05805, Florida Statutes, if any state funds are utilized for the acquisition of real property or for improvements to real property, the Contractor or Political Subdivision receiving such funds must grant the State of Florida a security interest in the subject property. This security interest shall be, at a minimum, equivalent to the total amount of state funds provided. The security interest must remain in effect for a period of at least five (5) years from the date of property purchase or the date of completion of the improvements, or for a longer duration if so, mandated by applicable law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES

(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 and Section 288.703, Florida Statutes, 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”).

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT:

By: _____

Russell Melendy, Chair

(Name and Title)

Date: _____

59-6000632

Federal Identification Number

Q11TSMH2P7X6

UEID/SAM Number

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.*

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: _____

Kevin Guthrie, Division Director

Date: _____

FY 2025 EMPA AGREEMENT
EXHIBIT 1 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Recipient: Hardee County BOCC	
FEIN: 59-6000632	**Sub- Recipient's Fiscal Year:** FY25-26
Contact Name: Lorie Ayers	**Contact's Phone:** 863-773-6349
Contact's Email: lorie.ayers@hardeecountyfl.gov	

1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☑Yes ☐No

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

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** expend Federal awards during its fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☑Yes ☐No

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

   Did Recipient exceed $750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☑Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

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

Lorie J Ayers	07/07/2025
Signature of Authorized Representative	**Date**
Lorie Ayers	General Services Director
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2025 EMPA
AGREEMENT
EXHIBIT 2–EM DIRECTOR
CERTIFICATION

In accordance with the 2025 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2025, and shall end on June 30, 2026, and to remain consistent with section 252.38(1)(c), Florida Statutes and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify on their Exhibit 3 their commitment to employ and maintain a Director.

I, Russell Melendy, Chair (Name) certify compliance with the requirements for the 2025 Emergency Management Preparedness and Assistance grant program.

Hardee County BOCC (Recipient) has employed an EM Director (EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, Russell Melendy also certify that I am the official representative for Hardee County BOCC (Recipient) and have authority to bind Hardee County BOCC (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: Russell Melendy

Title: Chair, Hardee County BOCC

Date: _____

Phone/Email: (863) 773-9430

Attachment A
Scope of Work
FY 2025 EMPA Agreement

I. GENERAL POLICY

The purpose of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by Section 252.373, Florida Statutes. Funds shall be allocated to implement and administer county emergency management programs, to support the following activities:

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

Pursuant to Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 48 C.F.R. Part 31, entitled "Contract Cost Principles and Procedures." 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. TASKS AND QUARTERLY DELIVERABLES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

The Recipient must successfully complete the following Tasks and Deliverables throughout the period of performance. Quarterly deliverables must be uploaded through the Division of Emergency Management Enterprise Solution (DEMES) portal.

Q1 TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

EMERGENCY MANAGEMENT DIRECTOR AND STAFF CERTIFICATION

Pursuant to Section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the jurisdictional limits of the county in which it is organized.

Pursuant to Rule 27P-19.004, Florida Administrative Code, each County Emergency Management Agency must annually certify their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Exhibit 2** – Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, Florida Administrative Code, in accordance with Table below.

- **Reporting Form 4** – Staffing Detail and Position Descriptions for funded emergency management staff.

Q1 TASK 2: STATE MUTUAL AID AGREEMENT (SMAA)

Pursuant to sSection 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions within the territorial limits of the county within which it is organized and, in addition, shall conduct such activities outside its territorial limits as are required pursuant to sections 252.31-252.90, Florida Statutes, and in accordance with state and county emergency management plans and mutual aid agreements. Counties shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post disaster emergency operations.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Self-Submittal** – Submit the executed Statewide Mutual Aid Agreement in accordance with section 252.38, Florida Statutes, Emergency management powers of political subdivisions.

REPORTING REQUIREMENTS

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Updates Only**	**Updates Only**	**Updates Only**

Q2 TASK 1: TRAINING AND EXERCISE

INTEGRATED PREPAREDNESS PLAN (IPP)

The County Emergency Management Agency shall be 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, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County 2028-2029 IPP Data Sheets by January 12, 2026, in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Q2 TASK 2: TRAINING AND EXERCISE

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

All EMPA Program-funded personnel are expected to be trained emergency managers. All EMPA 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. (AARs).

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

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

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

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

Q2 TASK 3: SHELTERING PLAN AND POINT OF DISTRIBUTION (POD) PLAN

A. SHELTERING LOCATIONS AND SHELTERING PLAN

The County Emergency Management Agency shall provide their shelter locations and create a Sheltering Plan focusing on emergency sheltering and local disaster housing strategy serving as a guide to support temporary housing both in the response and

recovery phases of a disaster.

B. EMERGENCY SITES & POD PLAN

The County Emergency Management Agency shall provide their emergency sites (i.e., County Staging Areas, Points of Distribution (POD), Debris Management Sites, etc.) locations and create a POD Plan focusing on the distribution of resources (i.e., food, water, etc.) during the aftermath of disaster.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- Submit the County Shelter Locations by January 12th, 2026 in WebEOC;
- Submit the County Shelter Plan by January 12th, 2026 in DEMES;
- Submit the County Emergency Sites Locations by January 12th, 2026 in WebEOC; and
- Submit the County Point of Distribution Plan by January 12th, 2026 in DEMES.

REPORTING REQUIREMENTS:

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

Q3 TASK 1: STATEWIDE EXERCISE AND CONFERENCE ATTENDENCE

A. FLORIDA TRAINING FOR EMERGENCY MANAGEMENT AND STATEWIDE EXERCISE

The County Emergency Management Agency must provide documentation demonstrating attendance of its emergency management funded staff at Florida's Training for Emergency Management (FTEM) Conference and a full day participation in the yearly Statewide Exercise.

For FTEM, standard counties are required to show attendance of at least two (2) such staff members, while fiscally constrained counties must demonstrate attendance of at least one (1) staff member.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Statewide Exercise and Conference attendance proof submitted in accordance with Table below.
- A copy of the post-event report with attendee names, session summaries, and lessons learned.

REPORTING REQUIREMENTS:

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

Q4 TASK 1: POLICY OR PROTOCOL SUBMITTAL

A. Procurement Policy

The County Emergency Management Agency shall provide documentation demonstrating its local policy or protocol for purchasing, which must be based on national best practices discussed at the FTEM.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Submit procurement policy for purchasing based on national best practices discussed at the conference in accordance with Table below.
- Submit procurement policy with supporting documentation.

Q4 TASK 2: VALIDATING CAPABILITIES THROUGH EXERCISE

B. Exercises

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 2 for Quarter 4, all EMPA funded personnel are required to participate in a minimum of three (3) exercises during the agreement period.

To demonstrate successful completion, the Recipient must submit the following in DEMES:

DELIVERABLES:

- **Self-Report** – Sub-Recipient must provide sign-in sheets for exercise in which EMPA funded personnel participated in accordance with Table below.

- 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.

Q4 TASK 3: LOCAL BUDGET MATCH

DIVISION FORM 3

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2026.

To demonstrate successful completion, the Recipient must submit the following into DEMES:

DELIVERABLES:

- **Division Form 3** – A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved; in accordance with Table below.

  To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.
- **Self Report 4** – A copy of the local EM general revenue expenditure (general ledger) report.in accordance with Table below.

REPORTING REQUIREMENTS:

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

Payments: The Recipient must perform the minimum requirements for each task and deliverable as indicated in Attachment A – Scope of Work to receive payment.

Financial Consequences: Section 215.971, Florida Statutes, requires the Agency, as the recipient of State funding, to apply financial consequences, including withholding a portion of funding up to the full amount if the Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, shall result in a 10% reduction of the overall amount authorized by this Agreement.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2025 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division for approval. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning;
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-in sheet with meeting date
- Proof of payment (e.g., credit card statement, bank statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of Procurement method (e.g. quotes, and or solicitations).

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation).

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code, outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all

incidents within the jurisdiction on a 24-hour basis.

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

- **Salaries and Fringe Benefits**
- **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.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. 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.

Operational Costs Supporting Documentation

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

- For salaries, provide copies of payroll expenditure reports.
- Expense items need to have copies of invoices, or receipts and proof of payment (credit card statements, bank statements). All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
- Funding may not be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel.
- 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, applicants, recipients and FEMA staff are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

***Please Note*:**

- Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES.

C. EQUIPMENT

Pursuant to 27P-19.010 Disbursement. Allowable equipment costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars, or, in the event no circular applies, by 2 C.F.R. part 200 CONTRACT COST PRINCIPLES AND PROCEDURES. If an item qualifies as reasonable and necessary, and the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

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)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

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.

Equipment Acquisition Costs Supporting Documentation

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

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. 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.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide a certificate of completion; all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the course sign-in sheet with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide workshop sign-in sheets, materials used for workshop, and all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (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 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 fifteen (15) participants.

Allowable training-related costs include the following:

Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

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

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

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

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

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

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

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

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

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

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

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference

registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

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

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

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

Reimbursement for Meal Allowances That Exceed the State Rates

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

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (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 $175 per night.

Training Costs Supporting Documentation

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

For travel and conferences related to EMPA 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 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 Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

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. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall 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, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of

government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. 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 recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

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

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

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the DEMES an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It

should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- 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);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that

performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. 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 must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will 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
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.
(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
(3) Wholly or partly suspend or terminate the award.
(4) Take other remedies that may be legally available.

FY 2025 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the 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 Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **HARDEE COUNTY, COUNTY OF**
AGREEMENT: **A0551**

1. PLANNING	$
2. ORGANIZATION	$ 105,806.00
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105,806.00

FY 2025 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	2	$52,903.00	$105,806.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
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			**$105,806**

REVISION DATE: 7/7/2025

FY 2025 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide all support documentation for the quarterly financial reports.

A. The Recipient must provide all supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2025**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2025,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2026**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

F. 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. FDEM will make three written attempts to collect the required information before initiating an administrative closeout. If an award is administratively closed, FDEM 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 award.

FY 2025 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

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.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2025 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
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, but is not limited to the following: 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 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)

_____

_____

_____

_____

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

Signature of Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Recipient/Subcontractor's Authorized Official

FY 2025 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____
Signature Recipient's Name

_____ _____
Name and Title Division Contract Number

_____ _____
Street Address Project Number
City, State, Zip
Date

FY 2025 EMPA AGREEMENT
ATTACHMENT D
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. 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 the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate 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.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) 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.

(3) 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.

(4) 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.

Business Hours

The Recipient has moved to a hybrid remote work schedule and employees are in the office 3 days a week. It is expected for at least one employee to physically be on site from (Monday) through (Friday), and from (times) (8:00am) to (5:00pm).

Licensing and Permitting

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

FY 2025 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their 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.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (*See* 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.
15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

AGENDA ITEM NO. 4.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Todd Miller, Community Development Director -** Goose Pond Minor Estates Subdivision
SUGGESTED ACTION:	

ATTACHMENTS:
Minor Subdivision Goose Pond Estates.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

Email todd.miller@hardeecounty.net Fax n/a

I request the following item be placed on the 07/17/2024 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Minor Subdivision - Goose Pond Estates

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman to sign Certificate of Compliance.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

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

Hardee County
FLORIDA

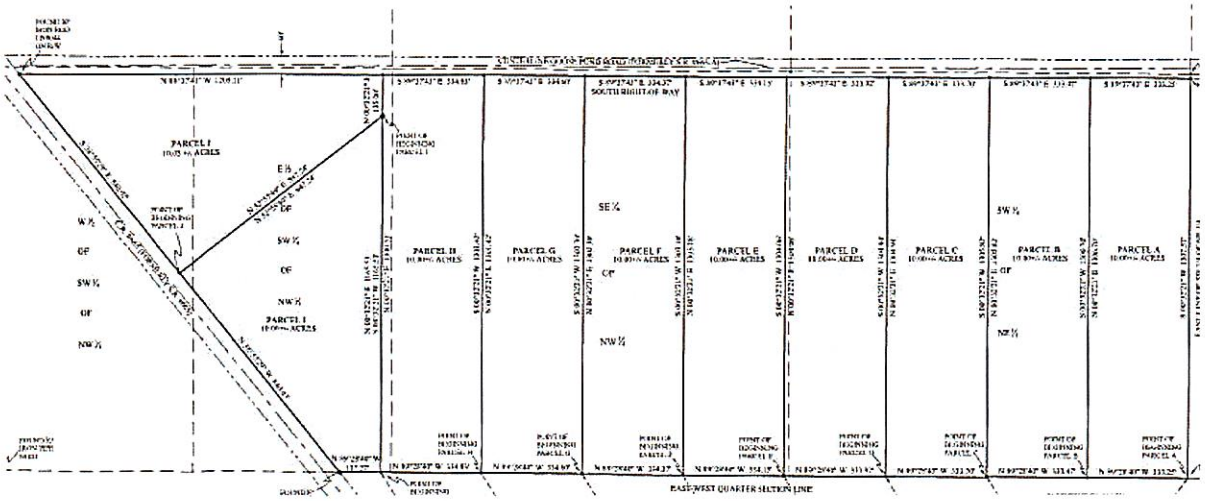
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Project Name:	**Goose Pond Estates Subdivision**
Request:	Request for a Minor Subdivision to subdivide nine (9) new 10.0 +/- acre parcels out of an existing 101.7 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	QC Standby Desoto Grove Justin Blomberg 1370 Jet Stream Dr., Suite 100 Henderson, NV 89052
Location:	Goose Pond Rd, Hardee County Located on Southeast corner of Goose Pond Rd and C.R. 665.
Parcel Identification:	28 35 23 0000 05640 0000
Site Size:	**101.74** +/-acres
Existing Zoning/Land Use:	**A-1** zoning/**Agriculture** FLU
Surrounding Zoning/Land Use:	All adjacent properties: **A-1** zoning/**Agriculture** FLU



STAFF ANALYSIS

Staff has reviewed the application for a Minor Subdivision (verifying that the owner of record noted on the deed and the applicant are the same, or is an authorized representative thereof) against the criteria for approval of a Minor Subdivision listed in Section 9.11.05.01, as indicated below.

9.11.05.01 Approval of Minor Subdivisions

A minor subdivision of land may be approved by the Board of County Commissioners without the requirement to plat pursuant to these regulations where all of the following conditions are satisfied:

(1) The property is located within one of the following zoning districts:

a. FR-1
b. FR-2
c. FR-2.5; or
d. A-1

Staff Response: The parcel is located within the A-1 zoning district.

(2) The subject property has not previously been processed through this minor subdivision procedure;

Staff Responses: The parent parcel has never been through this minor subdivision process prior to the proposal.

(3) If located in the FR-1, FR-2, or FR-2.5 zoning districts, the approval does not result in the creation of more than five lots/parcels—defined as four new lots or parcels and a remaining lot/parcel.

Staff Response: N/A

(4) The approval does not result in the creation of more than ten lots/parcels—defined as nine new lots or parcels and a remaining lot/parcel.

Staff Response: The proposal will create 9 new lots/parcels and 1 remainder lot/parcel.

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

Staff Response:

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	10.0 +/- acres (Parcels A-J)

SETBACKS	*Front: 50 ft* *Rear: 50 ft* *Sides: 25 ft*	***TBD***
HEIGHT	*40 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	200 ft	333 +/- ft (Parcel A-H 840.03 ft (Parcel I) 2,045.13 ft (Parcel J)

(6) Each lot/parcel has the minimum required frontage as set forth in the zoning district in which the lot/parcel lies on a maintained public road as adopted for maintenance by the Board of County Commissioners, and as identified by the County Road and Bridge Department, and no new streets, either public or private, are needed to serve either property. Minimum frontage shall be owned in fee-simple.

Staff Response: Access to parcels A-H will be provided solely via Goose Pond Road, with over 333 ft of road frontage each. Parcel I will have access via county Road 665 and parcel J will have access to both Goose Pond Road and County Road 665.

(7) No extension of a public water or sewer system is needed.

Staff Response: Potable water will be provided via private well; and wastewater will be provided via a Florida Health Department approved septic system.

(8) The creation of a parcel wholly within the 100-year flood zone is prohibited.

Staff Response: Best available information shows no flood hazard area on any of the referenced parcels/lots.
(see attached location map)

(9) No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

Staff Response: No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

(10) Such action, either individually or cumulatively, will not result in significant increases in service requirements, interfere with maintenance of existing levels of service, or create specific service deficiencies, such as drainage, roadway maintenance, or other deficiencies.

Staff Response: The proposal will not interfere (individually or cumulatively) with existing levels of service nor create service deficiencies for:

- *Traffic Management:*
  - *Trip generation of 84.6 (or 75.2) +/- ADT will not adversely impact Goose Pond Rd, which is a Local Road, operating at LOS A.*

- *Trip generation of 9.4 (or 18.8) +/- ADT will not adversely impact CR 665, which is a Minor Collector Road operating with a 300 AADT.*

- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: FDEP permits and enforces all stormwater drainage requirements for single-lot developments. Historically, FDEP has not required permits for low density residential development.*

(11) If a drainage facility is needed an easement if favor of the party responsible for maintenance must be recorded in the public records of Hardee County prior to the transfer of ownership of the lots/parcels created through minor subdivision. A maintenance agreement imposing responsibility for maintenance of drainage facility shall be required.

Staff Response: The FDEP will not require a Environmental Resource Permit for the proposed subdivision.

(12) If the property is located on an access management roadway corridor, the site development plan must demonstrate compliance with the applicable access management standards.

Staff Response: Access drives to a county-maintained right-of-way require a permit at the time of development. Goose Pond Road and C.R 665 are not access corridors.

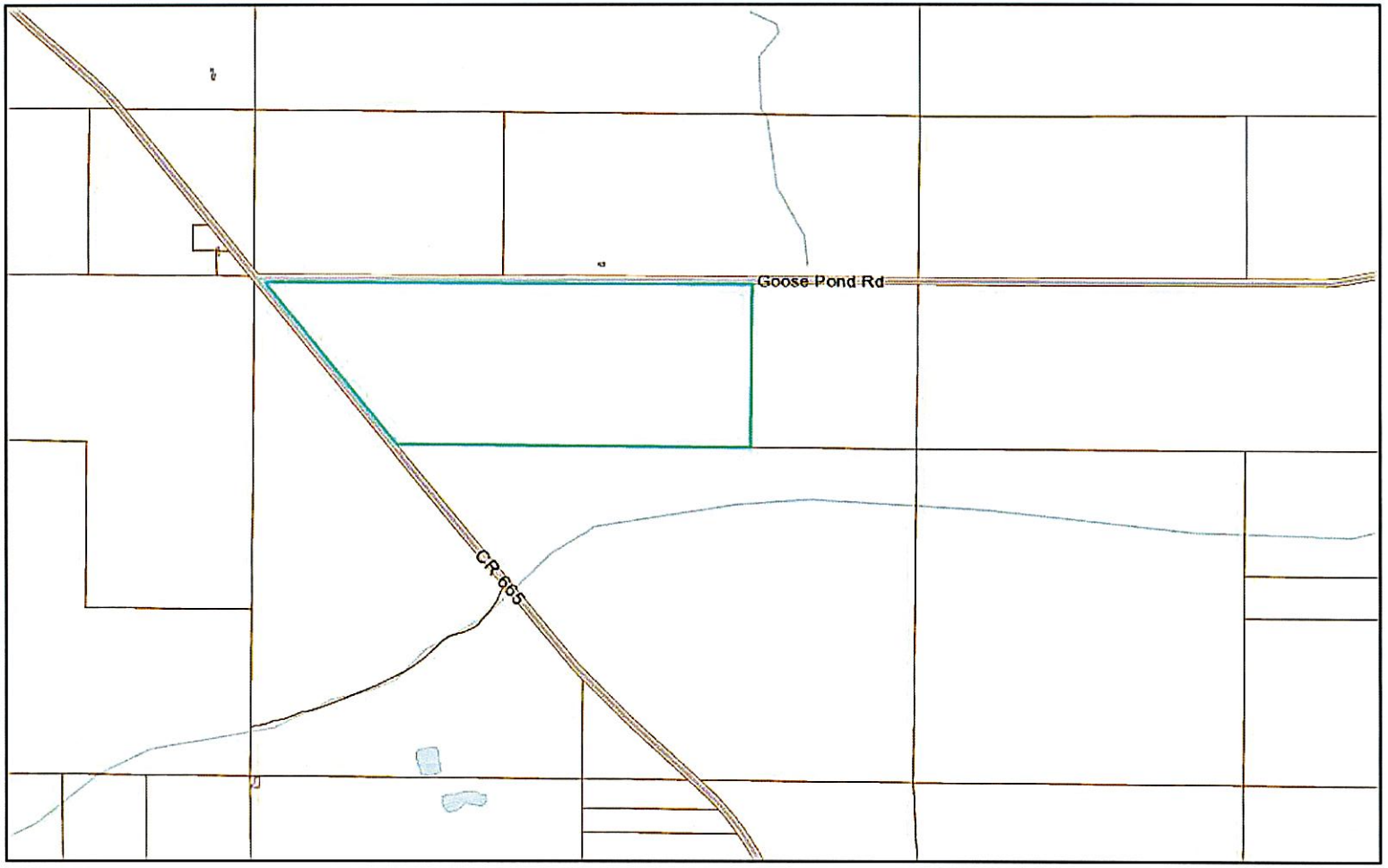
CONCLUSION

Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

Therefore, the Community Development staff **RECOMMENDS APPROVAL** of the subject Minor Subdivision application to the Board of County Commissioners.

Attachments:
Location Map
Zoning/FLU Map
Aerial Map
Flood Map

GOOSE POND ESTATES - Location Map



6/19/2025, 8:50:56 AM

Parcels WFS - Parcels

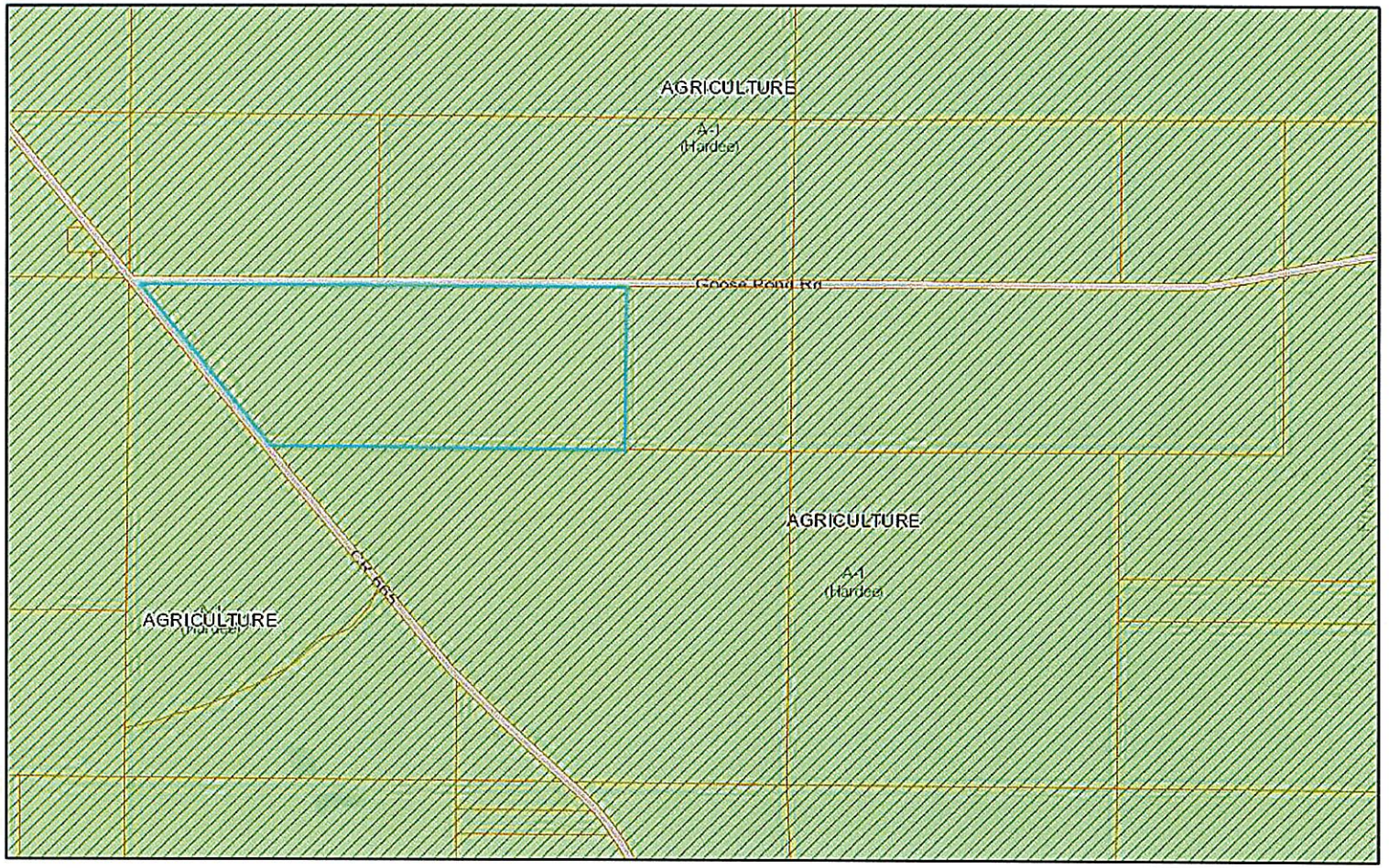
1:14,768

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Esri., Inc., City of Naperville, Illinois

GOOSE POND ESTATES - Zoning/FLU Map



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Parcels WFS - Parcels

Future Landuse (County)

AGRICULTURE

COMMERCE PARK

CONSERVATION

HIGHWAY MIXED USE

INDUSTRIAL

PUBLIC INSTITUTIONAL

RECREATION

RESIDENTIAL LOW

RESIDENTIAL MEDIUM

RESIDENTIAL HIGH

1:14,768

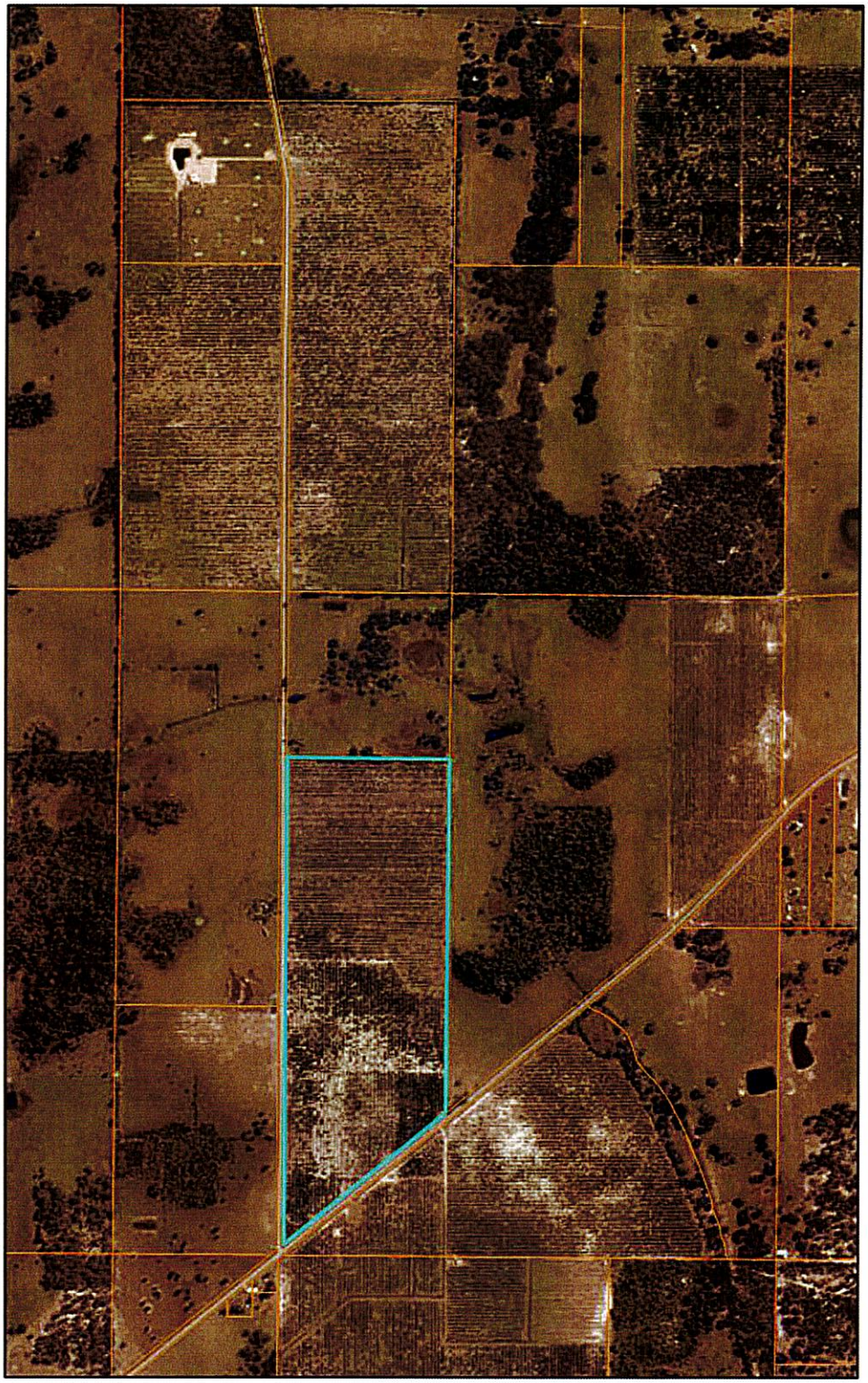
0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

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

Hardee County GIS

GOOSE POND ESTATES - Aerial Map



6/19/2025, 8:57:43 AM

Parcels WFS - Parcels

1:14,768

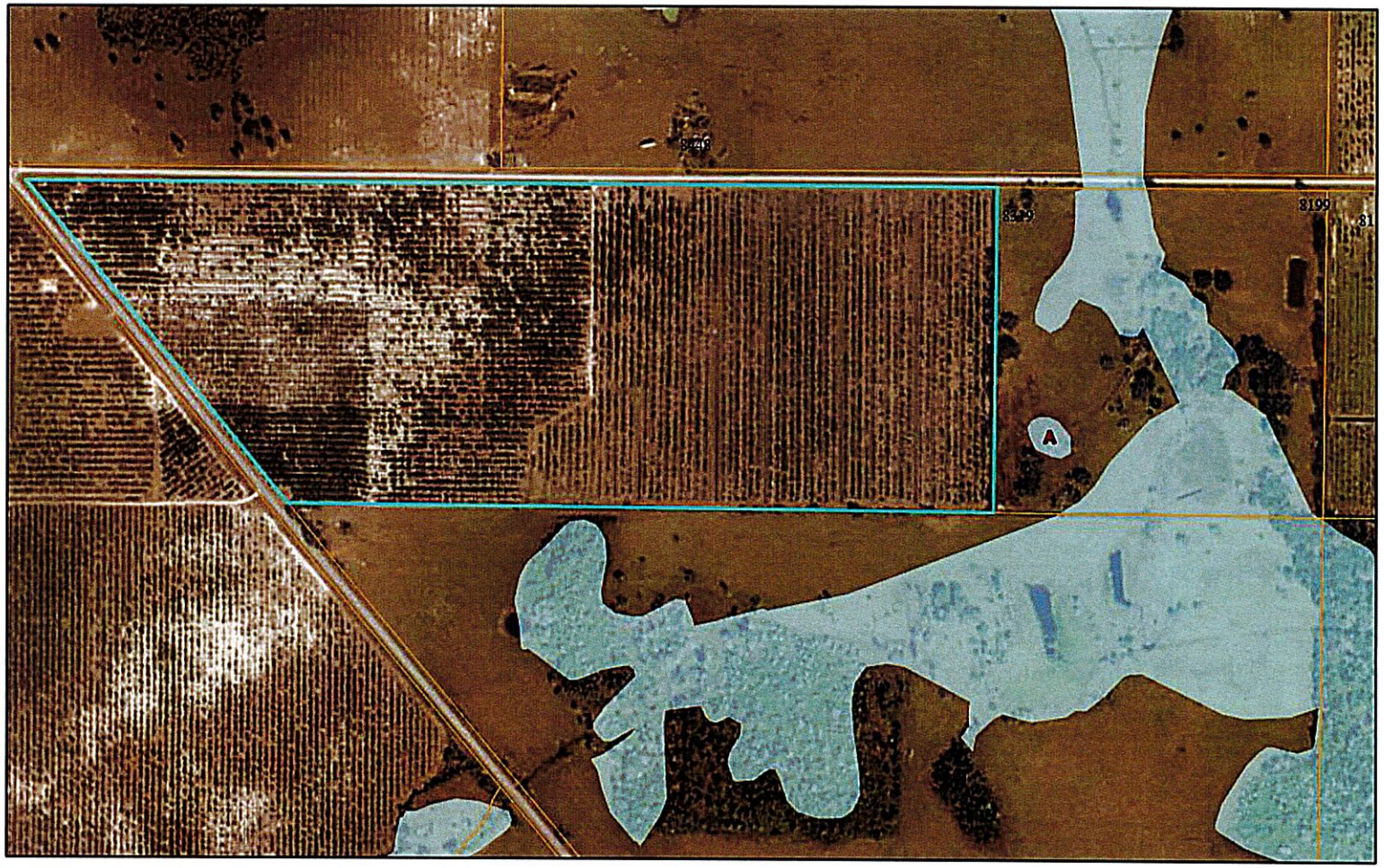
0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

State of Florida, Maxar

Hardee County GIS

GOOSE POND ESTATES - Flood Map



6/19/2025, 9:02:14 AM

Parcels WFS - Parcels

Address Point

FEMA Flood Zone

A,

1:7,384

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

State of Florida, Maxar

Hardee County GIS

8

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER QC Standby Desoto Grove
c/o Walt Bethel
1370 Jet Stream Dr, Suite 100
Henderson, NV 89052

NAME OF SUBDIVIDING ***Goose Pond Estates***

DATE OF HEARING July 17, 2025,

YOU ARE HEREBY NOTIFIED AND THE UNDERSIGNED HEREBY CERTIFIES that based on and after due consideration of your application to subdivide property and upon public hearing by the Board of County Commissioners your request to subdivide parcel no. 28 35 23 0000 05640 0000 being 101.74 +/-acres in size to be eligible for development is hereby approved in accordance with the Hardee County Unified Land Development Code under the minor subdivision process.

The minor subdivision entitled ***Goose Pond Estates*** being prepared by William R. Waters, Professional Surveyor and Mapper # 6795 is dated May 19, 2025. All lands are situated in the A-1 (Agriculture) Zoning District and the Agricultural Future Land Use Category.

Parcel I.D. No. 28 35 23 0000 05640 0000

LEGAL DESCRIPTION Parcel A—10.0 +/-acres	See attached.	***LEGAL DESCRIPTION Parcel F—10.0 +/-acres***	See attached.
LEGAL DESCRIPTION Parcel B—10.0 +/-acres	See attached.	***LEGAL DESCRIPTION Parcel G—10.0 +/-acres***	See attached
LEGAL DESCRIPTION Parcel C—10.0 +/-acres	See attached.	***LEGAL DESCRIPTION Parcel H—10.0 +/-acres***	See attached
LEGAL DESCRIPTION Parcel D—10.0 +/-acres	See attached.	***LEGAL DESCRIPTION Parcel I—10.0 +/-acres***	See attached.
LEGAL DESCRIPTION Parcel E—10.0 +/-acres	See attached.	***LEGAL DESCRIPTION Parcel J—10.0 +/-acres***	See attached.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION—Goose Pond Estates—07-2025

Legal Description:

DESCRIPTION PARCEL A:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Begin at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 333.25 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1306.70 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 333.25 feet to said East line; thence South 00°32'21" West along said East line a distance of 1307.57 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL B:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 333.25 feet for the POINT OF BEGINNING; thence continue the same line a distance of 333.47 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1305.82 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 333.47 feet; thence South 00°32'21" West and parallel with said East line a distance of 1306.70 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL C:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 666.72 feet for the POINT OF BEGINNING; thence continue the same line a distance of 333.70 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1304.94 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 333.70 feet; thence South 00°32'21" West and parallel with said East line a distance of 1305.82 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL D:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 1000.42 feet for the POINT OF BEGINNING; thence continue the same line a distance of 333.92 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1304.06 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 333.92 feet; thence South 00°32'21" West and parallel with said East line a distance of 1304.94 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL E:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 1334.34 feet for the POINT OF BEGINNING; thence continue the same line a distance of 334.15 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1303.18 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 334.15 feet; thence South 00°32'21" West and parallel with said East line a distance of 1304.06 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL F:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 1668.49 feet for the POINT OF BEGINNING; thence continue the same line a distance of 334.37 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1302.30 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 334.37 feet; thence South 00°32'21" West and parallel with said East line a distance of 1303.18 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL G:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 2002.86 feet for the POINT OF BEGINNING; thence continue the same line a distance of 334.60 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1301.42 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 334.60 feet; thence South 00°32'21" West and parallel with said East line a distance of 1302.30 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL H:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 2337.46 feet for the POINT OF BEGINNING; thence continue the same line a distance of 334.83 feet; thence North 00°32'21" East and parallel with the East line of said Southwest ¼ of Northeast ¼ a distance of 1300.53 feet to the South right of way of Goose Pond Road; thence South 89°37'43" East along said right of way a distance of 334.83 feet; thence South 00°32'21" West and parallel with said East line a distance of 1301.42 feet to the POINT OF BEGINNING.

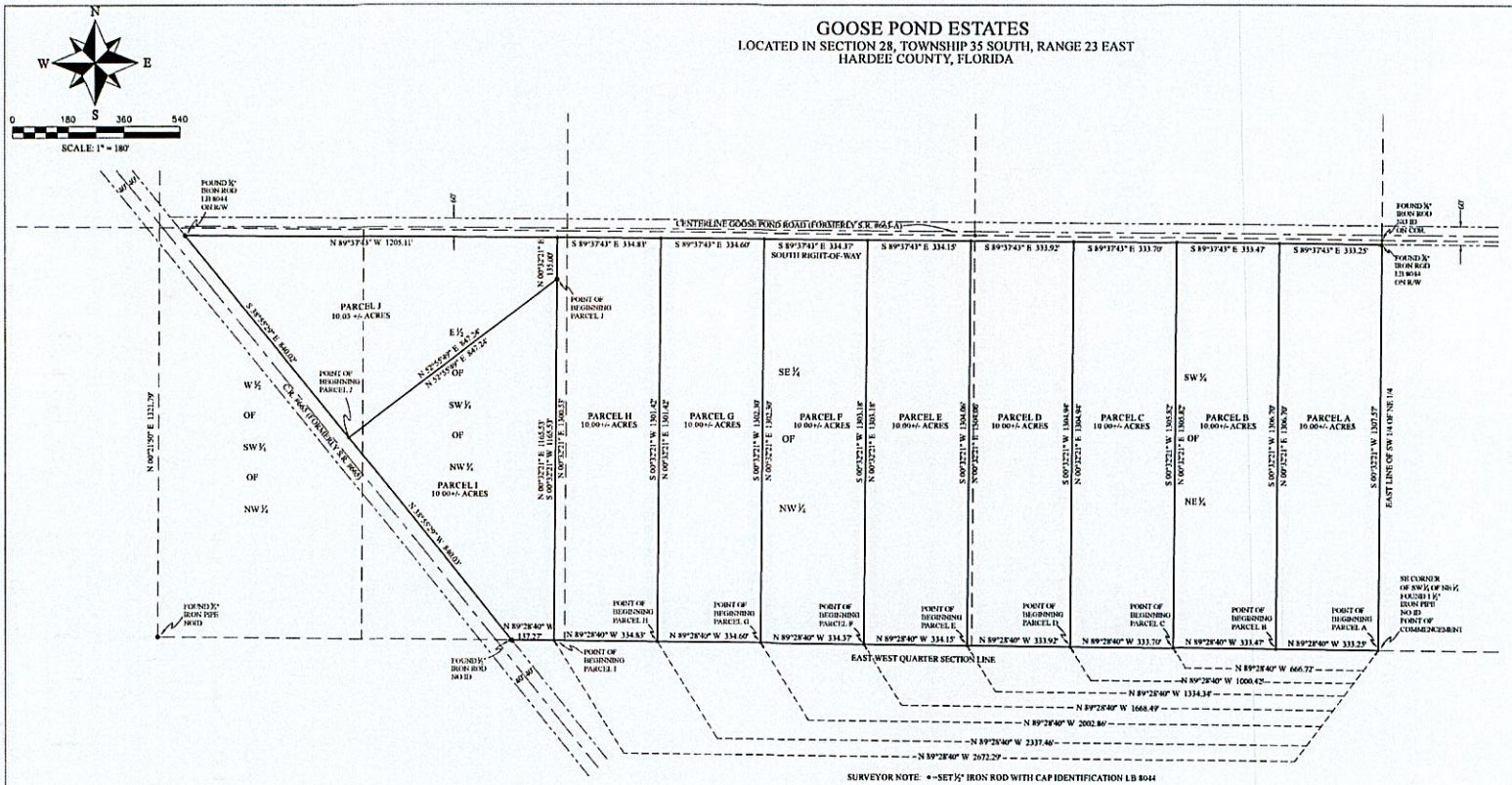
DESCRIPTION PARCEL I:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 2672.29 feet for the POINT OF BEGINNING; thence continue the same line a distance of 137.27 feet to the Northeasterly right of way of County Road 665; thence North 38°55'29" West along said right of way a distance of 840.03 feet; thence North 52°55'49" East a distance of 847.24 feet; thence South 00°32'21" West a distance of 1165.53 feet to the POINT OF BEGINNING.

DESCRIPTION PARCEL J:
A portion of the South ½ of the Northwest ¼ and a portion of the Southwest ¼ of the Northeast ¼ of Section 28, Township 35 South, Range 23 East, Hardee County Florida being more particularly described as follows: Commence at the Southeast corner of said Southwest ¼ of Northeast ¼; thence North 89°28'40" West along the East/West quarter section line a distance of 2672.29; thence North 00°32'21" East a distance of 1165.53 feet for POINT OF BEGINNING; thence continue same line a distance of 135.00 feet to the South right of way of Goose Pond Road; thence North 89°37'43" West along said South right of way a distance of 1205.11 feet to the Northeasterly right of way of County Road 665; thence South 38°55'29" East along said Northeasterly right of way a distance of 840.02 feet; thence North 52°55'49" East a distance of 847.24 feet to the POINT OF BEGINNING.

GOOSE POND ESTATES

LOCATED IN SECTION 28, TOWNSHIP 35 SOUTH, RANGE 23 EAST
HARDEE COUNTY, FLORIDA

RECEIVED
JUN 11 2025
je


N
W
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0
180
360
540
SCALE: 1" = 180'
PARCEL J
10.03 +/- ACRES
PARCEL I
10.00+/- ACRES
PARCEL H
10.00+/- ACRES
PARCEL G
10.00+/- ACRES
PARCEL F
10.00+/- ACRES
PARCEL E
10.00+/- ACRES
PARCEL D
10.00+/- ACRES
PARCEL C
10.00+/- ACRES
PARCEL B
10.00+/- ACRES
PARCEL A
10.00+/- ACRES
E½ OF SW¼ OF NW¼
W½ OF SW¼ OF NW¼
SE¼ OF NW¼
SW¼ OF NE¼
CENTERLINE GOOSE POND ROAD (FORMERLY S.R. 665-A)
SOUTH RIGHT-OF-WAY
EAST LINE OF SW 1/4 OF NE 1/4
EAST/WEST QUARTER SECTION LINE
POINT OF BEGINNING PARCEL J
POINT OF BEGINNING PARCEL I
POINT OF BEGINNING PARCEL H
POINT OF BEGINNING PARCEL G
POINT OF BEGINNING PARCEL F
POINT OF BEGINNING PARCEL E
POINT OF BEGINNING PARCEL D
POINT OF BEGINNING PARCEL C
POINT OF BEGINNING PARCEL B
POINT OF BEGINNING PARCEL A
SE CORNER OF SW¼ OF NW¼ FOUND 1 ½" IRON PIPE NO ID POINT OF COMMENCEMENT
FOUND ⅝" IRON ROD LB 8044 ON R/W
FOUND ⅝" IRON ROD NO ID ON CURVE
FOUND ⅝" IRON ROD 343 ID
FOUND ⅝" IRON PIPE NO ID
N 89°37'43" W 1209.11'
S 89°37'43" E 334.83'
S 89°37'43" E 334.60'
S 89°37'43" E 334.37'
S 89°37'43" E 334.15'
S 89°37'43" E 333.92'
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N 89°28'40" W 1668.49'
N 89°28'40" W 2002.86'
N 89°28'40" W 2337.46'
N 89°28'40" W 2672.29'
N 00°32'21" E 1165.53'
N 00°32'21" E 1305.82'
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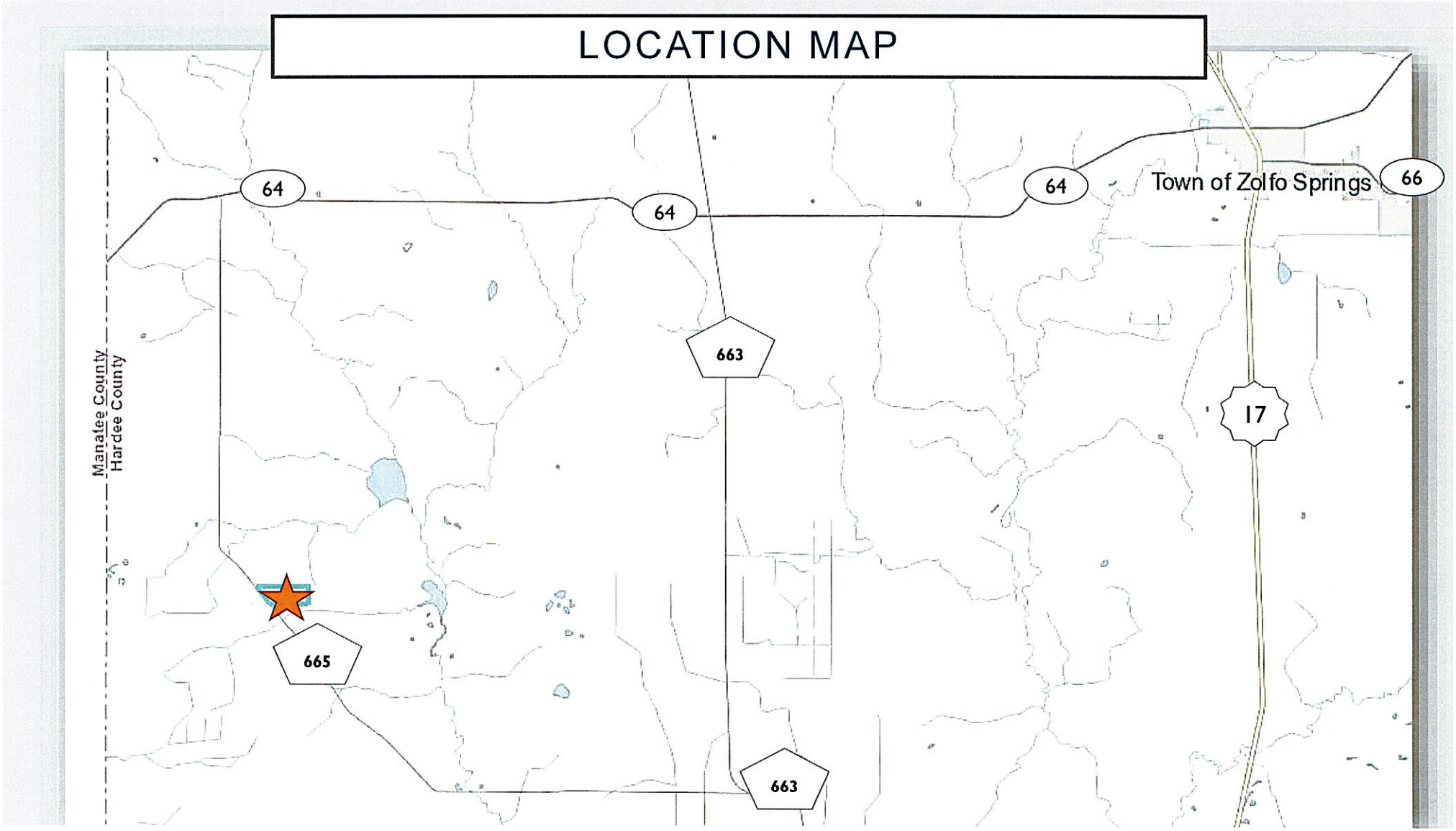
N 00°32'21" E 1304.14'
N 00°32'21" E 1303.30'
N 00°32'21" E 1302.46'
N 00°32'21" E 1301.62'
N 00°32'21" E 1300.78'
N 00°32'21" E 1300.53'
N 00°32'21" E 1307.57'
N 00°32'21" E 1307.57'
N 00°32'21" E 1307.57

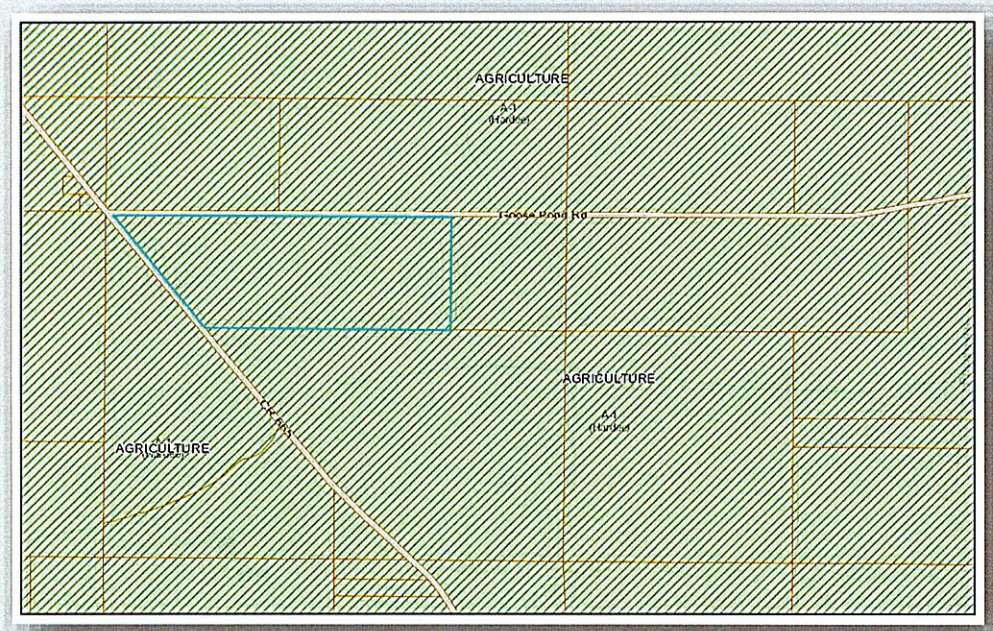
GOOSE POND ESTATES
MINOR SUBDIVISION
QC STANDBY DESOTO GROVE

Hardee County
FLORIDA

LOCATION MAP



APPLICATION



Property Owner: QC Standby Desoto Grove

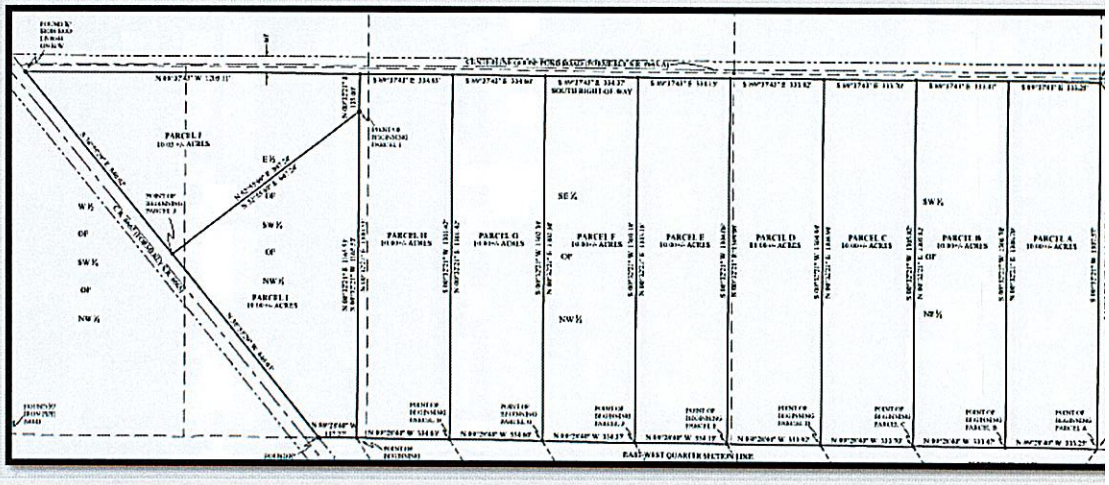
Authorized Applicant: Justin Blomberg

A request for a Minor S/D to subdivide nine (9) new parcels from the 101.7 +/- acre parent parcel.

- Current Use: Vacant land
- Proposed Use: Residential/Agricultural
- Location: Southeast corner of Goose Pond Rd and C.R. 665 in the A-1 zoning district, Agricultural Future Land Use Category.

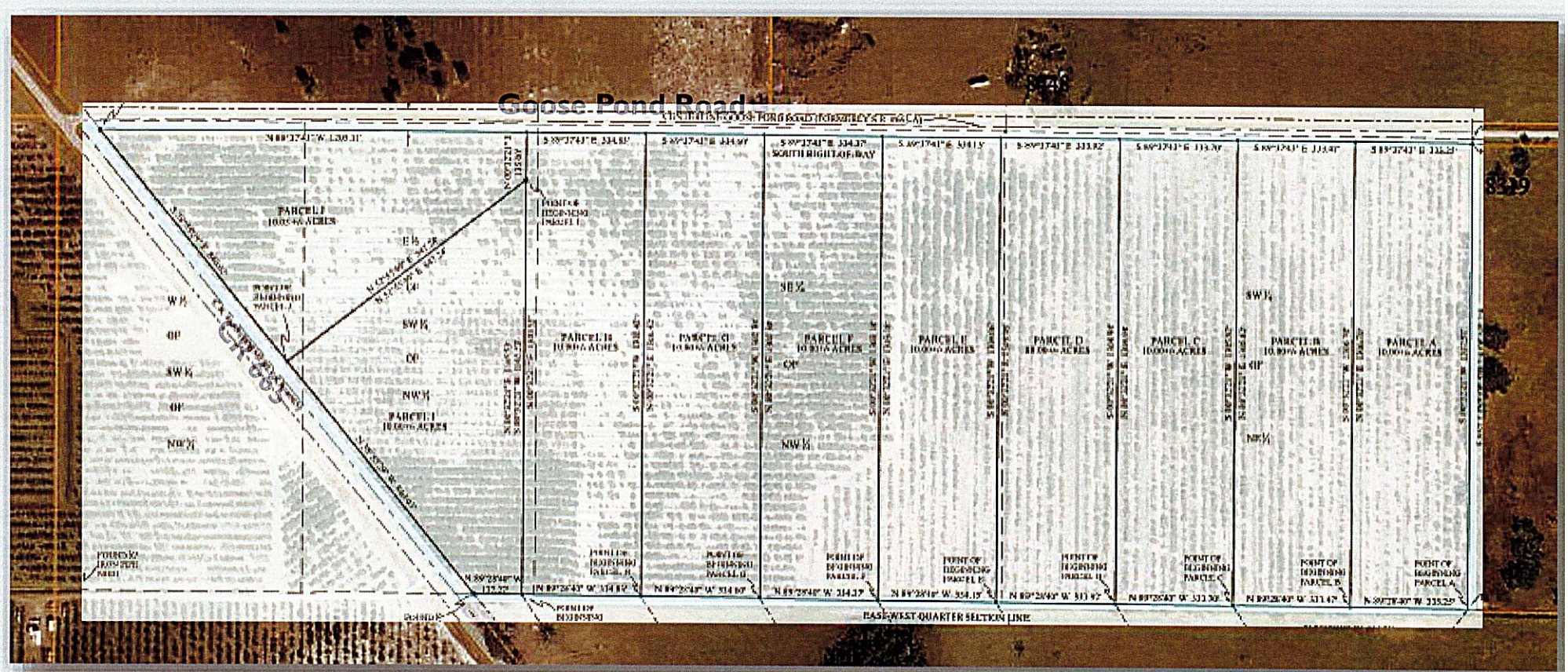
REQUIREMENTS

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	10.0 +/- acres (Parcels A-J)
SETBACKS	Front: 50 ft Rear: 50 ft Sides: 25 ft	TBD
HEIGHT	40 ft	TBD
LOT COVERAGE	N/A	N/A
LOT WIDTH	200 ft	333 +/- ft (Parcel A-H 840.03 ft (Parcel I) 2,045.13 ft (Parcel J)



Hardee County
FLORIDA

SUBDIVISION MAP



CONCLUSION

- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

AGENDA ITEM NO. 4.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Todd Miller, Community Development Director -** Mon Ramon Subdivision
SUGGESTED ACTION:	

ATTACHMENTS:
Minor Subdivision Mon Ramon Subdivison.pdf

AGENDA REQUEST FORM

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

Department/Agency: Hardee County Community Development Department

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

Email: todd.miller@hardeecounty.net Fax: n/a

I request the following item be placed on the 07/17/2024 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Todd Miller- Community Development Director- (5 Minutes)

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

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman to sign Certificate of Compliance.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

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

Hardee County
FLORIDA

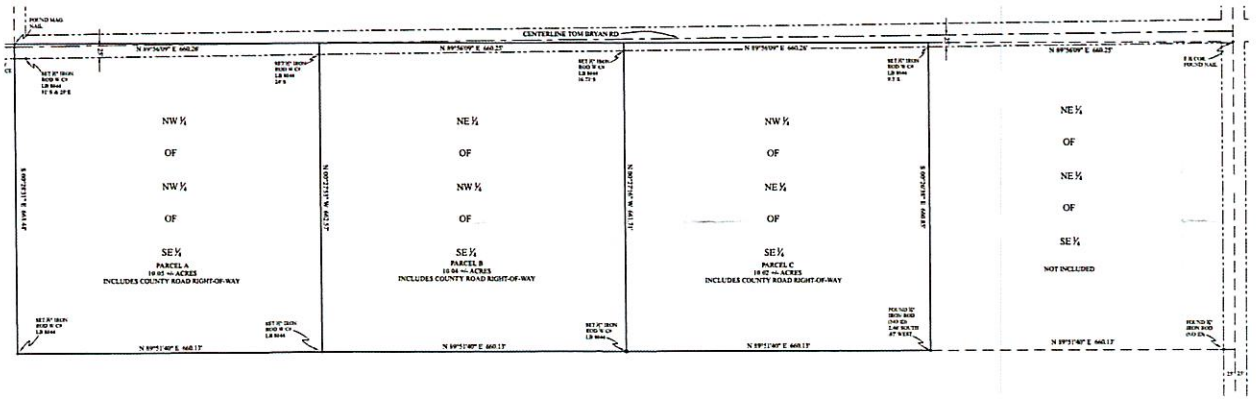
STAFF REPORT

Minor Subdivision

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Project Name:	**Mon Ramon Subdivision**
Request:	Request for a Minor Subdivision to subdivide two (2) new 10.0 +/- acre parcels out of an existing 30.0 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.
Property Owner/Applicant:	Mon Raman Investments LLC Xee Xiong 2530 Garza Rd Zolfo Springs, FL 33890
Location:	Tom Bryan Rd Hardee County Located on Southeast corner of Tom Bryan Rd and Lambert Rd.
Parcel Identification:	02 34 26 0000 06220 0000
Site Size:	**30.0** +/-acres
Existing Zoning/Land Use:	**A-1** zoning/**Agriculture** FLU
Surrounding Zoning/Land Use:	All adjacent properties: **A-1** zoning/**Agriculture** FLU



STAFF ANALYSIS

Staff has reviewed the application for a Minor Subdivision against(verifying that the owner of record noted on the deed and the applicant are the same, or is an authorized representative thereof) the criteria for approval of a Minor Subdivision listed in Section 9.11.05.01, as indicated below.

9.11.05.01 Approval of Minor Subdivisions

A minor subdivision of land may be approved by the Board of County Commissioners without the requirement to plat pursuant to these regulations where all of the following conditions are satisfied:

(1) The property is located within one of the following zoning districts:

a. FR-1
b. FR-2
c. FR-2.5; or
d. A-1

Staff Response: The parcel is located within the A-1 zoning district.

(2) The subject property has not previously been processed through this minor subdivision procedure;

Staff Responses: The parent parcel has never been through this minor subdivision process prior to the proposal.

(3) If located in the FR-1, FR-2, or FR-2.5 zoning districts, the approval does not result in the creation of more than five lots/parcels—defined as four new lots or parcels and a remaining lot/parcel.

Staff Response: N/A

(4) The approval does not result in the creation of more than ten lots/parcels—defined as nine new lots or parcels and a remaining lot/parcel.

Staff Response: The proposal will create 2 new lots/parcels and 1 remainder lot/parcel.

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

Staff Response:

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	10.0 +/- acres (Parcels A-C)

SETBACKS	*Front: 50 ft* *Rear: 50 ft* *Sides: 25 ft*	***TBD***
HEIGHT	*40 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	200 ft	660 +/- ft (Parcel A-C)

(6) Each lot/parcel has the minimum required frontage as set forth in the zoning district in which the lot/parcel lies on a maintained public road as adopted for maintenance by the Board of County Commissioners, and as identified by the County Road and Bridge Department, and no new streets, either public or private, are needed to serve either property. Minimum frontage shall be owned in fee-simple.

Staff Response: Access to parcels B and C will be provided solely via Tom Bryan Rd, with over 660 ft of road frontage each. Parcel A will have access either via Tom Bryan Rd or ingress/egress via a private travel path known as Lambert Rd.

(7) No extension of a public water or sewer system is needed.

Staff Response: Potable water will be provided via private well; and wastewater will be provided via a Florida Health Department approved septic system.

(8) The creation of a parcel wholly within the 100-year flood zone is prohibited.

Staff Response: Best available information shows no flood hazard area on any of the referenced parcels/lots.
(see attached location map)

(9) No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

Staff Response: No vacation or elimination of streets, setbacks, access control, or easements are required or proposed.

(10) Such action, either individually or cumulatively, will not result in significant increases in service requirements, interfere with maintenance of existing levels of service, or create specific service deficiencies, such as drainage, roadway maintenance, or other deficiencies.

Staff Response: The proposal will not interfere (individually or cumulatively) with existing levels of service nor create service deficiencies for:

- *Traffic Management:*
  - *Trip generation of 28.2 (or 18.8) +/- ADT will not adversely impact Tom Bryan Rd, which is a Local Road, operating at LOS A.*
  - *Lambert Rd, which is a private travel path, is not a county-maintained road.*

- *Utilities: The properties will not be connected to public water and wastewater utilities.*
- *Drainage: FDEP permits and enforces all stormwater drainage requirements for single-lot developments. Historically, FDEP has not required permits for low density residential development.*

(11) If a drainage facility is needed an easement if favor of the party responsible for maintenance must be recorded in the public records of Hardee County prior to the transfer of ownership of the lots/parcels created through minor subdivision. A maintenance agreement imposing responsibility for maintenance of drainage facility shall be required.

Staff Response: The FDEP will not require a Environmental Resource Permit for the proposed subdivision.

(12) If the property is located on an access management roadway corridor, the site development plan must demonstrate compliance with the applicable access management standards.

Staff Response: Access drives to a county-maintained right-of-way require a permit at the time of development. Tom Bryan Rd is not an access corridor.

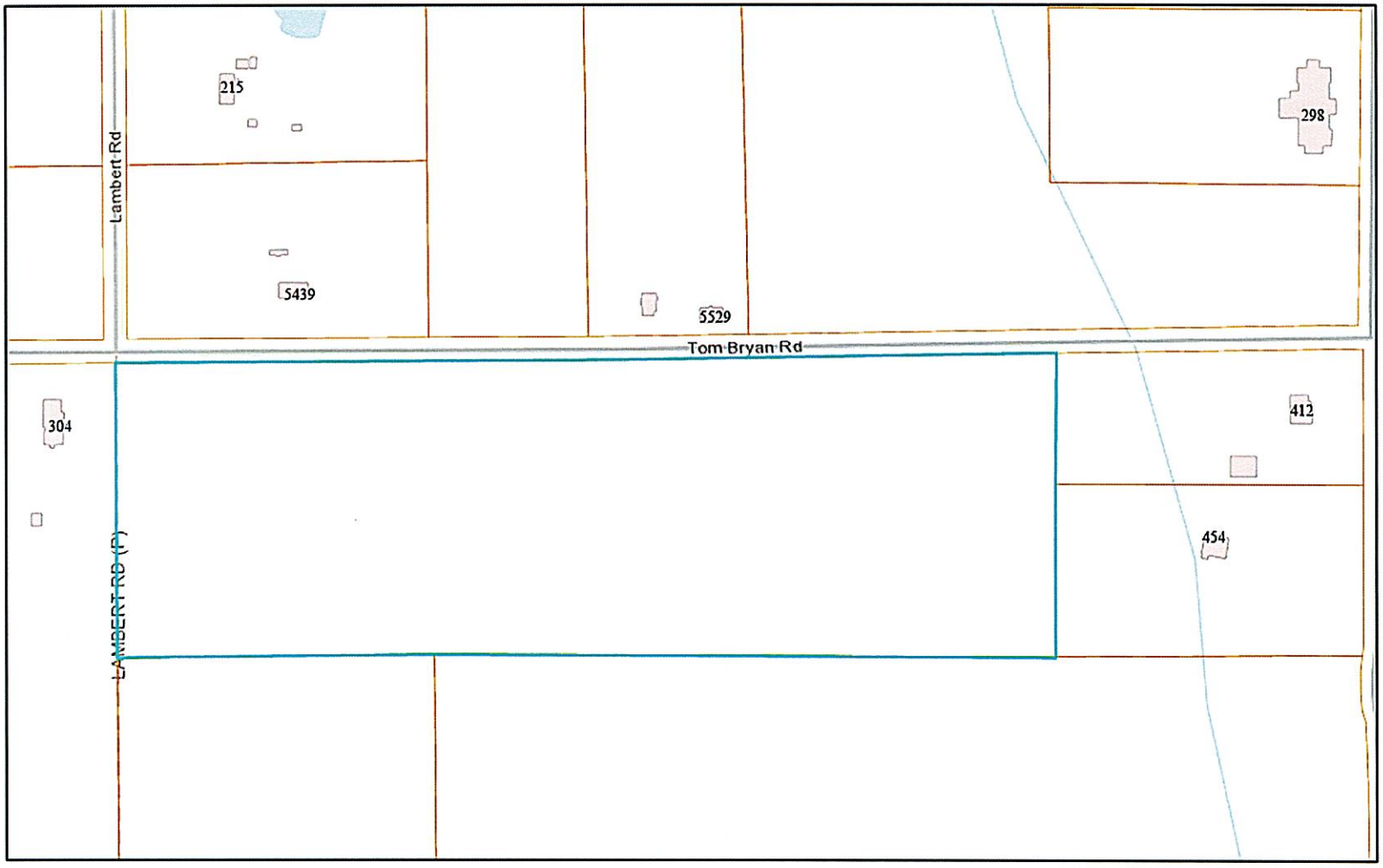
CONCLUSION

Based upon the above analysis, the Community Development Department has determined that the proposed Minor Subdivision will meet the requirements of Section 9.11.05.01 of the Hardee County Unified Land Development Code.

Therefore, the Community Development staff **RECOMMENDS APPROVAL** of the subject Minor Subdivision application to the Board of County Commissioners.

Attachments:
Location Map
Zoning/FLU Map
Aerial Map
Flood Map

MON RAMON SUDIVISION-- Location Map



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Parcels WFS - Parcels

Address Point

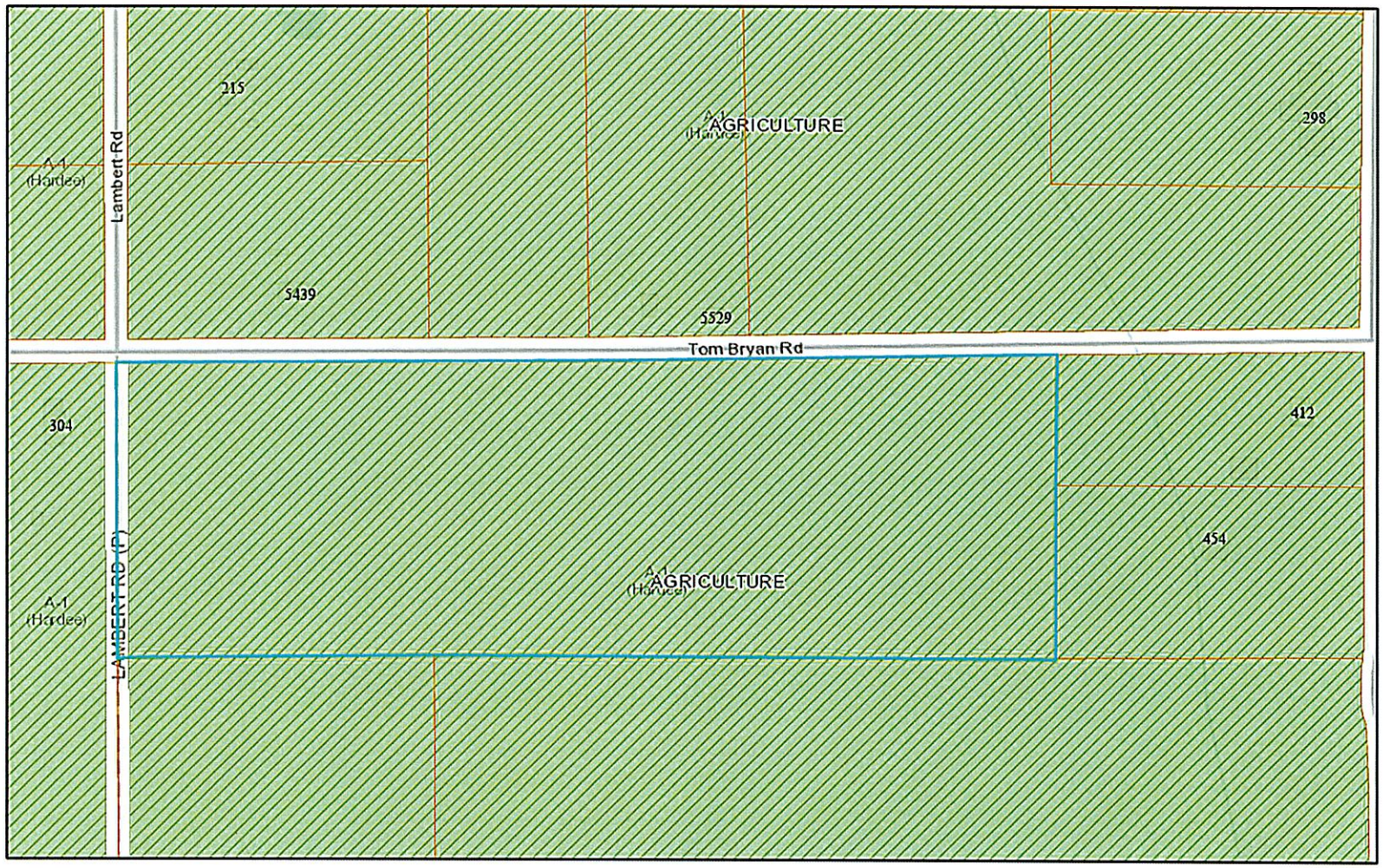
1:3,912

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Esri., Inc., City of Naperville, Illinois

MON RAMON SUDIVISION-- Zoning/FLU Map



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Parcels WFS - Parcels

Address Point

Future Landuse (County)

AGRICULTURE

COMMERCE PARK

CONSERVATION

HIGHWAY MIXED USE

INDUSTRIAL

PUBLIC INSTITUTIONAL

RECREATION

RESIDENTIAL LOW

1:3,912

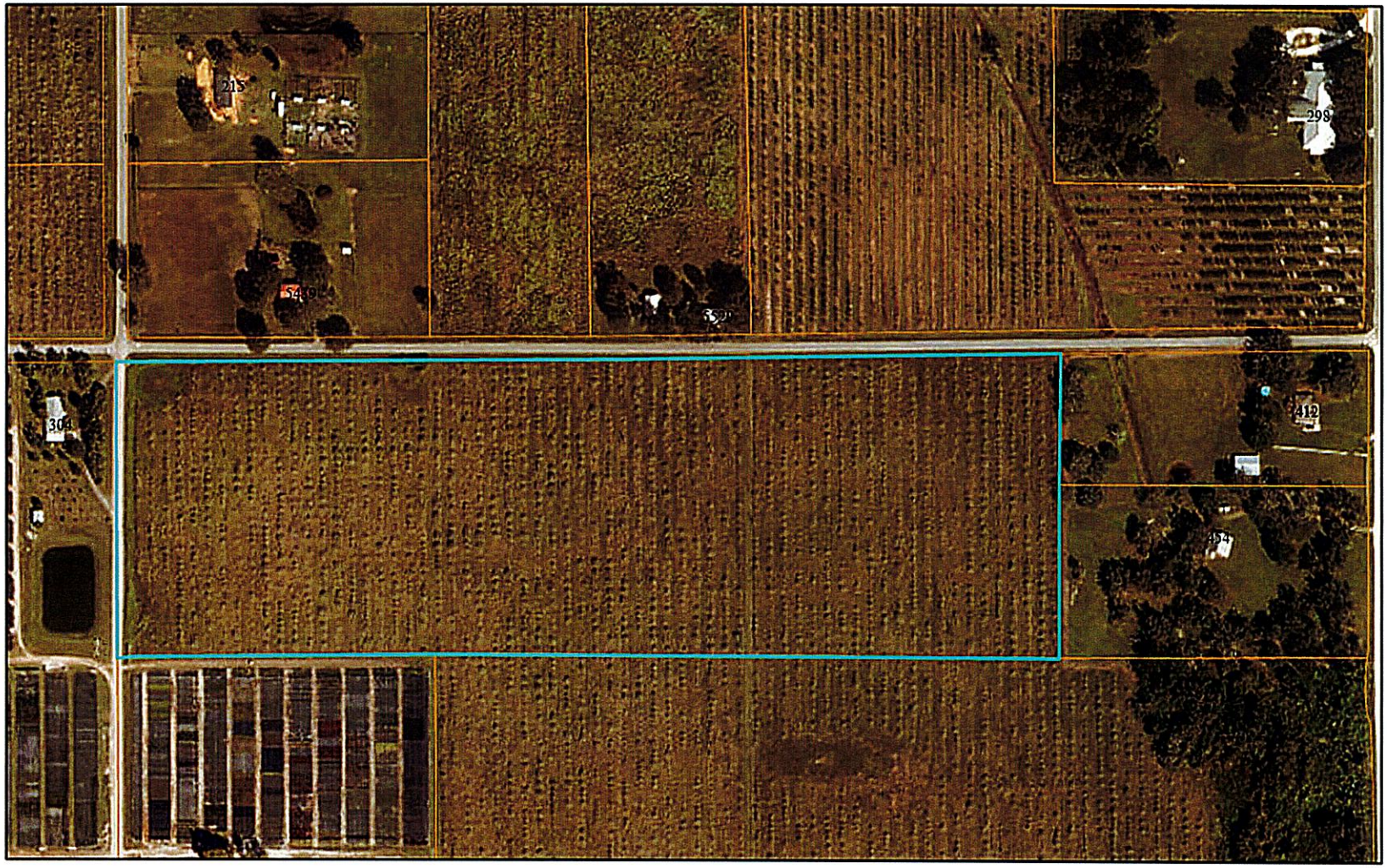
0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

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

Hardee County GIS

MON RAMON SUDIVISION-- Aerial Map



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Parcels WFS - Parcels

Address Point

1:3,912

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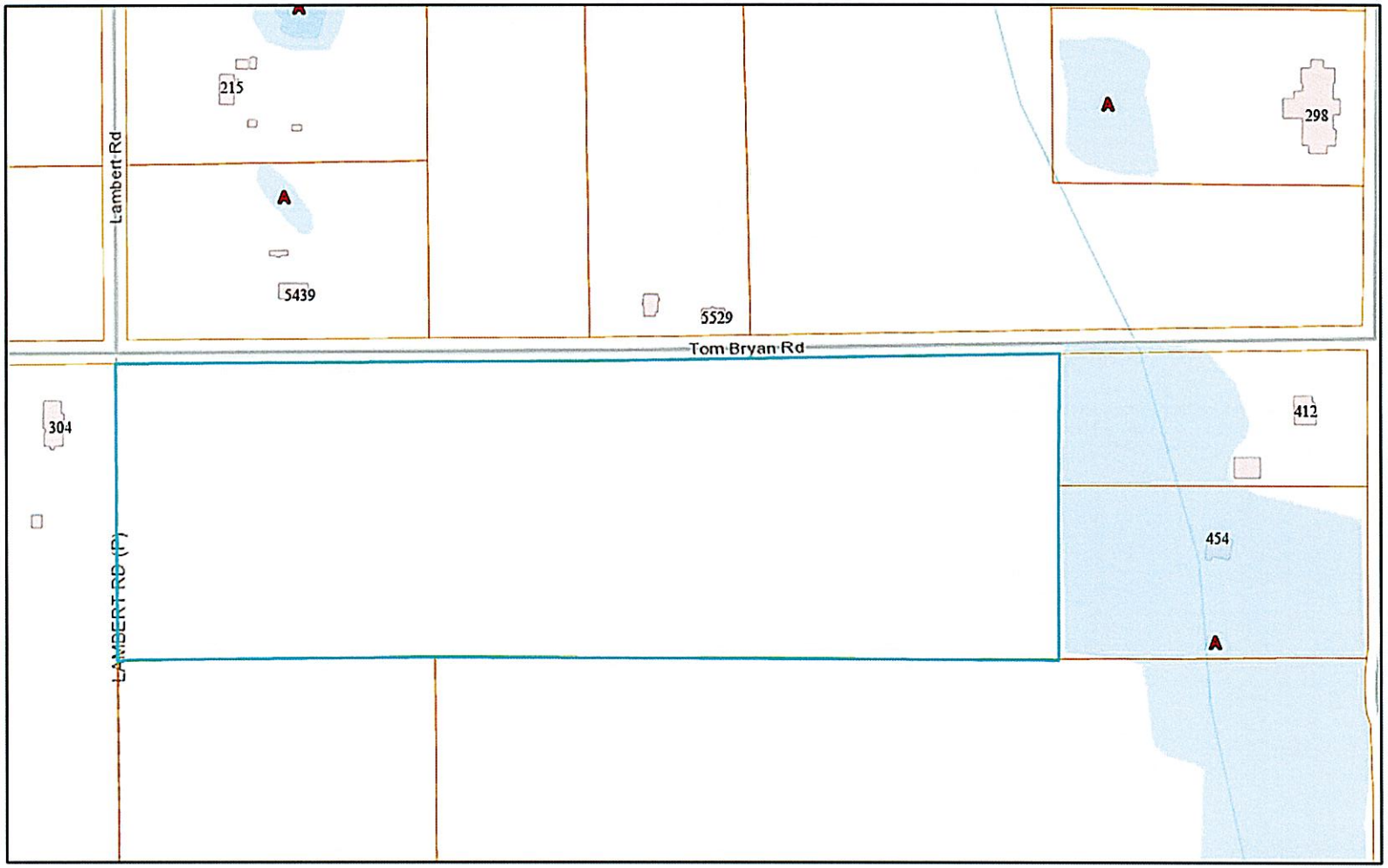
State of Florida, Maxar

7

MON RAMON SUDIVISION-- Floodzone Map



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Parcels WFS - Parcels

Address Point

FEMA Flood Zone

A,

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0 0.03 0.06 0.11 mi

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Esri., Inc., City of Naperville, Illinois

Hardee County GIS

CERTIFICATE OF COMPLIANCE

APPLICANT/ PROPERTY OWNER Mon Raman Investments LLC
c/o Xee Xiong
2530 Garza Rd
Zolfo Springs, FL 33890

NAME OF SUBDIVIDING ***Mon Ramon Subdivision***

DATE OF HEARING July 17, 2025,

YOU ARE HEREBY NOTIFIED AND THE UNDERSIGNED HEREBY CERTIFIES that based on and after due consideration of your application to subdivide property and upon public hearing by the Board of County Commissioners your request to subdivide parcel no. 02 34 26 0000 06220 0000 being 30.0 +/- acres in size to be eligible for development is hereby approved in accordance with the Hardee County Unified Land Development Code under the minor subdivision process.

The minor subdivision entitled ***Mon Ramon Subdivision*** being prepared by William R. Waters, Professional Surveyor and Mapper # 6795 is dated May 5, 2025. All lands are situated in the A-1 (Agriculture) Zoning District and the Agricultural Future Land Use Category.

Parcel I.D. No. 02 34 26 0000 06220 0000

LEGAL DESCRIPTION Parcel A—10.0 +/-acres See attached.

LEGAL DESCRIPTION Parcel B—10.0 +/-acres See attached.

LEGAL DESCRIPTION Parcel C—10.0 +/-acres See attached.

CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964
A:\DECISION-BCC\MINOR SUBDIVISION—Mon Ramon Subdivision—06-2025

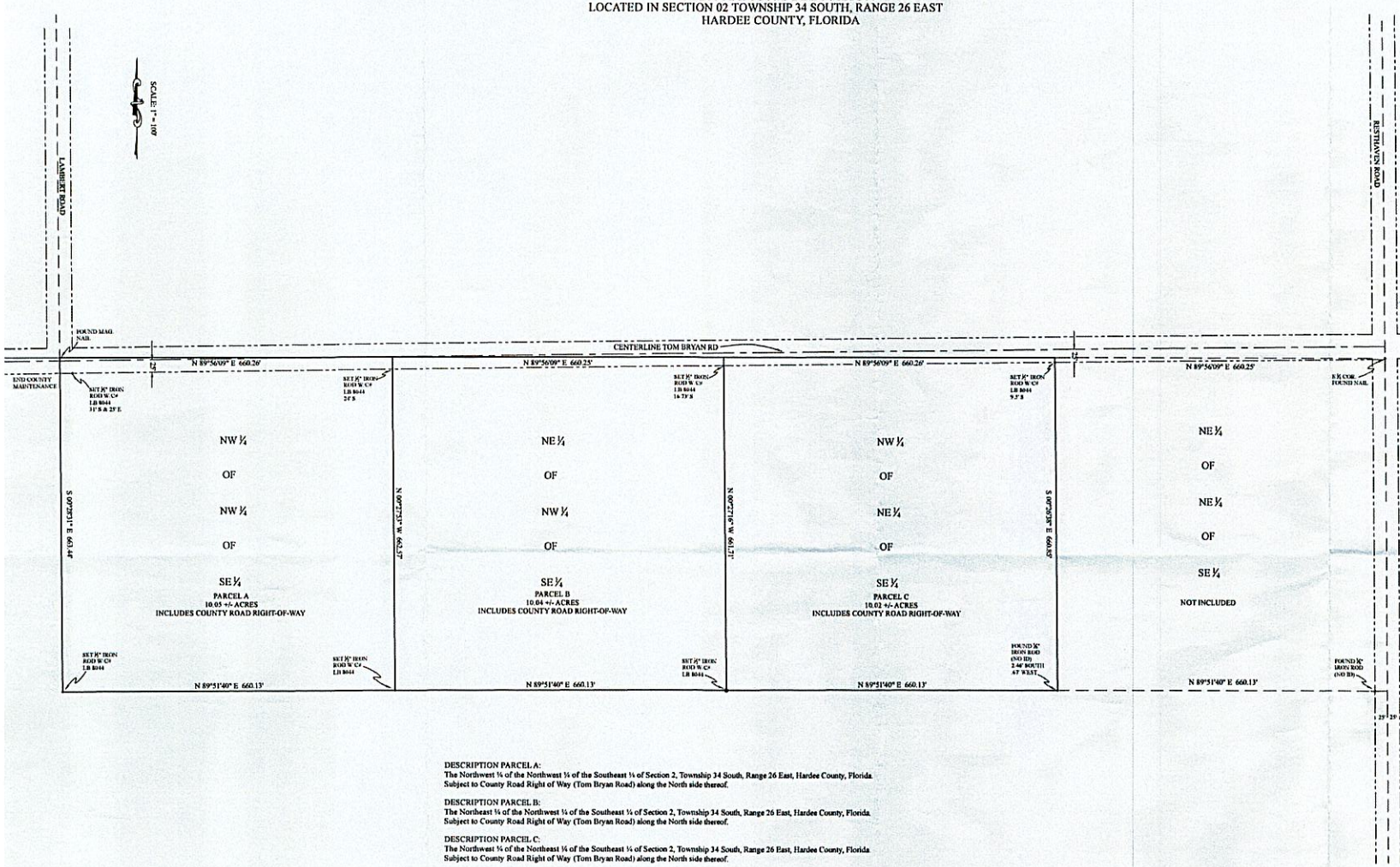
Legal Description:

DESCRIPTION PARCEL A:
The Northwest ¼ of the Northwest ¼ of the Southeast ¼ of Section 2, Township 34 South, Range 26 East, Hardee County, Florida. Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

DESCRIPTION PARCEL B:
The Northeast ¼ of the Northwest ¼ of the Southeast ¼ of Section 2, Township 34 South, Range 26 East, Hardee County, Florida. Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

DESCRIPTION PARCEL C:
The Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 34 South, Range 26 East, Hardee County, Florida. Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

MON RAMON SUBDIVISION
LOCATED IN SECTION 02 TOWNSHIP 34 SOUTH, RANGE 26 EAST
HARDEE COUNTY, FLORIDA



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Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

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Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

DESCRIPTION PARCEL C:
The Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 2, Township 34 South, Range 26 East, Hardee County, Florida.
Subject to County Road Right of Way (Tom Bryan Road) along the North side thereof.

RECEIVED
MAY 21 2025

CERTIFICATION OF OWNERSHIP AND LOCATION:
STATE OF FLORIDA

COUNTY OF HARDEE S.S. KNOW ALL MEN BY THESE PRESENTS THAT
THE OWNER(S) OF PROPERTY HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED AND CERTIFIES OWNERSHIP OF THE PROPERTY DESCRIBED HEREON, HEREBY DEDICATED SAID LANDS FOR THE USES AND PURPOSES HEREON EXPRESSED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
THIS 09 DAY OF May, 2025 A.D.

WITNESS OWNER

WITNESS OWNER

CERTIFICATION OF APPROVAL BOARD OF COUNTY COMMISSIONERS STATE OF FLORIDA

COUNTY OF HARDEE S.S. IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA
THIS ___ DAY OF _____, 2025 A.D.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

ATTESTED: EX-OFFICIO CLERK TO THE B

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT
STATE OF FLORIDA

COUNTY OF HARDEE S.S. I _____ CLERK OF THE CIRC
COURT OF HARDEE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED FOR RECORDING ON THIS ____ DAY OF _____, 2025 A.D

CLERK OF CIRCUIT COURT

CERTIFICATE OF SURVEYOR
STATE OF FLORIDA

COUNTY OF HARDEE S.S.
I, THE SURVEYOR WHO MADE THIS PLAT, DO HEREBYCERTIFY THAT THE SAME IS A CORRECT REPRESENTATION OF THE LAND BEING PLATTED AND THATPERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR BY THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF MAPS AND PLATS.

WITNESS MY HAND AND SEAL THIS 5TH DAY OF MAY, 2025 A.D.

WILLIAM R. WATERS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE #LS 6795

4142 CREWSVILLE ROAD
ZOLFO SPRINGS, FL 33890
863-781-2092

APPROVAL

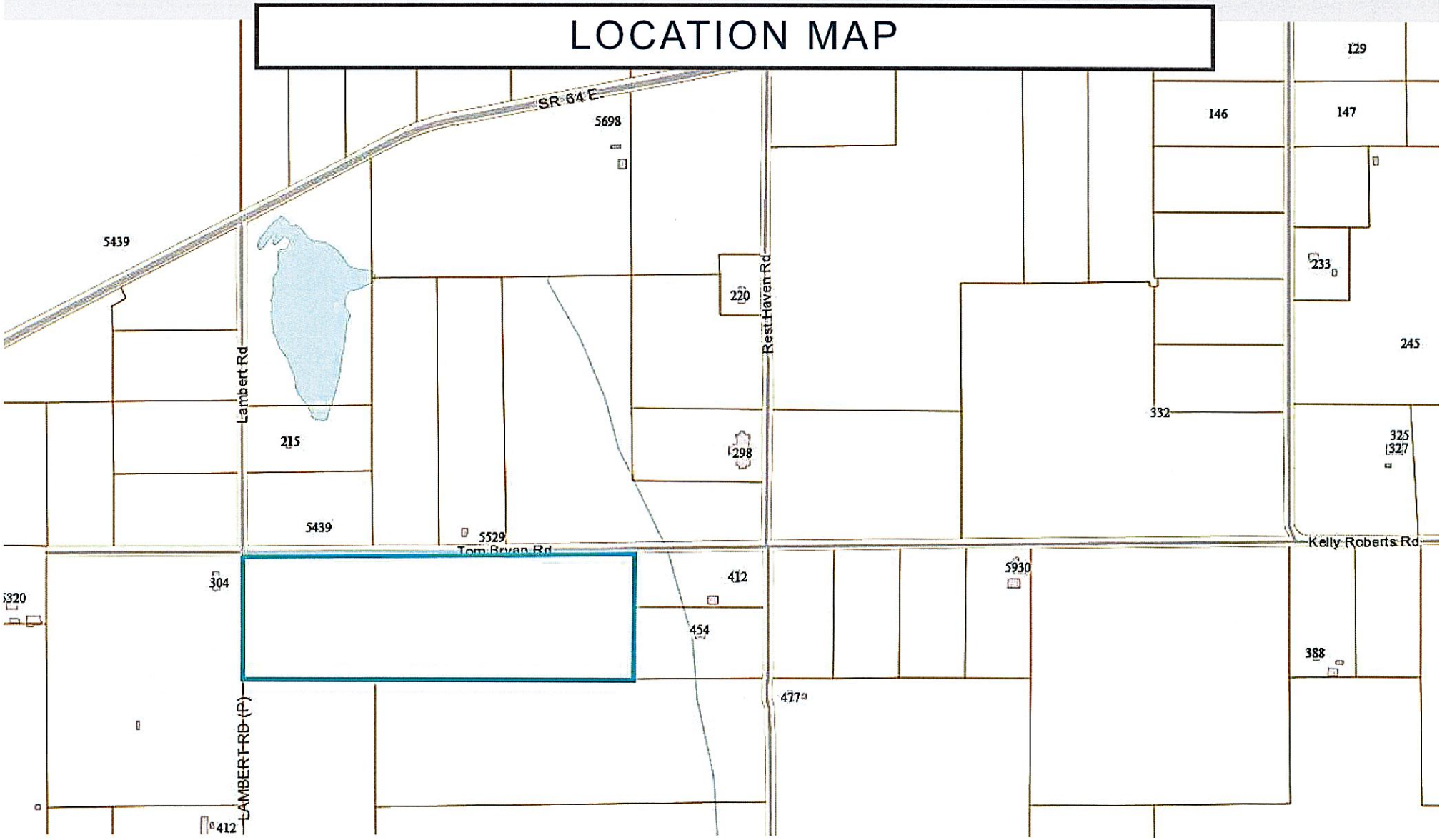
5/27/2025
COUNTY PLANNING AND DEVELOPMENT DIRECTOR/DESIGNEE

COUNTY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER

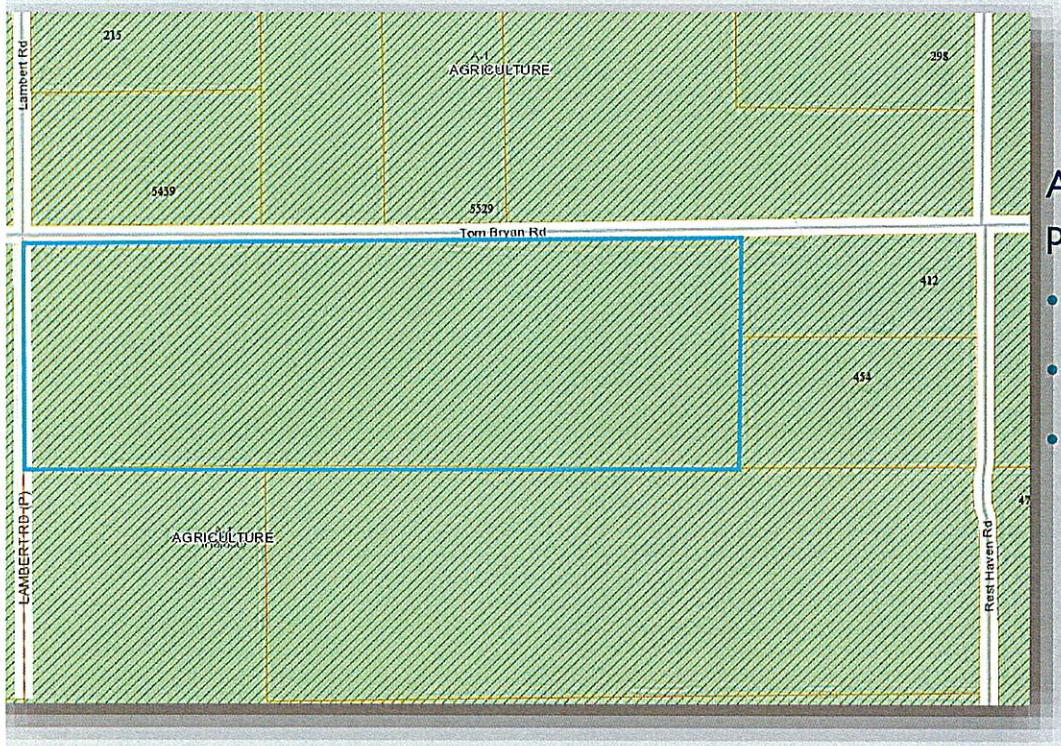
MON RAMON SUBDIVISION
MINOR SUBDIVISION
MON RAMAN INVESTMENTS

Hardee County
FLORIDA

LOCATION MAP



APPLICATION



Property Owner: Mon Raman Investments LLC

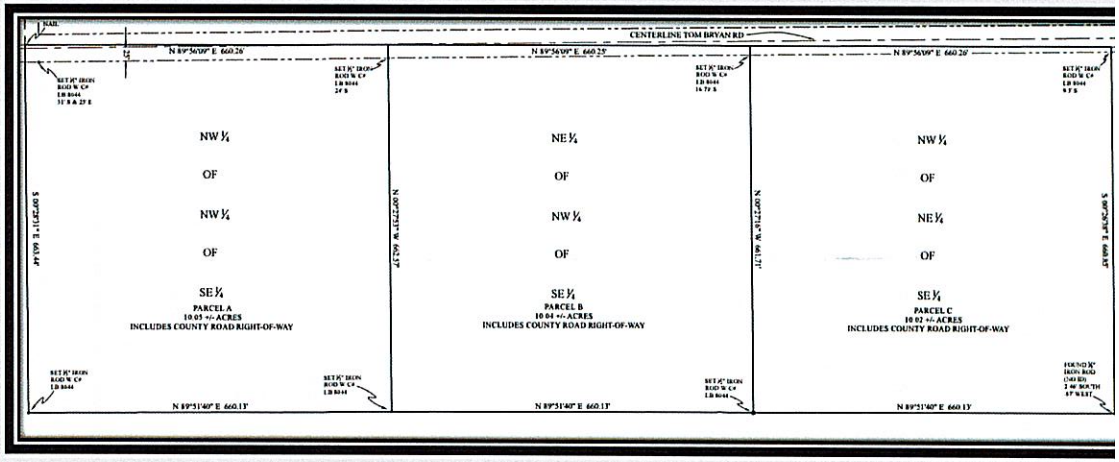
Xee Xiong

A request for a Minor S/D to subdivide 2 (two) new parcels from the 30.0 +/- acre parent parcel.

- Current Use: Vacant land
- Proposed Use: Residential/Agricultural
- Location: Southeast corner of Tom Bryan Rd and Lambert Rd in the A-1 zoning district, Agricultural Future Land Use Category.

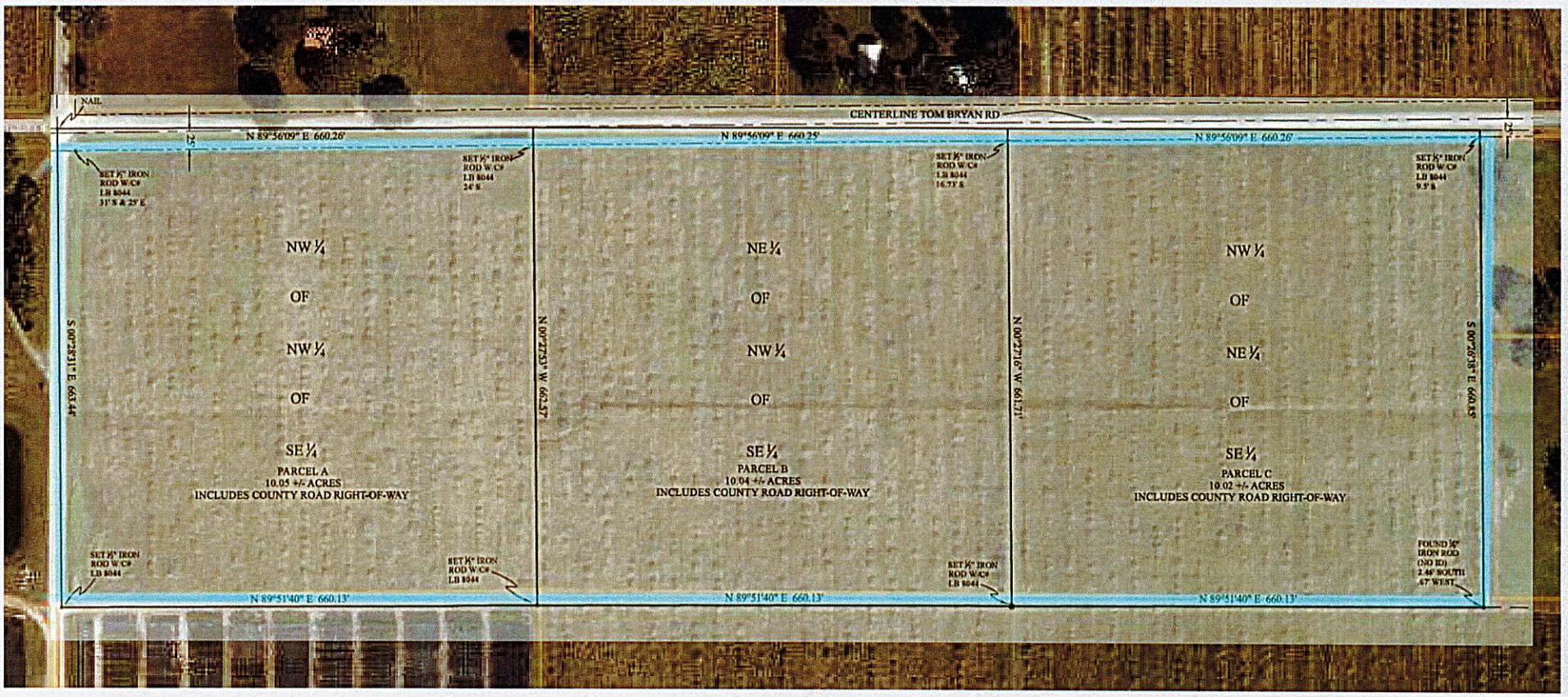
REQUIREMENTS

	Required	Property
LOT/PARCEL SIZE	5 +/- acres	10.0 +/- acres (Parcels A-C)
SETBACKS	Front: 50 ft Rear: 50 ft Sides: 25 ft	TBD
HEIGHT	40 ft	TBD
LOT COVERAGE	N/A	N/A
LOT WIDTH	200 ft	660 +/- ft (Parcel A-C)



Hardee County
FLORIDA

SUBDIVISION MAP



CONCLUSION

- Based upon staff analysis, the Community Development Dept has determined that the proposed Minor Subdivision will meet the requirements of the ULDC.

- Therefore, staff recommends APPROVAL of the Minor Subdivision application to the BOCC.

Hardee County
FLORIDA

AGENDA ITEM NO. 4.I

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Todd Miller, Community Development Director -** Resolution 2025-51 - Thompson Estates Platted Subdivision
SUGGESTED ACTION:	

ATTACHMENTS:
Resolution 2025-51 Thompson Estates Platted Subdivison.pdf

AGENDA REQUEST FORM

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

Department/Agency: Hardee County Community Development Department

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

Email: todd.miller@hardeecounty.net Fax: n/a

I request the following item be placed on the 07/17/2024 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:
Resolution 2025-51 - Thompson Estates Platted Subdivision

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign survey (2 copies) and Chairman and County Attorney to sign Resolution 2025-51.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

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

Hardee County
FLORIDA

STAFF REPORT

Final Subdivision Plat

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Resolution No:	**2025-51**
Request:	Requesting approval to create a twenty-four (24) lot platted subdivision out of a total of 67.5 acres of land located on the east and west sides of Mcdonald Rd., north of Metheny Rd.
Property Owner/Applicant:	Mikell Thompson PO Box 536 Zolfo Springs, FL 33890
Location:	Mcdonald Rd, Hardee County located on the east and west sides of Mcdonald Rd, north side of Metheny Rd.
Parcel Identification:	32 33 25 0000 02120 0000 32 33 25 0000 01220 0000
Site Size:	**67.5** +/-acres
Existing Zoning/Land Use:	**F-R** zoning/**Residential Mixed Use** FLU
Surrounding Zoning/Land Use:	North: RMX/F-R South: TCN/ F-R East: RMX/ F-R West: RMX/ F-R
Staff Recommendation:	Staff recommends **APPROVAL** to the Board of County Commissioners of Resolution No. 2025-51, for the creation of a twenty-four (24) lot platted subdivision out of a total of 67.5 acres of land located on the east and west sides of Mcdonald Rd., north of Metheny Rd.

Procedure

Section 9.12 of the Hardee County ULDC requires all new platted subdivision applications to submit three (3) documents to secure approval: Site Development Plan, Site Construction Plan and a Final Subdivision Plat. The first document, the Site Development was approved by the Hardee County Planning and Zoning Board on May 22, 2025. As there are no internal improvements or new roads or utilities proposed, the

applicant was not required to provide a Site Construction Plan. The subject application is for the Final Plat, which must follow the procedural requirements outlined in Section 9.11.00 of the ULDC.

Existing Conditions and Background History

The site of the proposed subdivision is utilized as cropland and the property owner has requested to split the land into 24 new parcels for residential and/or agriculture uses.

Final Platted Subdivision

Minimum site development requirements include as follows:

	Required	Property
LOT/PARCEL SIZE	1 +/- acres	1.03 – 22.6 +/- acre (Lots 1-24)
SETBACKS	*Front: 30 ft* *Rear: 25 ft* *Sides:10 ft*	***TBD***
HEIGHT	*35 ft*	***TBD***
LOT COVERAGE	***N/A***	***N/A***
LOT WIDTH	100 ft	100ft – 780ft

Finding of facts:

The site of the request is located in the F-R zoning district and Residential Mixed Use Future Land Use category.

- The submitted application is for Parcel ID No. 32 33 25 0000 02120 0000 and 32 33 25 0000 01220 0000
- The site is located on both sides of Mcdonald Rd (Local) and the north side of Metheny Rd (Local). Best available information identifies Metheny Rd as having an AADT of 750 (2023).
- The site will be serviced by private well and septic.
- Best available information identifies no wetlands on the site and an A flood hazard zone on the northern half of Lot 1.
- This SDP application was reviewed by the Hardee County Development Review Committee on March 26, 2025. All comments were addressed.

Consistency with the Hardee County Comprehensive Plan

Staff finds the use and proposed development consistent with Policy L1.6, which provides for the transition between urban and rural land uses, and the intent and purposes of the Hardee County Comprehensive Plan.

Consistency with the Hardee County Unified Land Development Code

Fire

The Fire Prevention Officer has reviewed the plans and has determined all fire and safety requirements of the Fire Code applicable at this time have been met.

Roads and Bridges

Access to majority of the subject properties will be via Mcdonald Rd and only Lots 16 and 24 would have access via Metheny Rd. The project will generate approximately 228-271 ADT per the Traffic Impact Analysis.

Planning

Use: The proposed use is permitted within the F-R zoning district.

Setbacks: Section 3.03.00(c) of the Hardee County ULDC, for primary structures, requires front yard setbacks of 30', side yard setbacks of 25', and rear yard setbacks of 10'. The applicant and/or any future property owners will be required to meet the setbacks on the individual lots.

Signage: No signage is proposed.

Utilities/Health

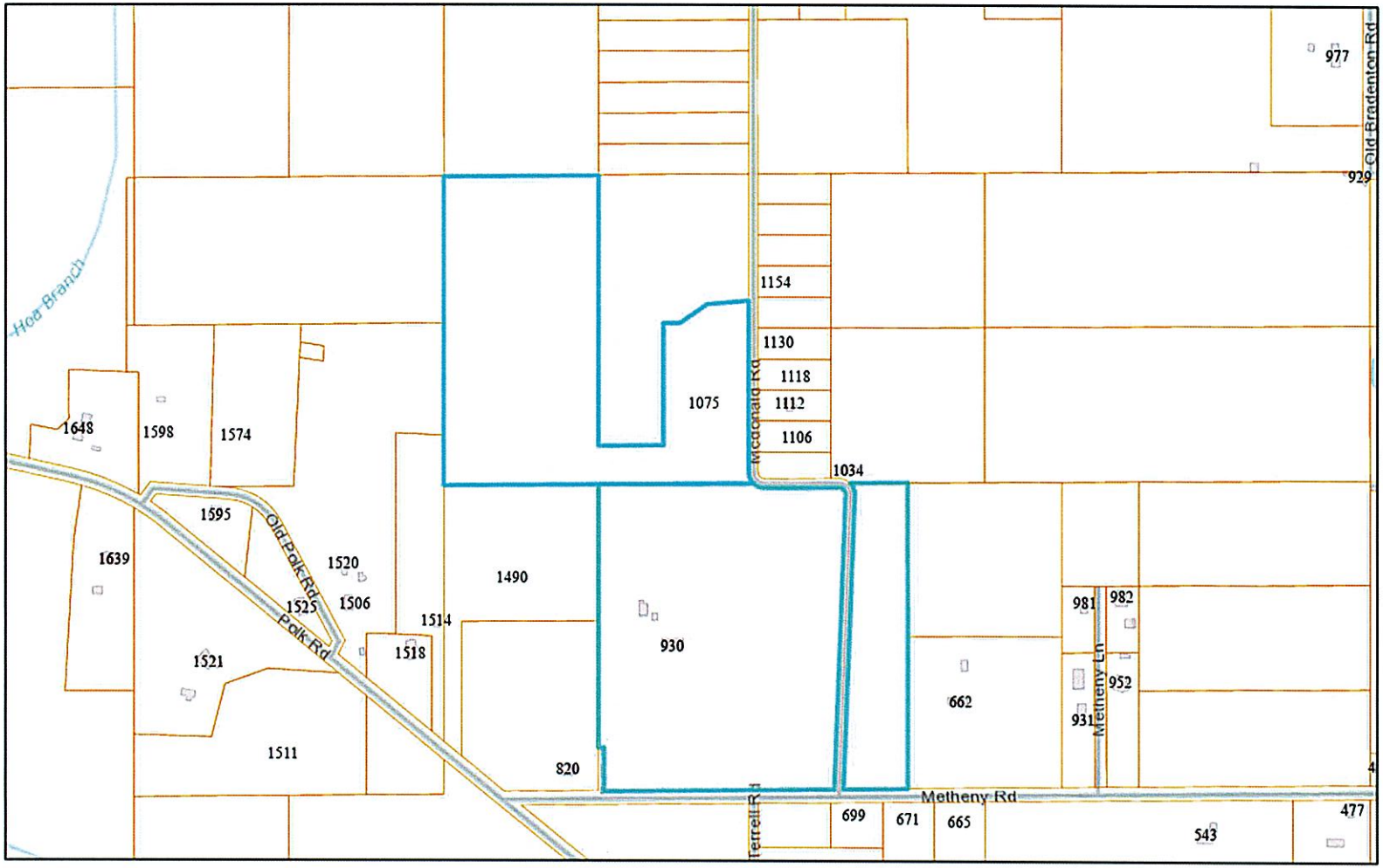
Water and sewer will be provided to the proposed properties via private well and septic tank.

Conclusion:

Pursuant to the review and analysis of the above-cited standards, staff finds that the granting of approval of a Final Platted Subdivision for the proposed use to be consistent with the purpose and intent of the Hardee County Unified Land Development Code and the Hardee County Comprehensive Plan. Staff recommends **APPROVAL** of Resolution No. 2025-51 to the Board of County Commissioners, in order for the Applicant to create a twenty-four (24) lot platted subdivision out of a 67.5 +/- acre parcel of land located on both sides of Mcdonald Rd and north of Metheny Rd., more particularly described as Parcel# 32 33 25 0000 02120 0000 and 32 33 25 0000 01220 0000 of the Tax Records of Hardee County, Florida.

Attachments:
Location Map
Zoning Map
FLU Map
Aerial Map

THOMPSON ESTATES - Location Map



6/25/2025, 10:31:02 AM

Parcels WFS - Parcels

Address Point

1:7,960

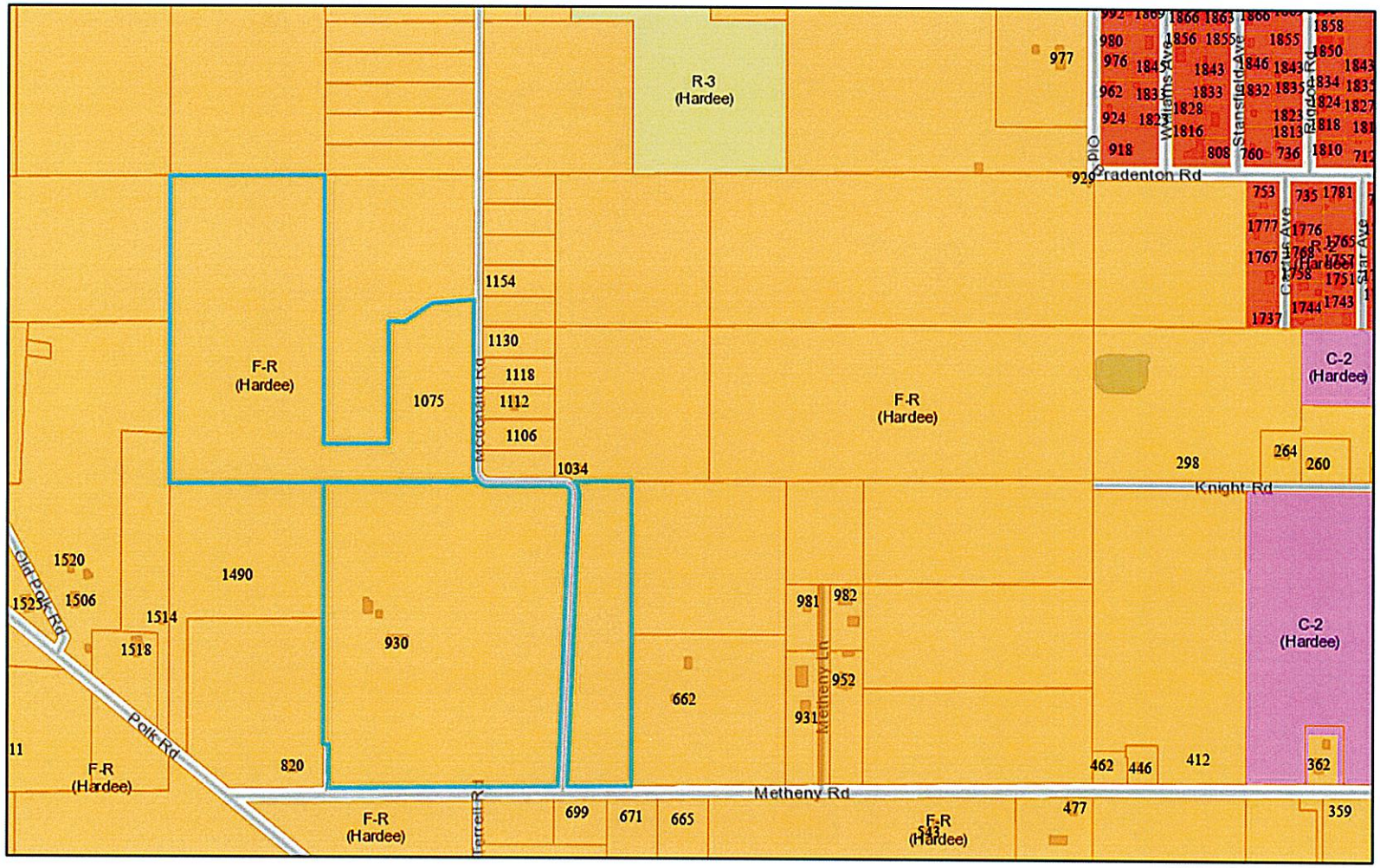
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Esri., Inc., City of Naperville, Illinois

Hardee County GIS

THOMPSON ESTATES -Zoning Map



6/25/2025, 10:32:41 AM

Parcels WFS - Parcels

Address Point

Zoning (County)

A-1, C-1, C-2, C/IBC, F-R, I-1, I-2, P-I, P-R, PUD, R-1, R-2, R-3

Zoning (Zolfo Springs)

A-C - Agriculture/SF Residential

R-1A - Single Family Residential

1:7,960

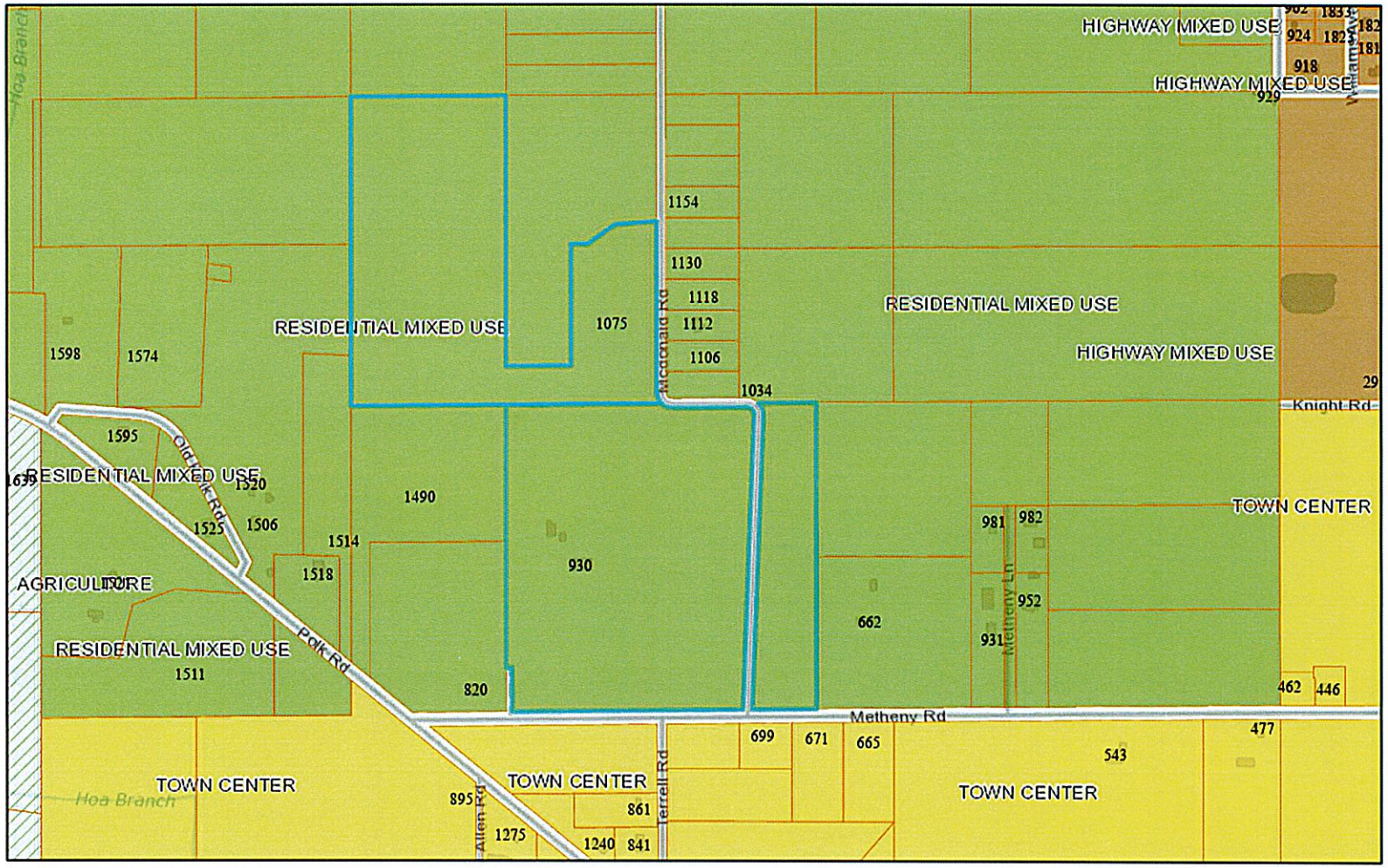
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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

Hardee County GIS

THOMPSON ESTATES - FLU Map



6/25/2025, 10:37:50 AM

Parcels WFS - Parcels

Address Point

RESIDENTIAL MIXED USE

Future Landuse (County)

AGRICULTURE

COMMERCE PARK

CONSERVATION

HIGHWAY MIXED USE

INDUSTRIAL

PUBLIC INSTITUTIONAL

RECREATION

RESIDENTIAL LOW

1:7,960

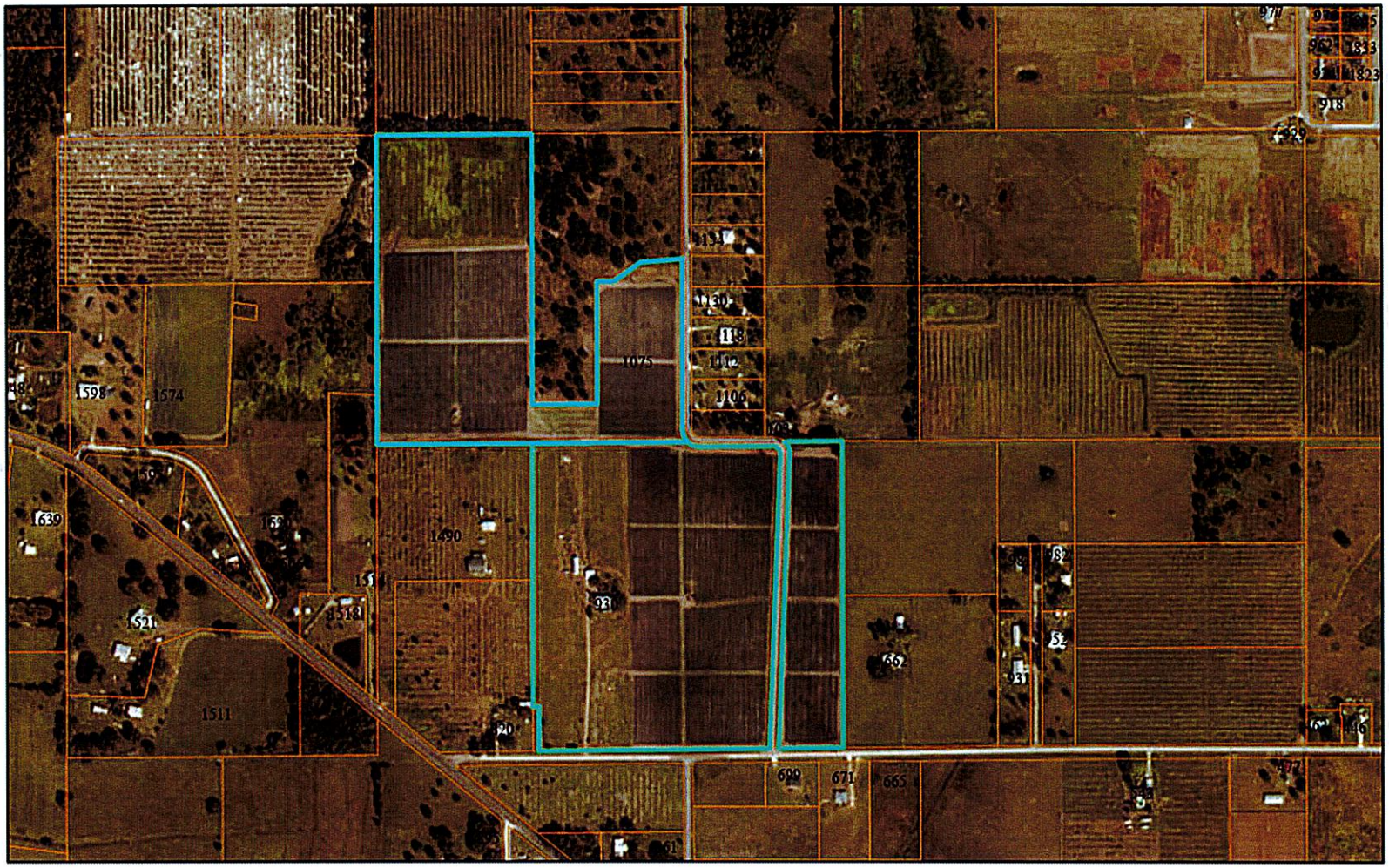
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

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

Hardee County GIS

THOMPSON ESTATES - Aerial Map



6/25/2025, 10:42:23 AM

Parcels WFS - Parcels

Address Point

1:7,960

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

State of Florida, Maxar

Hardee County GIS

RESOLUTION NO. 2025-51

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, AUTHORIZING THE SUBDIVISION OF LAND; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR APPROVAL OF THE FINAL PLAT; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brent, Mikell and Josephine Thompson, hereinafter referred to as the "Applicants" have submitted an application to subdivide property totaling approximately 67.5 +/- acres in the Residential Mixed Use Future Land Use category and the Farm Residential (F-R) Zoning District and is requesting approval of the Final Plat as provided for in the attached Exhibit "A"; and

WHEREAS, the Planning and Development Division staff, after reviewing the Hardee County Comprehensive Plan and the Unified Land Development Code, has recommended approval of the application, as described in the staff report; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida held a PUBLIC HEARING on July 17, 2025, for **Resolution 2025-51** to consider the subdividing of approximately 67.5 +/- acres of land being owned by the Applicants, approval of the Final Plat that is legally described in the attached Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida has considered all written and oral comments received during such public hearings; and,

WHEREAS, the Board of County Commissioners of Hardee County, Florida has determined that this subdivision of land, approval of the Final Plat as provided for in Exhibit "A" would be consistent with the Hardee County Comprehensive Plan as well as the Hardee County Unified Land Development Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA that:

Section 01. **Implementation.** The Application requesting approval of the subdivision of approximately 67.5 +/- acres in the Farm Residential (F-R) Zoning District, approval of the Thompson Estates Plat being more particularly described as Parcel Identification Numbers 32-33-25-0000-01220-0000 and 32-33-25-0000-02120-0000, of the public records of Hardee County, Florida, as provided for in the attached Exhibit "A"; is hereby APPROVED, , and the Chairman is hereby authorized to sign all documents in furtherance thereof.

Section 02. **SEVERABILITY.** In the event that any portion of this Resolution is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 03. **EFFECTIVE DATE.** This Resolution shall be effective immediately upon adoption in accordance with law.

PASSED and APPROVED in regular session by the Board of County Commissioners of Hardee County, Florida on the 17th day of July 2025.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Chair

ATTEST:

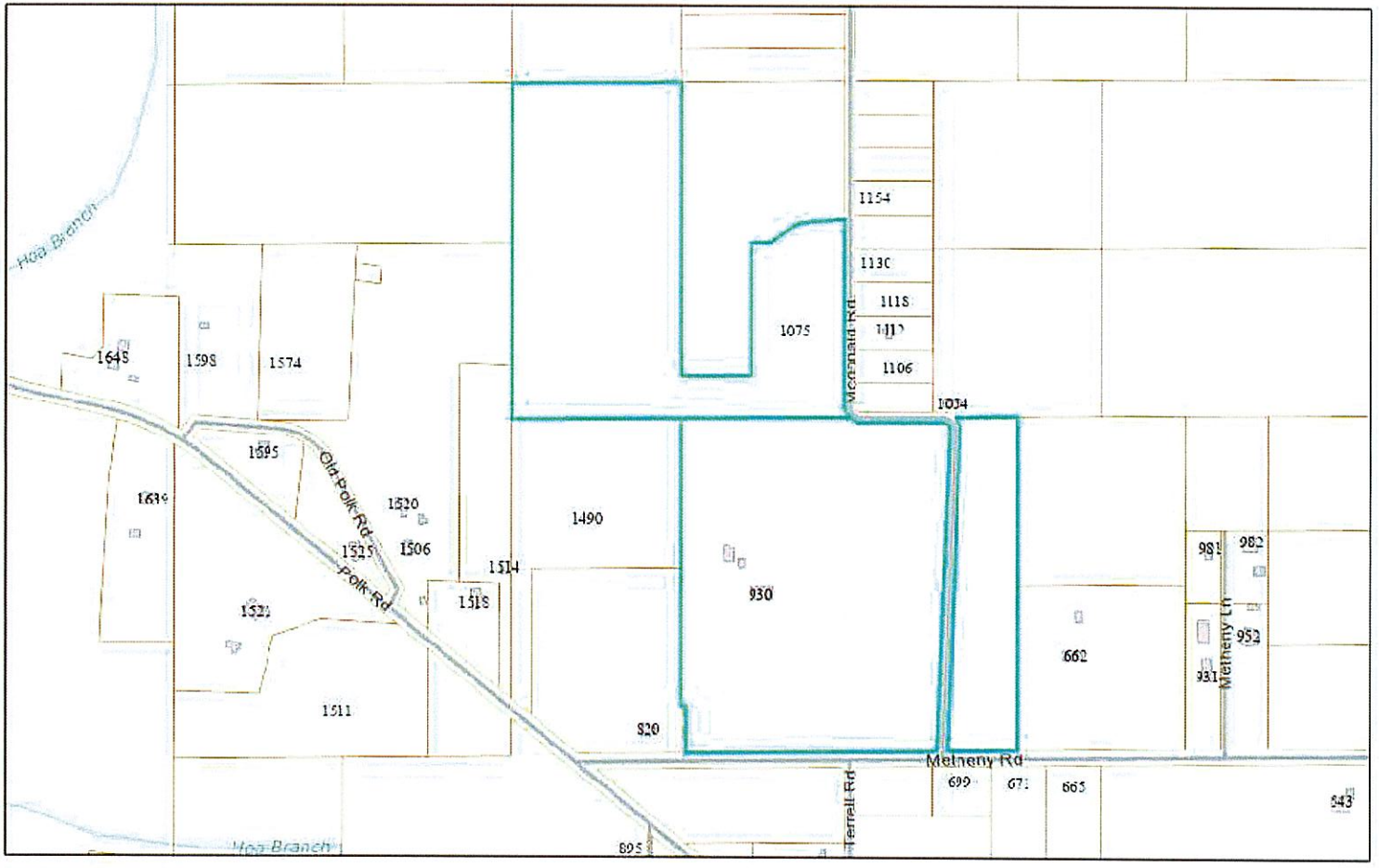
_____
Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

Exhibit A

Thompson Estates



6/24/2025, 4:44:08 PM

Parcels WFS - Parcels

Address Point

1:7,266

0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Esri, Inc., City of Naperville, Illinois

Hardee County GIS

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EXHIBIT A

DESCRIPTION:

West ½ of NE ¼ of NW ¼ and begin at the Southeast corner of NE ¼ of NW ¼ and run North 165 feet, West 220 yards, South 165 feet, East 220 yards, to POINT OF BEGINNING, Section 32, Township 33 South, Range 25 East.

AND

Begin at the NE corner of East ½ of the NE ¼ of NW ¼ of Section 32, Township 33 South, Range 25 East, run South 0°17'32" East a distance of 535 feet to POINT OF BEGINNING, continue South 0°17'32" East a distance of 622 feet; Thence South 89°50'22" West a distance of 385 feet; Thence North 0°17'32" West a distance of 525 feet; Thence North 89°50'22" East a distance of 71 feet, Thence North 55°20'22" East a distance of 142 feet; Thence North 85°05'22" East a distance of 197 feet to POINT OF BEGINNING, all lying and being in Hardee County, Florida.

AND

The West ½ of the SW ¼ of the NE ¼ AND the E ½ of the SE ¼ of the NW ¼ of Section 32, Township 33 South, Range 25 East, Hardee County, Florida.

JEFF J. MCKIBBEN
ATTORNEY AT LAW
804 WEST PALMETTO STREET
WAUCHULA, FLORIDA 33873
(863) 781-0992
JJMCKIBBEN@GMAIL.COM

Board of County Commissioners
Hardee County Florida
412 W. Orange Street
Wauchula , FL 33873

June 26, 2025

Re: Plat of Thompson Estate

Dear Commissioners,

Pursuant to the requirements of Florida Statutes, Chapter 177, and the Hardee County ULDC, you are advised that in my opinion, as of the date of this letter, the fee simple marketable title of those lands described in the attached Exhibit "A", are vested in:

BRENT E. THOMPSON, MIKELL S. THOMPSON AND JOSEPHINE T. THOMPSON

Pursuant to the warranty deeds dated 06/15/2016 and 02/28/1983 recorded as instrument Numbers 201625003378 and 830925, Official Records of Hardee County, Florida.

Mrs. Thompson is the unmarried widow of KENNETH E. THOMPSON. The property is not the homestead of either Mr. Thompson.

Taxes and assessments for 2024 are fully paid and there are currently no outstanding ad valorem taxes and assessments.

Sincerely yours,

Jeff J. McKibben

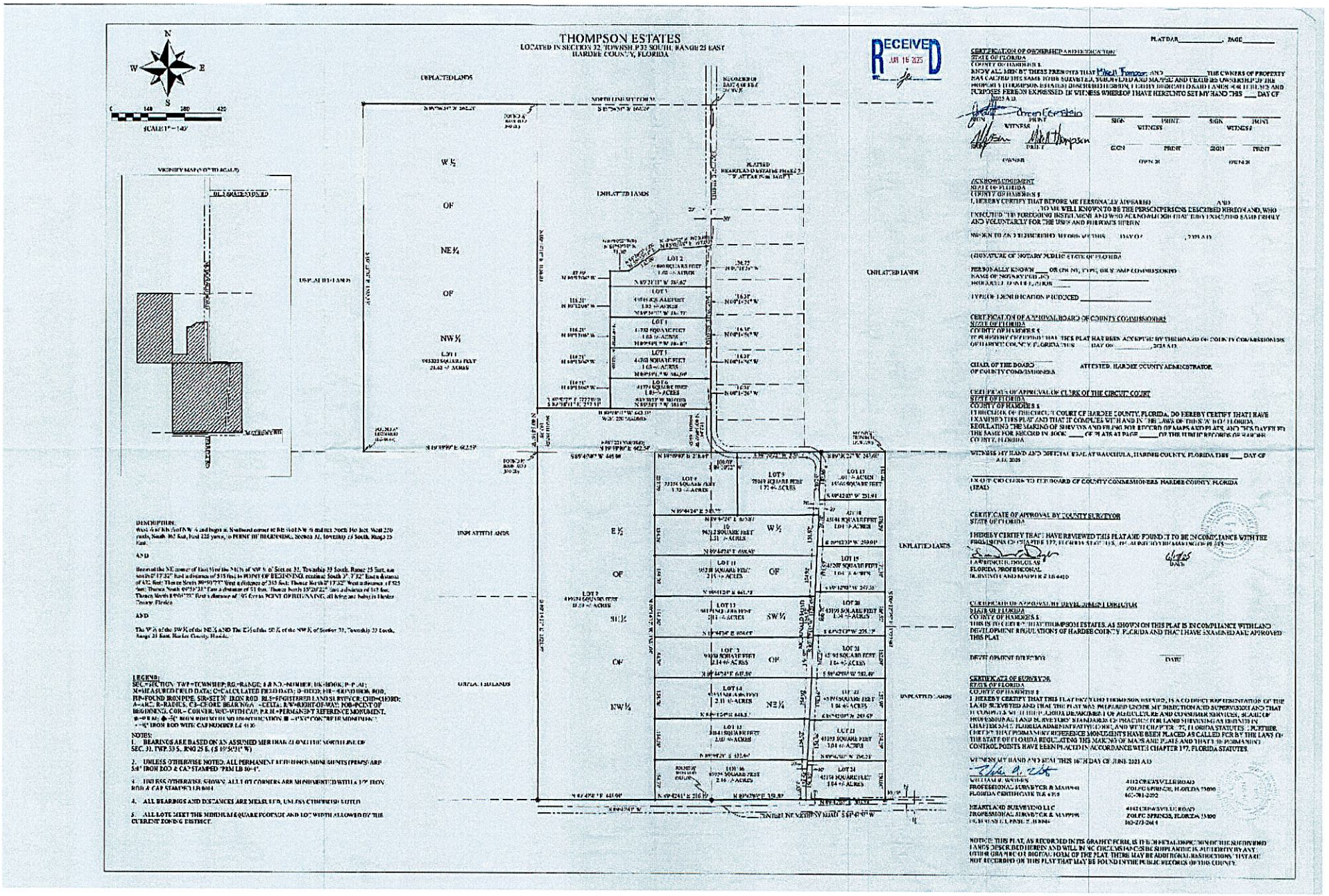
EXHIBIT A

27.5 AC W1/2 OF NE1/4 OF NW1/4 & BEG SE COR OF NE1/4 OF NW1/4 RUN N 165 FT W 220 YDS (660 FT) S 165 FT E 220 YDS (660 FT) TO POB & COM NE COR OF E1/2 OF NE1/4 OF NW1/4 RUN S 00D 17M 32S E 535 FT FOR POB CONT S 00D 17M 32S E 622 FT THENCE S 89D 50M 22S W 385 FT THENCE N 00D 17M 32S W 525 FT THENCE N 89D 50M 22S E 71 FT THENCE N 55D 20M 22S E 142 FT THENCE N 85D 05M 22S E 197 FT TO POB, of Section 32 Township 33 South Range 25 East. All lying and being in Hardee County Florida

and

40 AC W1/2 OF SW1/4 OF NE1/4 & E1/2 OF SE1/4 OF NW1/4 Section 32 Township 33 South, Range 25 East, Hardee County Florida

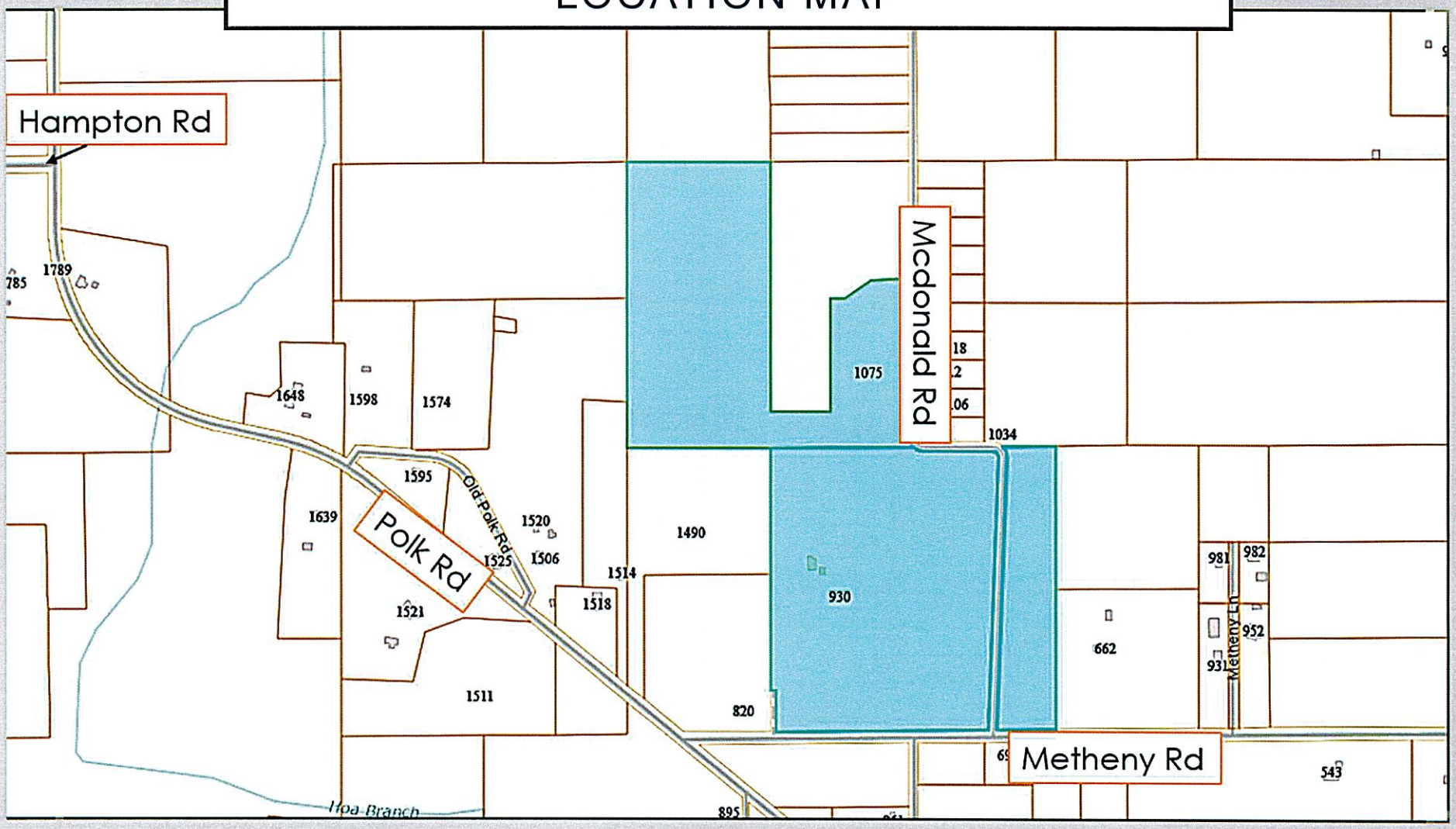
Less and except public right of way for Metheny Road and McDonald Road.


THOMPSON ESTATES
LOCATED IN SECTION 32, TOWNSHIP 32 SOUTH, RANGE 25 EAST
HARDEE COUNTY, FLORIDA
RECEIVED
JUN 16 2025
PLAT BAR _____, PAGE _____
CERTIFICATION OF OWNERSHIP AND DEDICATION:
STATE OF FLORIDA
COUNTY OF HARDEE §
KNOW ALL MEN BY THESE PRESENTS THAT Mark Thompson AND _____ THE OWNERS OF PROPERTY HAS CAUSED THIS SAME TO BE SURVEYED, SUBDIVIDED AND MAPPED AND DO HEREBY DEDICATE OWNERSHIP OF THE PROPERTY TO THOMPSON ESTATES DESCRIBED HEREON, I HEREBY DEDICATE ROADWAYS AND EASEMENTS AND PURPOSES HEREON EXPRESSED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ___ DAY OF _____, 2025 A.D.
SIGN PRINT
WITNESS
SIGN PRINT
WITNESS
SIGN PRINT
OWNER
SIGN PRINT
OWNER
ACKNOWLEDGMENT
STATE OF FLORIDA
COUNTY OF HARDEE §
I, HEREBY CERTIFY THAT BEFORE ME PERSONALLY APPEARED _____ AND _____ TO ME WELL KNOWN TO BE THE PERSON/PERSONS DESCRIBED HEREIN AND, WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT THEY EXECUTED SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES HEREIN
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2025 A.D.
(SIGNATURE OF NOTARY PUBLIC STATE OF FLORIDA)
PERSONALLY KNOWN _____ OR (CHOOSE ONE), TYPE OF ID AND EXPIRATION DATE
NAME OF NOTARY PUBLIC _____
NOTARY PUBLIC FOR FLORIDA _____
TYPE OF IDENTIFICATION PRODUCED _____
CERTIFICATION OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS
STATE OF FLORIDA
COUNTY OF HARDEE §
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA THIS _____ DAY OF _____, 2025 A.D.
CHAIR OF THE BOARD OF COUNTY COMMISSIONERS
ATTESTED: HARDEE COUNTY ADMINISTRATOR
CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT
STATE OF FLORIDA
COUNTY OF HARDEE §
I THE CLERK OF THE CIRCUIT COURT OF HARDEE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND THAT IT COMPLIES WITH ALL OF THE LAWS OF THE STATE OF FLORIDA REGULATING THE MAKING OF SURVEYS AND FILING FOR RECORD OF MAPS AND PLATS, AND I DO HEREBY FILE THE SAME FOR RECORD IN BOOK _____ OF PLATS AT PAGE _____ OF THE PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA
WITNESS MY HAND AND OFFICIAL SEAL AT WAUCHULA, HARDEE COUNTY, FLORIDA THIS ___ DAY OF _____ A.D. 2025
EX-OFFICIO CLERK TO THE BOARD OF COUNTY COMMISSIONERS HARDEE COUNTY, FLORIDA
(SEAL)
CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR
STATE OF FLORIDA
I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT AND FOUND IT TO BE IN COMPLIANCE WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED BY HB 7103.
LAWRENCE L. DOUGLAS
FLORIDA PROFESSIONAL
SURVEYOR AND MAPPER # LS 6410
DATE
CERTIFICATION OF APPROVAL BY DEVELOPMENT DIRECTOR
STATE OF FLORIDA
COUNTY OF HARDEE §
THIS IS TO CERTIFY THAT THOMPSON ESTATES, AS SHOWN ON THIS PLAT IS IN COMPLIANCE WITH LAND DEVELOPMENT REGULATIONS OF HARDEE COUNTY, FLORIDA AND THAT I HAVE EXAMINED AND APPROVED THIS PLAT
DEVELOPMENT DIRECTOR
DATE
CERTIFICATE OF SURVEYOR
STATE OF FLORIDA
COUNTY OF HARDEE §
I HEREBY CERTIFY THAT THIS PLAT PREPARED THOMPSON ESTATES, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT IT COMPLIES WITH THE APPLICABLE PROVISIONS OF ARTICLE IX OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, AND WITH CHAPTER 177, FLORIDA STATUTES. FURTHER, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS CALLED FOR BY THE LAWS OF THE STATE OF FLORIDA REGULATING THE MARKING OF MAPS AND PLATS AND THAT PERMANENT CONTROL POINTS HAVE BEEN PLACED IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES.
WITNESS MY HAND AND SEAL THIS 16TH DAY OF JUNE 2025 A.D.
WILLIAM E. MORRIS
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE No. 6918
4112 CROSSVILLE ROAD
ZOLFO SPRINGS, FLORIDA 33890
863-781-2092
HEARTLAND SURVEYING LLC
PROFESSIONAL SURVEYOR & MAPPER
LB NUMBER, PAGE, BOOK
4112 CROSSVILLE ROAD
ZOLFO SPRINGS, FLORIDA 33890
863-273-2044
NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCE BE SUPPLANTED, AUTHENTICATED, IMPUGNED, OR OTHERWISE AFFECTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
DESCRIPTION:
AND
AND
LEGEND:
NOTES:
1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN ALONG THE NORTH LINE OF SEC. 31, TWP. 33 S., RNG 25 E. (S 89°50'31" W)
2. UNLESS OTHERWISE NOTED, ALL PERMANENT REFERENCE MONUMENTS (PRMS) ARE 5/8" IRON ROD & CAP STAMPED "PRM LB 6914".
3. UNLESS OTHERWISE SHOWN, ALL LOT CORNERS ARE MONUMENTED WITH A 1/2" IRON ROD & CAP STAMPED LB 6914
4. ALL BEARINGS AND DISTANCES ARE MEASURED, UNLESS OTHERWISE NOTED
5. ALL LOTS MEET THE MINIMUM SQUARE FOOTAGE AND LOT WIDTH ALLOWED BY THE CURRENT ZONING DISTRICT.
UNPLATTED LANDS
W½ OF NE¼ OF NW¼
E½ OF SW¼ OF NW¼
NE¼
SW¼
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
PLATTED HEARTLAND ESTATES PHASE 2
UNPLATTED LANDS
NORTH LINE SEC 31 T33S R25E
N 89°50'31" E 2652.59'
S 89°50'31" W 2652.59'
N 89°47'04" E 445.99'
S 89°47'04" W 445.99'
N 89°42'41" E 216.19'
S 89°42'41" W 216.19'
N 89°42'41" E 431.98'
S 89°42'41" W 431.98

PLATTED SUBDIVISION
THOMPSON ESTATES

Hardee County
FLORIDA

LOCATION MAP



APPLICATION



Property Owners:

Mikell, Brent and Josephine Thompson

Authorized representative:

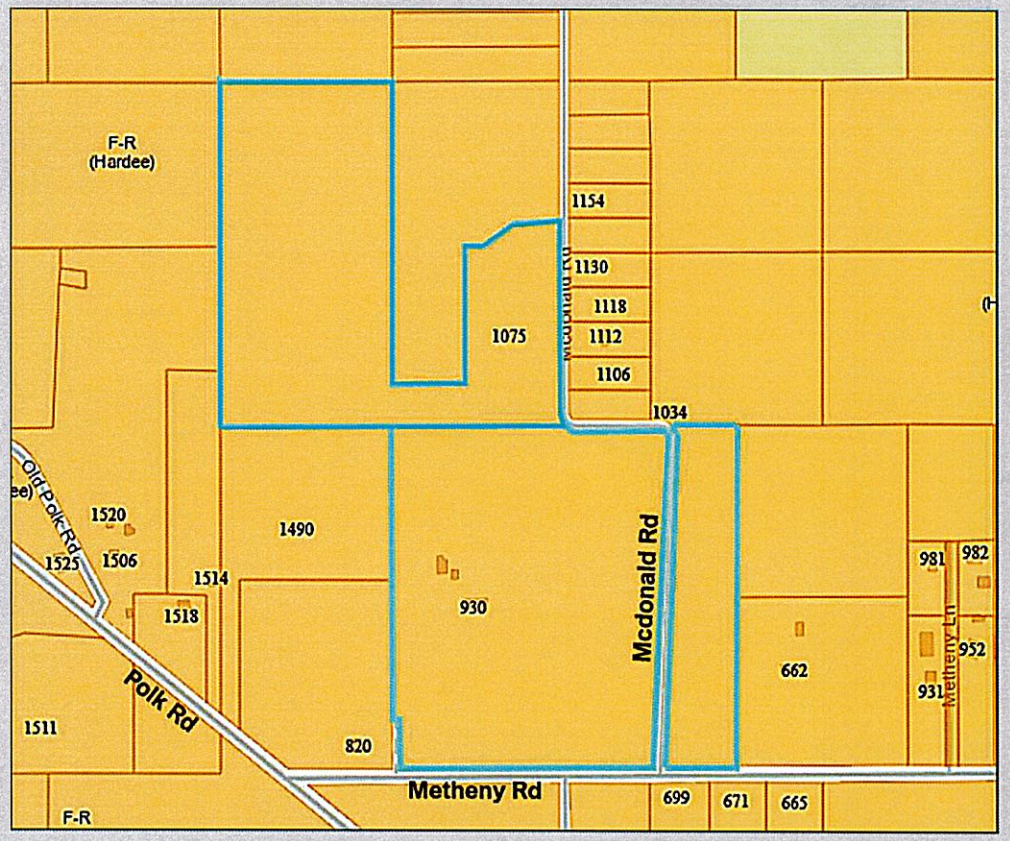
Mikell Thompson

A request to create a 24-lot Platted Subdivision for single-family residential and agricultural uses.

- 67.5 +/- acres in the F-R zoning district, Residential Mixed Use Future Land Use Category.
- Located on the East and west sides of Mcdonald Road, North of Metheny Rd.

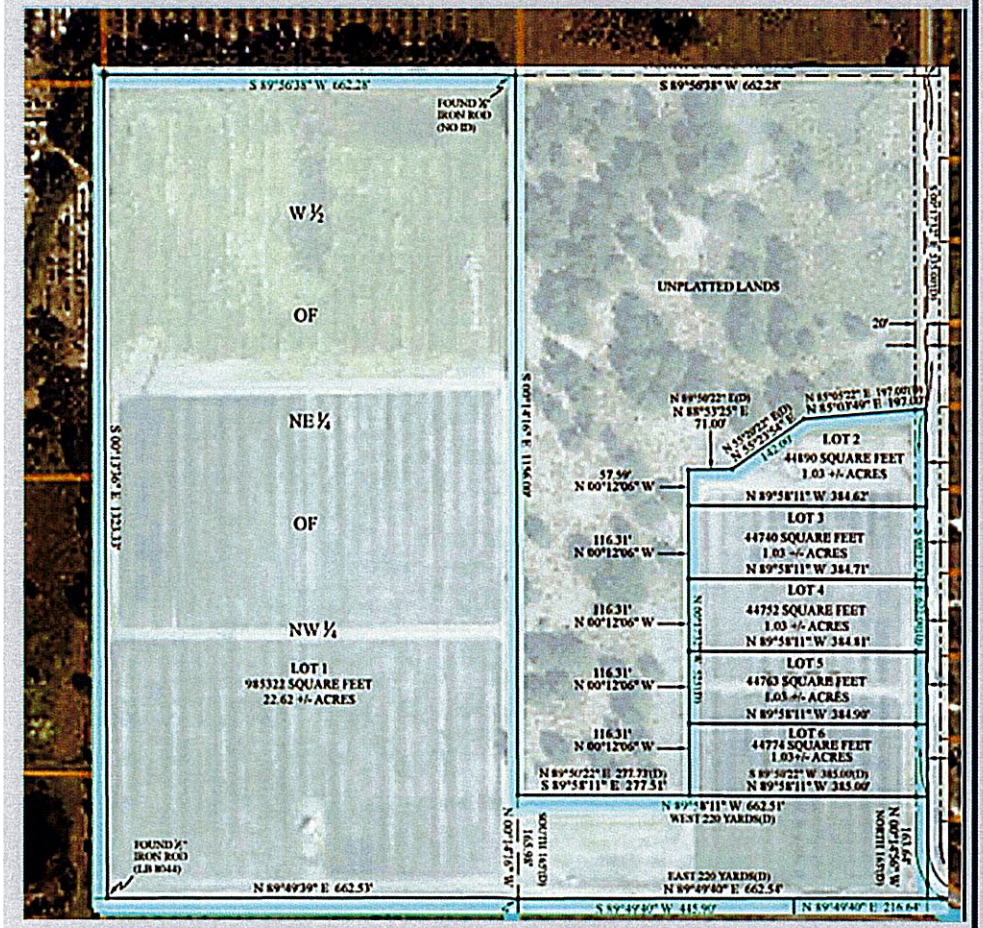
REQUIREMENTS

	Required	Proposed
LOT/PARCEL SIZE	1 +/- ACRE	1.03 – 22.6 +/- acres (Lots 1- 24)
SETBACKS	Front: 30-ft Rear: 25-ft Sides: 10-ft	TBD
HEIGHT	35-ft	TBD
LOT COVERAGE	N/A	N/A
LOT WIDTH	100-ft	100 ft – 780 ft

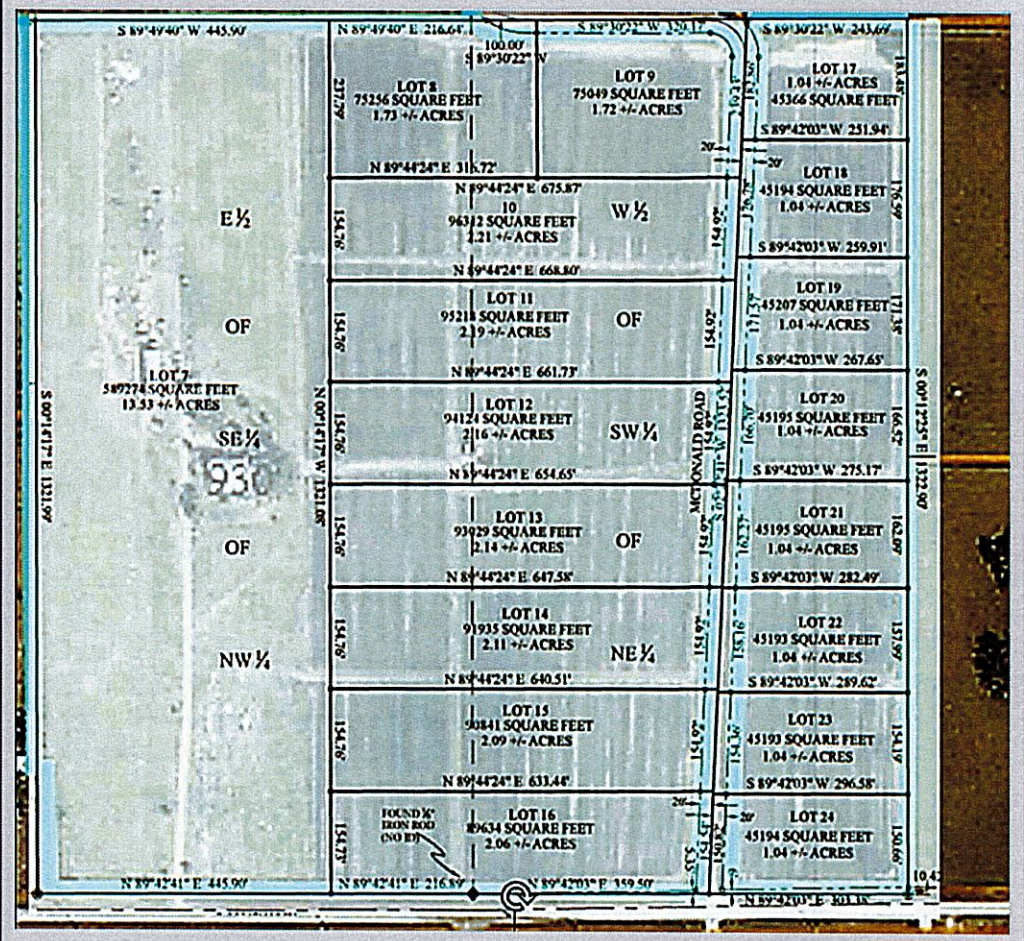


Hardee County
FLORIDA

SUBDIVISION MAP



North Half located on the West side of Mcdonald Rd
Lots 1-6



South Half – both sides of Mcdonald Rd and northside of Metheny Rd
Lots 7-24

CONCLUSION

Based upon staff analysis, the Community Development Dept has determined that the proposed platted subdivision is consistent with the purpose and intent of Policy L1.6 of the Hardee County Comprehensive Plan and will the requirements of Section 9.12.00 of the ULDC.

Therefore, staff recommends APPROVAL of the Final Subdivision Plat application to the BOCC.

Hardee County
FLORIDA

AGENDA ITEM NO. 4.J

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Purchasing Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Colton English, Interim Procurement Manager -** Benefits of Utilizing the Equalis Group for Purchasing
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - Equalis Group.pdf
Hardee County-FL - Equalis Group (Maximizing the Benefits of An Equalis Group Membership).pptx

Hardee County FLORIDA

Procurement

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Colton English, Interim Procurement Manager

Subject: Equalis Group

Date: July 07, 2025

Hardee County Procurement would like to utilize Equalis Group for state contracts/Cooperative agreements to enhance procurement efficiency and cost-effectiveness. Equalis Group offers access to competitively solicited cooperative contracts, eliminating the need for lengthy independent bid or RFP processes. By leveraging the collective buying power of its members, Equalis Group helps secure favorable pricing—often saving 10% to 40%—while ensuring full legal compliance with public procurement guidelines. The group provides access to a wide range of goods and services, along with supplier expertise, and supports flexible, scalable solutions to meet varying organizational needs. With no membership fees or obligations, Equalis Group simplifies the purchasing process and allows cost and time savings to be reinvested in County initiatives.

Staff recommends approval.

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

Maximizing the Benefits of An Equalis Group Membership

Equalis Group at a Glance

SAVE TIME. SAVE MONEY. STAY LEGAL.

SERVING MEMBERS SINCE 2005

NATIONWIDE COVERAGE FOR OUR MEMBERS



22,000+ MEMBERS AND GROWING

300+ PUBLICLY PROCURED CONTRACTS



A MEMBER-DRIVEN SUPPLIER-CENTRIC COOPERATIVE PURCHASING ORGANIZATION

$0 TO JOIN
NO FEES, NO DUES
& NO OBLIGATIONS

equalis GROUP

Get started at www.EqualisGroup.org

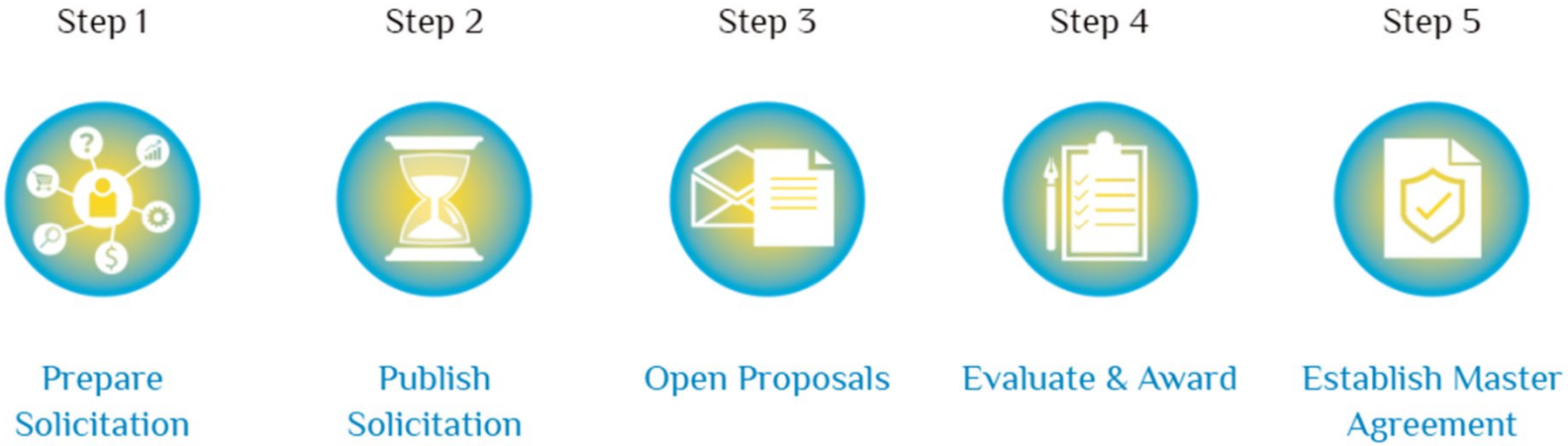
Who Can Use Our Contracts?

Equalis Group

Most Cooperatives

- **The SLED Market** (subject to statutory procurement requirements)
  - **State Governments & State Agencies**
  - **Local Governments**
    - Counties
    - Municipalities (cities, townships & villages)
    - Special Districts (park systems, libraries, transit authorities, water/sewer authorities, etc.)
  - **Educational Institutions**
    - K-12 Schools (public, charter, private & parochial)
    - Colleges & Universities (public & private)
    - Community Colleges & Technical Schools
- ***Federal Agencies*** *(subject to statutory procurement requirements)*
- ***Other Types of Entities***
  - ***Nonprofit Organizations*** *(sometime subject to statutory procurement requirements depending on source of funds being spent)*
  - ***Private Sector Companies*** *(not subject to statutory procurement requirements)*

Equalis Group Approach to Compliance

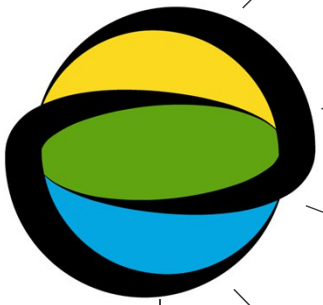


- Equalis Group partners with Lead Agencies: Region 10 Educational Services Center (**Region 10 ESC**), The Cooperative Council of Governments (**CCOG**), and Rockies Procurement Services (**RPS**).
- Lead Agency partners conduct rigorous and transparent competitive public sector procurement processes
- Winning suppliers, distributors, and manufacturers are selected based on both qualitative and financial criteria
- Equalis then establishes compliant already-procured Master Agreements with these winning vendors

The Equalis Difference: Part 1

The Typical Cooperative & Our Approach To Procurement

- Compliance
- Contract Portfolio
- Time Savings
- Discounts

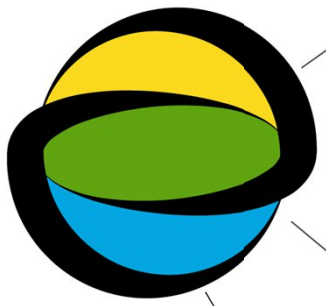


- Competitive Solicitations With Limited Awards
- Broad Specifications, Configurable Solutions
- National Coverage **and** Local Providers
- Member-Specific Solicitations
- Actionable Intelligence Tools
- Our Lead Agencies Are Members Like You

The Equalis Difference: Part 2

The Typical Cooperative vs. Our Approach To Member Service

- 1-800 #
- Website
- Info @ Email



- Dedicated & Responsive Single Point Of Contact
- Most User-Friendly, Comprehensive Website In The Industry
- State Legal Authority Documents
- Federal Funds & Uniform Guidance Resources
- Contract Compliance
- Exclusive Member Learning & Development Events
- Proven Commitment To Go The Extra Mile

Our Portfolio of Cooperative Purchasing Contracts

Contract Categories
Assistive Technology & Services
Athletics, Parks & Recreation
Catering Services
Construction
Educational Products & Services
Electrical Equipment, Tools, Supplies & Related Services
Enterprise Solutions & Services
Experience Management Software
Facilities & MRO
Fleet
Food & Beverage
Furniture & Storage
Information Technology
Integrated Fire Protection & Security Products & Services
Mobile Parking Payment & Management Solutions
Non-Consumable Foodservice Supplies & Equipment
Job Order Contracting
K-12 Foodservice Distributor
Medical
MRO
Office Equipment. Services & Supplies
Parks & Recreation
Personal Protective Equipment
Rideshare & Transportation Solutions
Staffing Services
Voting & Ballot Solutions

Contracts Effective November 1, 2024

- Commercial Flooring Products and Services
- Lighting Products and Services
- Multi-Function Devices and Managed Print Services
- Online Marketplace and E-Commerce Purchasing Solutions
- Vehicle Rental Services

Supporting Documentation

Equalis Group Master Agreement landing pages (accessed here) typically include the following:

- Request for proposals (**RFP**)
- Proof of RFP publication
- Winning supplier RFP response
- Bid tabulation
- Award letter
- Fully executed Master Agreement

Recommended Next Actions

- Review our contract portfolio
  - Identify any awarded suppliers with whom you are already or are considering doing business
- Contact your Member Engagement rep to discuss whether the Equalis Master Agreements are a good fit for your organization
- Join Equalis if you aren't already a member
- Register for KaizenIQ™ and take advantage of Solicitation Builder for your upcoming solicitations – available free exclusively for Equalis members

Joining Equalis is Easy

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AGENDA ITEM NO. 4.K

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Bobby Keene, Capital Projects Manager -** Construction Contract with Garland/DBS, Inc. for Pool Pavillion Building Renovations
SUGGESTED ACTION:	

ATTACHMENTS:
Revised Memo.pdf
Signed Contract 250379 25.pdf

Hardee County
FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Christopher Simpron, Assistant County Manger

From: Bobby Keene, Capital Projects Manager

Date: July 17th, 2025

Re: Hardee County Pool Pavilion Material and Service Construction Agreement – Proposal #: 25-FL-250379

Hardee County staff in coordination with Garland/DBS utilizing National Coopeative contract administered by OMNIA Partners. Have identified several components for repair or replacement at the Pioneer Park Pool Pavilion listed within Garland/DBS Proposal #: 25-FL-250379.

The following items with alternates are to be completed.

1. Contractor to prepare walls for Tuff Coat application by thoroughly pressure cleaning all surfaces.

2. Delaminated or damaged stucco areas should be repaired using a cement-based patching compound. The contractor must sound out the wall section prior to painting.

3. Cracks larger than 1 /8" shall be ground into a V shape no less than ½" wide, and filled with a concrete patching compound.

4. Repair stucco per specifications and details. Stucco repairs should follow the attached details. The finished repair will match the existing texture.

5. Mask and protect all surfaces that should not receive Tuff-Coat.

6. Apply Tuff-Coat to secure a total minimum coverage of 16 mils per coat. With a minimum 2 coat process.

7. Complete Alternates 1, 2, and 4 outlined on proposal.

Funds will be used that were allocated for this project in FY25 budget. Total dollar amount for the project is $66,325.00. County staff recommends authorizing the Chair or County Manger to expend funds and sign all documents and furtherance thereof.

23-F-250379

HARDEE COUNTY
CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made by and between the **HARDEE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 412 W. Orange St. Room 103, Wauchula, FL 33873 (hereinafter referred to as "County"), and **Garland/DBS, Inc.,** with its principal place of business at 3800 East 91st Street, Cleveland, OH 44105 (hereinafter referred to as "Contractor").

W I T N E S S E T H

WHEREAS, Racine County, Wisconsin, issued IFB #PW1925 on August 7, 2019, to establish a national cooperative contract for Roofing Supplies and Services, Waterproofing, and Related Products and Services contract; and

WHEREAS, the solicitation included cooperative purchasing language in Section B. Terms and Conditions, item 5. National Contract:
Subject to its fiduciary and statutory obligations, Racine County, as the Principal Procurement Agency, defined in Attachment B – National Cooperative Contract to be Administered by OMNIA Partners, intends to partner with OMNIA Partners to make the resultant contract (also known as the "Master Agreement "in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit("Public Agencies"), through OMNIA Partners' cooperative purchasing program. Racine County is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment B – National Cooperative Contract to be Administered by OMNIA Partners contains additional information about OMNIA Partners and the cooperative purchasing agreement.; and

WHEREAS, Contractor was the lowest responsive, responsible, and qualified bidder based on the requirements issued in the IFB and Racine County, as the principal procurement agency for OMNIA Partners, approved the contract award and executed the contract on September 27, 2019, with an effective date of October 15, 2019, for an initial five (5) year term with an option to renew for one (1) additional five (5) year term. The contract was amended and extended to end date of October 14th, 2029; and

WHEREAS, consistent with Hardee County's Procurement Manual, the County identifies contracts competitively solicited and awarded by other government agencies as a favorable procurement method; and

WHEREAS, the Contractor submitted the OMNIA Proposal #25-FL-250379, detailing the necessary repairs required for the Hardee County Pool Hall Roofing Material & Services ("Work") subject to the pricing, terms and conditions of the OMNIA Partners agreement which is incorporated herein by reference and made a part hereof, attached hereto as Exhibit "A" ("Scope of Work"); and

WHEREAS, Contractor has represented to the County that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE 1

SCOPE OF WORK

1.1 Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Scope of Work") including alternates 1, 2, and 4, without limitation as described in the approved specifications prepared by the County and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Hardee County Pool Hall Roofing Material and Services

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed providing a commencement date and issued by the County Manager or designee. The Notice to Proceed will not be issued until the Contractor's submission to County of all required documents and after execution of this Contract.

2.2 Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within seventy-five (75) calendar days from the date specified in the Notice to Proceed ("Substantial Completion").** Substantial Completion shall be defined for this purpose as the date on which the County receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within ninety (90) calendar days from the date specified in the Notice to Proceed ('Final Completion").**

The Final Completion date is defined as the date agreed to by the County when all Work has been completed in accordance with the Contract Documents.

2.3 Upon failure of Contractor to complete the Contract within the specified period of time, Contractor shall pay to County the sum of Three Hundred Dollars ($300.00) for each calendar day after the time specified in Section 2.2 for Final Completion and readiness for final payment. These amounts are not penalties but are liquidated damages payable by Contractor to County for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by County as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

2.4 County is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to County by Contractor exceeds monies due Contractor from County, Contractor shall be liable and shall immediately upon demand by County pay to County the amount of said excess.

2.5 In providing the Scope of Work and progress schedule, the Contractor represents and warrants that is has used due diligence to consider the consequences of any labor or material shortages or delivery lead time that may be caused by local or national conditions, including but not limited to COVID-19 impacts, and time requirements for procurement, installation, and construction completion and all of these factors have been considered and included in the schedule. Further, the Contractor shall not seek any price increases or time extensions as a result of COVID-19.

ARTICLE 3

CONTRACT PRICE

3.1 County shall pay to Contractor for the performance of the Work the fixed total lump sum of **Sixty-Six Thousand Three Hundred Twenty-Five Dollars & 00/100 cents ($66,325.00)** in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment, and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract price shall include all applicable sales taxes as required by law.

3.2 County shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the County shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be

paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as County shall determine or County may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Value, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by County until final completion and acceptance of the Work by County. In the event there is a dispute between Contractor and County concerning a Pay Application, dispute resolution procedures shall be conducted by County commencing within 45 days of receipt of the disputed Payment Application. The County shall reach a conclusion within 15 days thereafter and promptly notify the Contractor of the outcome, including payment, if applicable.

3.3 Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the County for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.

3.4 The payment of any Application for Payment by the County, including the final request for payment, does not constitute approval or acceptance by the County of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the County 's rights hereunder or at law or in equity.

3.5 Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the County, and upon receipt of consent by any surety, County shall pay the remainder of the Contract Price and Retainage as recommended by the County's Project Consultant. Final payment is contingent upon receipt by County from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.

3.6 This Contract is subject to the condition precedents that: (i) County funds are available and budgeted for the Contract Price; (ii) the County secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the County Board of County Commissioners relative to the Project; and (iii) County Board of County Commissioners enacts legislation which awards and authorizes the execution of this Contract, if such is required.

ARTICLE 4

CONTRACT DOCUMENTS

4.1 The Contract Documents, which comprise the entire agreement between the County and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing),, the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein. Contractor is reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2 This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3 The Contract Documents shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the County's prior written authorization.

4.4 Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change, this section shall not prohibit the issuance of Field Orders and Supplemental Instructions as provided for herein.

4.5 The Contract Administrator shall have the right to approve and issue Field Orders or Supplemental Instructions setting forth written interpretations, orders or instructions of the Contract Documents, and ordering minor changes in the Work execution, providing the Field Order or Supplemental Instructions involves no change in the Contract Price or the Contract Time.

4.6 Changes in the quantity or character of the Work within the Scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the County purchasing guidelines and as provided herein.

4.7 All changes to the agreement must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All change orders with a

value of $25,000 or more shall be approved in advance by the Board of County Commissioners. All Change Orders with a value of less than $25,000 shall be approved in advance by the County Manager.

ARTICLE 5

INDEMNIFICATION

5.1 Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, including legal fees and costs and through appeal, arising out of or, related to, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including by reason of any damage to property, or bodily injury or death incurred or sustained by any party. Contractor shall defend, indemnify, and hold the County harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law. The provisions of this section shall survive termination of this Contract.

ARTICLE 6

INSURANCE AND BONDS

6.1 **Insurance.** Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by County and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents and volunteers naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

(a) Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care,

custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of $2,000,000.

(b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

(c) Business Automobile Liability with minimum limits of $1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

(d) Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

(e) **Certificate of Insurance.** On or before the Effective Date of this Contract, the Contractor shall provide the County with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

(f) **Additional Insured.** The County is to be specifically included as an Additional Insured for the liability of the County resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

(g) **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

(h) The provisions of this section shall survive termination of this Contract.

6.2 **Bonds.** If required by the County, prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to County the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by County and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to County.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

In order to induce the County to enter into this Contract, the Contractor makes the following representations and warranties:

7.1 Contractor Represents the following:

7.1.1 Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical data" and plans and specifications and the Plans.

7.1.2 Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.1.3 Contractor is familiar with and is satisfied as to all federal, state and local laws, regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the foregoing laws, regulations and permits.

7.1.4 Contractor has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. Contractor acknowledges that the County does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.1.5 Contractor is aware of the general nature of Work to be performed by the County and others at the site that relates to the Work as indicated in the Contract Documents.

7.1.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.1.7 Contractor has given County written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by County is acceptable to Contactor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.1.8 The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to County, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other

parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.2 Contractor warrants the following:

7.2.1 Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.2.2 Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the County shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.2.3 Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required licenses and permits whether federal, state, or County. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including County building permits.

ARTICLE 8

DEFAULT AND TERMINATION

8.1 If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, County may, upon seven (7) days written Notice of Termination, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by County, together with the costs of completing the Project,

shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from County, Contractor shall be liable and shall pay to County the amount of said excess promptly upon demand therefore by County. In the event it is adjudicated that County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by County for convenience as described below.

8.2 This Contract may be terminated by the County for convenience upon seven (7) calendar days' written notice to the Contractor. In the event of such a termination, the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations. The Contractor shall be compensated for all services performed to the satisfaction of the County together with reasonable demobilization costs including, but not limited to, rental costs up to the earliest date for rental cancellation. In such event, the Contractor shall promptly submit to the County its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.

ARTICLE 9

MISCELLANEOUS

9.1 **No Assignment.**

Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the County Manager.

9.2 **Contractor's Responsibility for Damages and Accidents.**

9.2.1 Contractor shall accept full responsibility for the Work against all loss or damage of any nature sustained until final acceptance by County and shall promptly repair any damage done from any cause.

9.2.2 Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by County, Contractor shall replace same without cost to County.

9.3 **Defective Work. Warranty and Guarantee.**

9.3.1 County shall have the authority to reject or disapprove Work which the County finds to be defective. If required by the County, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.2 Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the County or its designee, County shall have the authority to cause the defective Work to be removed or corrected or make such repairs as may be necessary at Contractor's reasonable expense. Any reasonable expense incurred by County in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, County may declare Contractor in default.

9.3.3 The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from County, shall promptly correct such defective or nonconforming Work within the time specified by County without cost to County. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the County prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to County all material and equipment warranties upon completion of the Work hereunder.

9.3.4 Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4 **Legal Restrictions and Hours of Work.**

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the County or governing jurisdiction. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the County Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the County.

9.5 **Examination and Retention of Contractor's Records.**

9.5.1 The County or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination,

excerpts, and transcriptions. In addition, the Contractor agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes

9.5.2 The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of County providing for retention and audit of records.

9.5.3 The right to access and examination of records stated herein and, in any subcontracts, shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4 The County may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the County Manager or designees to any Records pertaining to work performed under this Contact that are subject to the provisions of Chapter 119, Florida Statutes.

9.6 **Public Records.**

9.6.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

9.6.2 Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.6.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

9.6.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the

County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.6.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.6.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

9.6.7 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L. Rogers, Hardee County Clerk of Courts, 417 West Main Street Suite 214, Wauchula, FL 33873, (863) 773-4174, Ext. 7227, clerkminutes@hardeeclerk.com.**

9.7 **No Damages for Delay.**

No claim for damages or any claim, other than for an extension of time shall be made or asserted against County by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from County 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, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by County. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the County, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven days written notice to the County.

9.8 **Authorized Representative.**

9.7.1 Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to County to represent and act for Contractor and shall inform County, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep County informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2 The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the County. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable to the County, Contractor shall replace the unacceptable personnel with personnel acceptable to the County.

9.9 **Taxes.**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.10 **Utilities.**

Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to County. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.11 **Safety.**

Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. County shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and

Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.12 **Cleaning Up.**

Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by County at Contractor's expense.

9.13 **Rights and Remedies.**

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

9.14 **Public Entity Crimes Affidavit.**

Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

9.15 **Foreign Country of Concern Disclosure.**

Pursuant to section 286.101, Florida Statutes, the Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a Foreign Country of Concern, as defined below, if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.

Contractor's disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the

contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. The Contractor represents that within one (1) year before proposing any contract to the County, the Contractor provided a copy of such disclosure to the Florida Department of Financial Services.

9.16 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.17 **Independent Contractor.**

The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

9.18 **Payment to Sub-Contractors.**

Certification of Payment to Subcontractors: The term "subcontractor", as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the County. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete and accepted by the County.

9.19 **Liens.**

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Hardee County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Hardee County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, County shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, County shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay County 's reasonable attorneys' fees and costs incurred in connection therewith.

9.20 **Governing Law.**

This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Hardee County, Florida.

9.21 **Waiver of Jury Trial.**

COUNTY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.22 **Notices/Authorized Representatives.**

Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the County: Terry Atchley
County Manager
412 West Orange Street, Room 103
Wauchula, Florida 33873

With a copy to: Bryant Miller Olive P.A.
Attn: Sarah Johnston
Hardee County Attorney
412 West Orange Street, Room 103
Wauchula, Florida 33873

For The Contractor: _____

Attention: _____

_____

9.23 **Prevailing Party; Attorneys' Fees**. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be

entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

ARTICLE 10

SPECIAL CONDITIONS

10.1 The following provisions supersede any provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific: None

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature:

COUNTY:

HARDEE COUNTY, FLORIDA, a political subdivision of the State of Florida.

ATTEST:

By: _____

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

Terry Atchley, County Manger

Date Executed: _____

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

By: Garland / DBS, Inc
Name: Brian Lambert
Title: President

Date Executed: June 30, 2025

ATTEST:

By: Heidi Dobson
Title: Secretary

EXHIBIT "A"

(Attach Contractor's Proposal – Pricing)

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

Hardee County
Pool Hall
231 Wilbur C. King Blvd.
Zolfo Springs, FL 33890

Date Submitted: 06/11/2025
Proposal #: 25-FL-250379
MICPA # PW1925
FL General Contractor #:CGC1533467

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid

1. Contractor to prepare walls for Tuff Coat application by thoroughly pressure cleaning the
2. Delaminated or damaged stucco areas should be repaired using a cement-based patching compound. The contractor must sound out the wall section prior to painting.
3. Cracks larger than 1/8" shall be ground into a V shape no less than ½" wide, and filled with a concrete patching compound. Refer to specification.
4. Repair stucco per specifications and details. Stucco repairs should follow the attached details. The finished repair must match the existing texture and the area of repair shall be marked for approval prior to performing the repair.
5. Mask and protect all surfaces that should not receive Tuff-Coat. The contractor will be held responsible for any overspray or overapplication onto adjacent or adjoining surfaces.
6. Apply Tuff-Coat to secure a total minimum coverage of 16 mils per coat. Product shall be applied by phenolic core roller with a minimum 2 coat process.
7. Ensure the job-site is left clean and tidy, maintaining a professional appearance.

Scope of Work: Alternate 1

1. All Green surfaces are to be painted with high-quality Blue paint per manufacturer recommendations in multiple coats.
2. All adjacent surfaces are to be protected, any over-spray, spillage, etc. is the responsibility of the contractor.

Scope of Work: Alternate 2

1. Contractor to replace the wall flashing on lower/rear metal roof.
2. Contractor to utilize shop-formed 24ga. galvanized steel - standard color selection by Owner.

Scope of Work: Alternate 3

1. Contractor to prepare concrete porch, and steps for application of Dura-Walk 2K (Gray areas).
2. Prepare the concrete deck by removing any and all surface contaminants. Concrete surfaces must be thoroughly clean, dry and free from any surface contaminates or cleaning residue. Acceptable methods of cleaning are sandblasting, shot-blasting or mechanical grinding followed by the complete removal of any residue. Repair concrete as necessary.
3. Apply one coat of Dura-Walk Primer by roller at the rate of 1/2 gallon per 100 square feet. Allow 4 hours drying time.
4. Apply one coat of Dura Walk Base Coat polyurethane at a rate of 2.0 gallons per 100 sq. ft. Allow the base coat to cure for at least 16-24 hours, but no more than 72 hours before applying the wear course.
5. Apply Dura-Walk Base Coat by brush or roller in a five to six inch wide stripe coat centered over all joints, cracks and changes of plane to be taped.
6. Prior to installing the finish coat sweep or vacuum away all loose aggregate from the surface.
7. Apply one coat of Dura-Walk Top Coat polyurethane at a rate of 1 gallon per 100 sq. ft. (16 mils wet). Applicator must use care and adjust coverage rates / coats as required for a
8. There is no fabric reinforcement on this system. Extend the system up all perimeter walls by 12”
9. Repair the walls from voids and other problematic deterioration by using a hydraulic cement patching compound. Contractor to submit for approval prior to application

Scope of Work: Alternate 4

1. Fill in the lower wall below the porch located on the northeast side, as well as the indicated doorway/porch on the west side of the building.
2. Apply sealants, framing material and fasteners where needed.
3. Apply stucco scratch coat along with stucco finish coating on interior and exterior of openings.
4. Apply Tuff-Coat to the exterior.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
	Labor = Ferrara Consultants & S.A. Roof Tech, LLC	$ 24,050.00	1	Total	$ 24,050
	Sub Total Prior to Multipliers				**$ 24,050**
23.167	Additional repair options: Option 1: Cost of Quote Plus Mark-Up (Used when repair and installation services line item pricing is not available and services performed are to be performed by a contractor. Requires a quote on corporate letterhead that cannot exceed $25,000) Cost plus added to quote	14	$ 24,050	%	$ 3,367
	Sub Total After Multipliers				**$ 27,417**
	Materials and Freight	$ 11,898.02	1	Total	$ 11,898
	Garland General Conditions	$ 2,094.15	1	Total	$ 2,094
	Total After Multipliers				**$ 41,409**

Proposal Price: Base Bid **$ 41,409**

Garland/DBS Price: Base Bid

1 Ferrara Consultants & S.A. Roof Tech, LLC	**$**	**41,409**
2 PAX Services Group	$	49,917
3 Eskola	$	82,102

Garland/DBS Price: Alternate 1

1 Ferrara Consultants & S.A. Roof Tech, LLC	**$**	**11,338**
2 PAX Services Group	$	28,235
3 Eskola	$	35,854

Garland/DBS Price: Alternate 2

1 Ferrara Consultants & S.A. Roof Tech, LLC	**$**	**2,830**
2 Eskola	$	5,904
3 PAX Services Group	$	9,422

Garland/DBS Price: Alternate 3

1 Ferrara Consultants & S.A. Roof Tech, LLC	**$**	**33,866**
2 Eskola	$	39,249
3 PAX Services Group	$	59,278

Garland/DBS Price: Alternate 4

1 Ferrara Consultants & S.A. Roof Tech, LLC	**$**	**10,748**

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Interior Temporary protection is excluded.
3. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

John Petersen

Jarod Miller
Garland/DBS, Inc.
216-302-3777

AGENDA ITEM NO. 4.L

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** 2026 Work Squad Contracts

SUGGESTED ACTION:

ATTACHMENTS:
Agenda Memo_HCSO Work Squad Renewal Contract_FY 2026.pdf
HCSO & Landfill.pdf
HCSO & Parks, Rec.pdf
HCSO & Road, Bridge.pdf

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: HCSO Work Squad Renewal Contracts (FY 2026)

Date: July 14, 2025

Below is the Hardee County Sheriff's Office Work Squad Contract amounts for the three (3) county offices which will take effect in FY 2026:

1) Parks and Rec Department - $108,715.93
2) Road and Bridge Department -$116,530.10
3) Solid Waste Department - $108,169.53 (with additional vehicle mounted radio-Motorola)

This will be budgeted in the next FY 2026 for each respective county departments.

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

CONTRACT BETWEEN

THE HARDEE COUNTY SHERIFF'S OFFICE

AND

THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (L)

This contract (Contract) is between the Hardee County Sheriff's Office (SHERIFF) and the Hardee County Board of County Commissioners (BOARD) are the parties hereto.

WITNESSETH

WHEREAS, Florida Statute (F.S.) 951.05, provides for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the SHERIFF'S staff;

WHEREAS, the BOARD is a qualified and willing participant with the SHERIFF to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interest to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on October 1, 2025, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on September 30, 2026, and can be renewed if mutually agreed by both parties.

B. Contract Renewal

This Contract may be renewed for up to one (1) additional term not to exceed a one (1) year period, in whole or part, upon the same terms and conditions contained herein. The Contract renewal is at the BOARD'S initiative with the concurrence of the SHERIFF. The decision to exercise the option to renew should be made no later than thirty (30) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the SHERIFF

a. Supervision of the work squad(s) will be provided by the SHERIFF. The SHERIFF shall provide one (1) Detention Deputy position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to five (5) inmates.

b. The SHERIFF shall ensure the availability of the work squad(s) except when weather conditions are such that checking out the squad(s) would breach good security practices; when the Detention Deputy' absence is necessary for required participation in training or approved use of leave; when the Detention Deputy's presence is required at the direction of the Sheriff elsewhere to assist with a need or an emergency situation; when the Detention Deputy is ill; or when the Detention Deputy position is vacant. In the event a position becomes vacant, the SHERIFF shall make every effort to fill the position(s) within five (5) business days.

c. For security and other reasons, the SHERIFF shall keep physical custody of the vehicle furnished by the BOARD. Unless otherwise specified, the BOARD shall maintain physical custody of all BOARD trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the SHERIFF by the BOARD. The BOARD is responsible for the maintenance of all furnished equipment.

d. In the event of damage to property as a result of an accident charged to a SHERIFF's employee or blatant acts of vandalism by inmates, or loss of tools and

equipment, the BOARD may request that the SHERIFF replace or repair to previous condition the damaged or lost property.

e. The SHERIFF shall be reimbursed by the BOARD for the SHERIFF's costs associated with this Contract in accordance with **Addendum A**. Once the BOARD reimburses the SHERIFF for the costs reflected on **Addendum A**, Section II., these items will be placed on the SHERIFF's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the BOARD.

f. The SHERIFF shall to the fullest extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The SHERIFF shall provide food and drinks for inmate's lunches.

h. The SHERIFF shall be responsible for the apprehension of an escapee and handling of problem inmates. The SHERIFF shall provide transportation from the work site to the Hardee County Jail for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The SHERIFF shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The SHERIFF shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The SHERIFF shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The SHERIFF shall be responsible for driving the Detention Deputy and the inmates to and from the work site.

m. Both parties agree that the SHERIFF makes no representations as to the level of skills of the work squad.

2. <u>Responsibilities of the BOARD</u>

a. The BOARD shall periodically provide the Detention Commander with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the SHERIFF.

b. If required, the BOARD shall obtain licenses or permits for the work to be performed. The BOARD shall provide supervision and guidance for projects that require permits or which require technical assistance to complete the project.

c. The BOARD shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the BOARD do not use inmates as any part of their labor force.

d. The BOARD shall retain ownership of any vehicle or equipment provided by the BOARD for the work squad. The BOARD shall maintain its own inventory of transportation, tools, and equipment belonging to the BOARD.

e. The BOARD shall provide vehicles for transportation of the work squads and is responsible for the maintenance and fuel of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the Sheriff's office at all times. A method of communication (radios, cellular phone, etc.), shall be provided to the SHERIFF at no cost. The BOARD shall provide a method of communication for each BOARD owned vehicle at no cost to the SHERIFF.

a. Vehicle Mounted Radios:

Vehicles provided by the BOARD, that will be equipped with a mobile/vehicle mounted radio programmed to the SHERIFF's radio frequency(ies), will be retained by the SHERIFF to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of this/these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand Held radios will be provided by the SHERIFF. The SHERIFF's radio frequency(ies) will be retained by the SHERIFF to ensure security of the communication equipment.

c. Cellular Phones:

Cellular phones may be utilized by the Detention Deputy as either primary or secondary means of communication as approved by the Detention Commander. The Detention Commander shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be issued and retained by the SHERIFF. The use of the cellular phone is not authorized for any purpose other than as indicated in this Contract.

4. Other Equipment

The Detention Commander shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the BOARD if a trailer is necessary. The Detention Commander shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If an enclosed trailer is required, it will be provided by the BOARD at no cost to the SHERIFF. If the SHERIFF is to maintain control of the enclosed trailer when the squad is not working, the BOARD shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the enclosed trailer. The SHERIFF shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the SHERIFF. Upon the end or termination of this Contract, the enclosed trailer and any non-expendable items will be returned to the BOARD.

III. COMPENSATION

A. Payment to the SHERIFF

1. **Total Operating Capital to Be Advanced by The BOARD**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The SHERIFF will not proceed with the purchase until payment, in full, has been received and processed by the SHERIFF's Finance Department. Delays in receipt of these funds may result in start-up postponement or interruption of the service provided by the work squad.

2. **Total Costs to Be Billed to The BOARD By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last

month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Detention Deputy position becomes vacant and remains vacant for a period of more than five (5) business days, the next subsequent billing will be adjusted by the SHERIFF for services not provided.

4. The BOARD shall insure vehicles owned by the BOARD used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the SHERIFF's official payee to whom payment shall be made is as follows:

Hardee County Sheriff's Office
Finance Department
Attn: Amy Granda
900 East Summit Street
Wauchula, FL 33873
Telephone: (863)773-0304 ext. 224
finance@hardeeso.com

C. Submission of Invoice(s)

The name, address, and phone number of the BOARD's official representative to whom invoices shall be submitted is:

Brandy Crawford
Hardee County Manager's Office
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: brandy.crawford@hardeecounty.net

IV. CONTRACT MANAGEMENT

The SHERIFF will be responsible for the project management of this Contract. The SHERIFF has assigned the following named individuals, address, and phone number as indicated, as Detention Commander.

A. Detention Commander

The Detention Commander represented in this Contract is designated as the SHERIFF's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the BOARD. The title, address, and telephone number of the SHERIFF's Contract Manager for this Contract is:

Captain Sylvia De LaTorre
900 East Summit Street
Wauchula, FL 33873
(863) 773-0304 x211
sdelatorre@hardeeso.com

B. BOARD Representative

The name, address, and telephone number of the representative of the BOARD is:

Terry Atchley, County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: Terry.Atchley@hardeecounty.net

C. Changes to Designees

In the event that different representative are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the SHERIFF will be paid for all costs incurred and hours worked up to the time of termination. The SHERIFF shall reimburse the BOARD any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The BOARD agrees to allow the SHERIFF and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the BOARD in conjunction with this Contract. The BOARD's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The SHERIFF's performance under this Contract is contingent upon an annual appropriation by the BOARD. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Detention Division Commander. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Detention Bureau Commander. The Detention

Bureau Commander shall decide the dispute, reduce the decision to writing, and deliver a copy to the BOARD, with a copy to the Colonel.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the BOARD as a result of any discussions with any SHERIFF'S Office employee. Only those communications which are in writing from the SHERIFF's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the SHERIFF. Only communications from the BOARD that are signed and, in writing, will be recognized by the SHERIFF as duly authorized expressions on behalf of the BOARD.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be constructed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The BOARD shall report any violations of the Prison RAPE Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Detention Commander or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the BOARD understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The BOARD and the SHERIFF are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The BOARD shall comply with the Americans with Disabilities Act. In the event of the BOARD's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the BOARD may be declared ineligible for further Contracts.

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Hardee County, Florida.

This Contract, Hardee County Sheriff's Office Additional Terms and Conditions, and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners

_____

FEIN

HARDEE COUNTY SHERIFF'S OFFICE

Vent Crawford 6/4/2025

Vent Crawford Date
As The Sheriff of Hardee County

HARDEE COUNTY SHERIFF'S OFFICE ADDITIONAL TERMS AND CONDITIONS

SECTION I. PUBLIC RECORDS: If you are a contractor, as defined by Section 119.0701, Florida Statutes, as amended from time to time, you understand, acknowledge, and agree that you shall do the following:

(1) Keep and maintain public records required by the Sheriff to perform the service.

(2) Upon request from the Sheriff, provide the Sheriff 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 Ch. 119, Florida Statutes, or as otherwise provided by law or the Sheriff's policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if you do not transfer the records to the Sheriff.

(4) Upon completion of the contract, transfer, at no cost, to the Sheriff all public records in your possession or keep and maintain public records required by the Sheriff to perform the service. If you transfer all public records to the Sheriff upon completion of the contract, you shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If you keep and maintain public records upon completion of the contract, you shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Sheriff, upon request from the Sheriff, in a format that is compatible with the information technology systems of the Sheriff.

IF THE YOU HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS@HARDEESO.COM , RECORDS CUSTODIAN, HARDEE COUNTY SHERIFF'S OFFICE, 900 EAST SUMMIT STREET, WAUCHULA, FLORIDA 33873.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a Sheriff's contract for services must be made directly to the Sheriff. If the Sheriff does not possess the requested records, the Sheriff shall immediately notify you of the request, and you must provide the records to the Sheriff or allow the records to be inspected or copied within a reasonable amount of time

(b) If you do not comply with the Sheriff's request for records, the Sheriff shall enforce the contract provisions in accordance with the contract.

(c) If you fail to provide the public records to the Sheriff within a reasonable time, you may be subject to penalties under s. 119.10.

CIVIL ACTION

(a) If a civil action is filed against you to compel production of public records relating to the Sheriff's contract for services, the court shall assess an award against you the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that you unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that you have not complied with the request, to the Sheriff and to you.

(b) A notice complies with subparagraph (a)2, above, if it is sent to the Sheriff and to you at you address listed on its contract with the Sheriff or to your registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) If you comply with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION II. TERMINATION AND CUMULATIVE REMEDIES: The Sheriff may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the Sheriff's convenience whenever the Sheriff determines that such termination is in the best interest of the Sheriff. Upon your receipt of the Sheriff's notice to terminate for convenience, you shall promptly discontinue all performance, service, and/or work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

Any reference to an automatic renewal in the contract shall be stricken and the contract shall terminate on a date certain.

The remedies expressly provided to the Sheriff shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Sheriff now or hereafter existing at law or in equity.

SECTION III. CONFLICT: In the event of any conflict between the contract and this addendum, the terms of this addendum shall prevail.

SECTION IV. GOVERNING LAW AND VENUE: The validity, construction and effect of this agreement with the Hardee County Sheriff's Office ("Sheriff") shall be governed by the laws of the State of Florida.

Any claim, objection, or dispute arising out of the terms of this agreement shall be litigated in a court of competent jurisdiction in and for Hardee County, Florida.

SECTION V. E-VERIFY: In accordance with Florida Statute §448.095, you agree as follows:

(a) If you have employees that are working for you for the performance of the agreement, you agree to utilize the E-Verify system to verify work authorization status of all newly hired employees. You shall provide sufficient evidence that you are registered with the E-Verify system before commencement of performance under this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(b) In the event that you hire subcontractors to fulfill your obligations under this Agreement, you shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. You shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(c) The Sheriff shall terminate this Agreement if the Sheriff has a good faith belief that you are in violation of Florida Statute §448.09(1).

(d) You shall terminate any agreement with any subcontractor if you have a good faith belief that the subcontractor is in violation of Florida Statute §448.09(1). The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(e) The Sheriff shall notify and order you to immediately terminate a contract with a subcontractor if the Sheriff has a good faith belief that your subcontractor knowingly violated this Section but you have otherwise complied with this Section. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) You shall be liable for any and all additional costs incurred by the Sheriff as a result of a termination for this Section.

SECTION VI. SCRUTINIZED COMPANIES: You understand that pursuant to Florida Statute §287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Sheriff for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you are on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute §215.4725, as amended, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you:

1. Are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Florida Statute §215.473; or

2. Are engaged in business operations in Cuba or Syria.

By entering into this Agreement, you certify that you and your principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria.

In the event that you are engaged in a boycott of Israel, placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria, the Sheriff may immediately terminate this Agreement without any liability to you notwithstanding any other provision in this Agreement to the contrary.

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
863-773-9430

Vent Crawford 6/4/2025
Vent Crawford Date
As The Sheriff of Hardee County
900 East Summit Street
Wauchula, FL 33873
863-773-0304

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (L)

Interagency Contract Effective October 1, 2025

		Deputy Annual Cost	Total Cost
I.	**DETENTION WORK SQUAD DEPUTY SALARIES AND POSITION-RELATED EXPENSES TO BE REIMBURSED BY THE BOARD:**		
	Deputy's Salary # Deputies 1	$ 104,040.23	$ 104,040.23
	TOTAL-To Be Billed by Contract TO BOARD	$ 104,040.23	$ 104,040.23

*Cost limited to first year contract as this is not a recurring personnel/position cost.

**Annual cost does not include overtime pay.

The Overtime Hourly Rate of Compensation for this Contract is $44.04, if applicable.

(The Overtime Hourly Rate of Compensation shall include the average hourly rate for a Detention Deputy and the average benefit package provided by the Office of the Sheriff, is represented as time and one half for purposes of this Contract.)

		Number of Squads	Total Cost
II.	**ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE BOARD:**		
	Costs include but may not be limited to the following: Raincoats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.		TO BE NEGOTIATED, AS NEEDED
	TOTAL- To Be Billed by Contract TO BOARD	**1**	**$0.00**

III. **ADDITIONAL BOARD EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the BOARD.

CELLULAR PHONE WITH SERVICE REQUIRED: [ ] **YES** [x] **NO** (Provided by the Sheriff)

TRAILER REQUIRED: [ ] **YES** [x] **NO**

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (L)

Interagency Contract Effective October 1, 2025

IV. OPERATING CAPITAL TO BE ADVANCED BY BOARD:			Per Unit Cost	Number of Units	Total Cost	Bill to BOARD | Provided By BOARD | Provided by the Sheriff
Handheld Radio	Motorola	[ ]		0	0.00	| | x
Vehicle Mounted Radio	Motorola	[x]	4,129.30	1	4,129.30	x | |

TOTAL Operating Capital to Be Advanced by BOARD **$ 4,129.30**

V. TOTAL COSTS TO BE ADVANCED BY BOARD:	Total Cost
1. Operating Capital-from Section IV.	$4,129.30
2. **Grand Total-To Be Advanced by Agency at Contract Signing:**	**$4,129.30**

VI. TOTAL COSTS TO BE BILLED TO BOARD BY CONTRACT:	Total Cost
1. Detention Deputy Salaries and Position-Related Expenses from Section I.	$ 104,040.23
2. Other Related Expenses and Security Supplies-from Section II.	$
3. **Grand Total-To Be Billed to BOARD By Contract:**	$ 104,040.23
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	**$108,169.53**

VIII. OVERTIME COSTS:

If the contracting BOARD requests overtime for the work squad which is approved by the SHERIFF, the contracting BOARD agrees to pay such costs and will be billed separately by the SHERIFF for the cost of overtime.

Addendum A-INSTRUCTIONS

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (L)

Interagency Contract Effective October 1, 2025

Section I Costs in this section are determined each fiscal year by the Finance Department and are fixed. By entering the number of Deputies required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The SHERIFF's procedure for Outside Work Squads requires that all Detention Work Squad Deputies be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped, and an on-going squad must be re-supplied at County cost, if needed.

Section II Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or Enclosed Trailer is required by the Contract Manager.

Section III The SHERIFF's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Sheriff's Communication Center. Communication via radio/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the BOARD's responsibility to provide them. If the SHERIFF purchases a radio(s), the BOARD must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to BOARD, "Provided by BOARD" and "Already Exists") for each radio.

a. NOTE: All radio communication equipment owned or purchased by the BOARD that is programmed to the SHERIFF's frequency and used by the work squad(s), whether purchased by the SHERIFF of the BOARD, shall be IMMEDIATELY deprogrammed by the SHERIFF at no cost to the BOARD upon the end or termination of this Contract.

Section IV The total funds the BOARD must provide at the time the contract is signed will be displayed when the form is properly filled out.

Section V The total funds the BOARD will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VI The total funds associated with the Contract, to be paid by the BOARD as indicated in Sections V. and VI., will be displayed here.

Section VII Any agreement in this area will be billed separately as charges are incurred.

CONTRACT BETWEEN

THE HARDEE COUNTY SHERIFF'S OFFICE

AND

THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (PR)

This contract (Contract) is between the Hardee County Sheriff's Office (SHERIFF) and the Hardee County Board of County Commissioners (BOARD) are the parties hereto.

WITNESSETH

WHEREAS, Florida Statute (F.S.) 951.05, provides for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the SHERIFF'S staff;

WHEREAS, the BOARD is a qualified and willing participant with the SHERIFF to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interest to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on October 1, 2025, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on September 30, 2026, and can be renewed if mutually agreed by both parties.

B. Contract Renewal

This Contract may be renewed for up to one (1) additional term not to exceed a one (1) year period, in whole or part, upon the same terms and conditions contained herein. The Contract renewal is at the BOARD'S initiative with the concurrence of the SHERIFF. The decision to exercise the option to renew should be made no later than thirty (30) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the SHERIFF

a. Supervision of the work squad(s) will be provided by the SHERIFF. The SHERIFF shall provide one (1) Detention Deputy position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to five (5) inmates.

b. The SHERIFF shall ensure the availability of the work squad(s) except when weather conditions are such that checking out the squad(s) would breach good security practices; when the Detention Deputy' absence is necessary for required participation in training or approved use of leave; when the Detention Deputy's presence is required at the direction of the Sheriff elsewhere to assist with a need or an emergency situation; when the Detention Deputy is ill; or when the Detention Deputy position is vacant. In the event a position becomes vacant, the SHERIFF shall make every effort to fill the position(s) within five (5) business days.

c. For security and other reasons, the SHERIFF shall keep physical custody of the vehicle furnished by the BOARD. Unless otherwise specified, the BOARD shall maintain physical custody of all BOARD trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the SHERIFF by the BOARD. The BOARD is responsible for the maintenance of all furnished equipment.

d. In the event of damage to property as a result of an accident charged to a SHERIFF's employee or blatant acts of vandalism by inmates, or loss of tools and

equipment, the BOARD may request that the SHERIFF replace or repair to previous condition the damaged or lost property.

e. The SHERIFF shall be reimbursed by the BOARD for the SHERIFF's costs associated with this Contract in accordance with **Addendum A**. Once the BOARD reimburses the SHERIFF for the costs reflected on **Addendum A**, Section II., these items will be placed on the SHERIFF's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the BOARD.

f. The SHERIFF shall to the fullest extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The SHERIFF shall provide food and drinks for inmate's lunches.

h. The SHERIFF shall be responsible for the apprehension of an escapee and handling of problem inmates. The SHERIFF shall provide transportation from the work site to the Hardee County Jail for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The SHERIFF shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The SHERIFF shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The SHERIFF shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The SHERIFF shall be responsible for driving the Detention Deputy and the inmates to and from the work site.

m. Both parties agree that the SHERIFF makes no representations as to the level of skills of the work squad.

2. <u>Responsibilities of the BOARD</u>

a. The BOARD shall periodically provide the Detention Commander with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the SHERIFF.

b. If required, the BOARD shall obtain licenses or permits for the work to be performed. The BOARD shall provide supervision and guidance for projects that require permits or which require technical assistance to complete the project.

c. The BOARD shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the BOARD do not use inmates as any part of their labor force.

d. The BOARD shall retain ownership of any vehicle or equipment provided by the BOARD for the work squad. The BOARD shall maintain its own inventory of transportation, tools, and equipment belonging to the BOARD.

e. The BOARD shall provide vehicles for transportation of the work squads and is responsible for the maintenance and fuel of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the Sheriff's office at all times. A method of communication (radios, cellular phone, etc.), shall be provided to the SHERIFF at no cost. The BOARD shall provide a method of communication for each BOARD owned vehicle at no cost to the SHERIFF.

a. Vehicle Mounted Radios:

Vehicles provided by the BOARD, that will be equipped with a mobile/vehicle mounted radio programmed to the SHERIFF's radio frequency(ies), will be retained by the SHERIFF to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of this/these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand Held radios will be provided by the SHERIFF. The SHERIFF's radio frequency(ies) will be retained by the SHERIFF to ensure security of the communication equipment.

c. Cellular Phones:

Cellular phones may be utilized by the Detention Deputy as either primary or secondary means of communication as approved by the Detention Commander. The Detention Commander shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be issued and retained by the SHERIFF. The use of the cellular phone is not authorized for any purpose other than as indicated in this Contract.

4. Other Equipment

The Detention Commander shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the BOARD if a trailer is necessary. The Detention Commander shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If an enclosed trailer is required, it will be provided by the BOARD at no cost to the SHERIFF. If the SHERIFF is to maintain control of the enclosed trailer when the squad is not working, the BOARD shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the enclosed trailer. The SHERIFF shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the SHERIFF. Upon the end or termination of this Contract, the enclosed trailer and any non-expendable items will be returned to the BOARD.

III. COMPENSATION

A. Payment to the SHERIFF

1. **Total Operating Capital to Be Advanced by The BOARD**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The SHERIFF will not proceed with the purchase until payment, in full, has been received and processed by the SHERIFF's Finance Department. Delays in receipt of these funds may result in start-up postponement or interruption of the service provided by the work squad.

2. **Total Costs to Be Billed to The BOARD By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last

month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Detention Deputy position becomes vacant and remains vacant for a period of more than five (5) business days, the next subsequent billing will be adjusted by the SHERIFF for services not provided.

4. The BOARD shall insure vehicles owned by the BOARD used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the SHERIFF's official payee to whom payment shall be made is as follows:

Hardee County Sheriff's Office
Finance Department
Attn: Amy Granda
900 East Summit Street
Wauchula, FL 33873
Telephone: (863)773-0304 ext. 224
finance@hardeeso.com

C. Submission of Invoice(s)

The name, address, and phone number of the BOARD's official representative to whom invoices shall be submitted is:

Brandy Crawford
Hardee County Manager's Office
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: brandy.crawford@hardeecounty.net

IV. CONTRACT MANAGEMENT

The SHERIFF will be responsible for the project management of this Contract. The SHERIFF has assigned the following named individuals, address, and phone number as indicated, as Detention Commander.

A. Detention Commander

The Detention Commander represented in this Contract is designated as the SHERIFF's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the BOARD. The title, address, and telephone number of the SHERIFF's Contract Manager for this Contract is:

Captain Sylvia De LaTorre
900 East Summit Street
Wauchula, FL 33873
(863) 773-0304 x211
sdelatorre@hardeeso.com

B. BOARD Representative

The name, address, and telephone number of the representative of the BOARD is:

Terry Atchley, County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: Terry.Atchley@hardeecounty.net

C. Changes to Designees

In the event that different representative are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the SHERIFF will be paid for all costs incurred and hours worked up to the time of termination. The SHERIFF shall reimburse the BOARD any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The BOARD agrees to allow the SHERIFF and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the BOARD in conjunction with this Contract. The BOARD's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The SHERIFF's performance under this Contract is contingent upon an annual appropriation by the BOARD. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Detention Division Commander. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Detention Bureau Commander. The Detention

Bureau Commander shall decide the dispute, reduce the decision to writing, and deliver a copy to the BOARD, with a copy to the Colonel.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the BOARD as a result of any discussions with any SHERIFF'S Office employee. Only those communications which are in writing from the SHERIFF's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the SHERIFF. Only communications from the BOARD that are signed and, in writing, will be recognized by the SHERIFF as duly authorized expressions on behalf of the BOARD.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be constructed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The BOARD shall report any violations of the Prison RAPE Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Detention Commander or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the BOARD understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The BOARD and the SHERIFF are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The BOARD shall comply with the Americans with Disabilities Act. In the event of the BOARD's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the BOARD may be declared ineligible for further Contracts.

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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Hardee County, Florida.

This Contract, Hardee County Sheriff's Office Additional Terms and Conditions, and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners

_____

FEIN

HARDEE COUNTY SHERIFF'S OFFICE

Vent Crawford 6/4/2025

Vent Crawford Date
As The Sheriff of Hardee County

HARDEE COUNTY SHERIFF'S OFFICE ADDITIONAL TERMS AND CONDITIONS

SECTION I. PUBLIC RECORDS: If you are a contractor, as defined by Section 119.0701, Florida Statutes, as amended from time to time, you understand, acknowledge, and agree that you shall do the following:

(1) Keep and maintain public records required by the Sheriff to perform the service.

(2) Upon request from the Sheriff, provide the Sheriff 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 Ch. 119, Florida Statutes, or as otherwise provided by law or the Sheriff's policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if you do not transfer the records to the Sheriff.

(4) Upon completion of the contract, transfer, at no cost, to the Sheriff all public records in your possession or keep and maintain public records required by the Sheriff to perform the service. If you transfer all public records to the Sheriff upon completion of the contract, you shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If you keep and maintain public records upon completion of the contract, you shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Sheriff, upon request from the Sheriff, in a format that is compatible with the information technology systems of the Sheriff.

IF THE YOU HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS@HARDEESO.COM , RECORDS CUSTODIAN, HARDEE COUNTY SHERIFF'S OFFICE, 900 EAST SUMMIT STREET, WAUCHULA, FLORIDA 33873.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a Sheriff's contract for services must be made directly to the Sheriff. If the Sheriff does not possess the requested records, the Sheriff shall immediately notify you of the request, and you must provide the records to the Sheriff or allow the records to be inspected or copied within a reasonable amount of time.

(b) If you do not comply with the Sheriff's request for records, the Sheriff shall enforce the contract provisions in accordance with the contract.

(c) If you fail to provide the public records to the Sheriff within a reasonable time, you may be subject to penalties under s. 119.10.

CIVIL ACTION

(a) If a civil action is filed against you to compel production of public records relating to the Sheriff's contract for services, the court shall assess an award against you the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that you unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that you have not complied with the request, to the Sheriff and to you.

(b) A notice complies with subparagraph (a)2, above, if it is sent to the Sheriff and to you at you address listed on its contract with the Sheriff or to your registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) If you comply with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION II. TERMINATION AND CUMULATIVE REMEDIES: The Sheriff may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the Sheriff's convenience whenever the Sheriff determines that such termination is in the best interest of the Sheriff. Upon your receipt of the Sheriff's notice to terminate for convenience, you shall promptly discontinue all performance, service, and/or work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

Any reference to an automatic renewal in the contract shall be stricken and the contract shall terminate on a date certain.

The remedies expressly provided to the Sheriff shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Sheriff now or hereafter existing at law or in equity.

SECTION III. CONFLICT: In the event of any conflict between the contract and this addendum, the terms of this addendum shall prevail.

SECTION IV. GOVERNING LAW AND VENUE: The validity, construction and effect of this agreement with the Hardee County Sheriff's Office ("Sheriff") shall be governed by the laws of the State of Florida.

Any claim, objection, or dispute arising out of the terms of this agreement shall be litigated in a court of competent jurisdiction in and for Hardee County, Florida.

SECTION V. E-VERIFY: In accordance with Florida Statute §448.095, you agree as follows:

(a) If you have employees that are working for you for the performance of the agreement, you agree to utilize the E-Verify system to verify work authorization status of all newly hired employees. You shall provide sufficient evidence that you are registered with the E-Verify system before commencement of performance under this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(b) In the event that you hire subcontractors to fulfill your obligations under this Agreement, you shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. You shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(c) The Sheriff shall terminate this Agreement if the Sheriff has a good faith belief that you are in violation of Florida Statute §448.09(1).

(d) You shall terminate any agreement with any subcontractor if you have a good faith belief that the subcontractor is in violation of Florida Statute §448.09(1). The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(e) The Sheriff shall notify and order you to immediately terminate a contract with a subcontractor if the Sheriff has a good faith belief that your subcontractor knowingly violated this Section but you have otherwise complied with this Section. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) You shall be liable for any and all additional costs incurred by the Sheriff as a result of a termination for this Section.

SECTION VI. SCRUTINIZED COMPANIES: You understand that pursuant to Florida Statute §287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Sheriff for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you are on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute §215.4725, as amended, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you:

1. Are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Florida Statute §215.473; or

2. Are engaged in business operations in Cuba or Syria.

By entering into this Agreement, you certify that you and your principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria.

In the event that you are engaged in a boycott of Israel, placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria, the Sheriff may immediately terminate this Agreement without any liability to you notwithstanding any other provision in this Agreement to the contrary.

Vent Crawford 6/4/2025

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
863-773-9430

Vent Crawford Date
As The Sheriff of Hardee County
900 East Summit Street
Wauchula, FL 33873
863-773-0304

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (PR)

Interagency Contract Effective October 1, 2025

		Deputy Annual Cost	Total Cost
I.	**DETENTION WORK SQUAD DEPUTY SALARIES AND POSITION-RELATED EXPENSES TO BE REIMBURSED BY THE BOARD:**		
	Deputy's Salary # Deputies 1	$ 108,715.93	$ 108,715.93
	TOTAL-To Be Billed by Contract TO BOARD	$ 108,715.93	$ 108,715.93

*Cost limited to first year contract as this is not a recurring personnel/position cost.

**Annual cost does not include overtime pay.

The Overtime Hourly Rate of Compensation for this Contract is $40.74, if applicable.

(The Overtime Hourly Rate of Compensation shall include the average hourly rate for a Detention Deputy and the average benefit package provided by the Office of the Sheriff, is represented as time and one half for purposes of this Contract.)

		Number of Squads	Total Cost
II.	**ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE BOARD:**		
	Costs include but may not be limited to the following: Raincoats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	TO BE NEGOTIATED, AS NEEDED
	TOTAL- To Be Billed by Contract TO BOARD	**1**	**$0.00**

III. **ADDITIONAL BOARD EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the BOARD.

CELLULAR PHONE WITH SERVICE REQUIRED: [ ] **YES** [x] **NO** (Provided by the Sheriff)

TRAILER REQUIRED: [x] **YES** [ ] **NO**

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (PR)

Interagency Contract Effective October 1, 2025

IV. OPERATING CAPITAL TO BE ADVANCED BY BOARD:

			Per Unit Cost	Number of Units	Total Cost	Bill to BOARD | Provided By BOARD | Provided by the Sheriff
Handheld Radio	Motorola	☐ $0.00		0	0.00	| | x
Vehicle Mounted Radio	Motorola	☐ $0.00		0	0.00	| x |

TOTAL Operating Capital to Be Advanced by BOARD $ 0.00

V. TOTAL COSTS TO BE ADVANCED BY BOARD:

	Total Cost
1. Operating Capital-from Section IV.	$0.00
2. **Grand Total-To Be Advanced by Agency at Contract Signing:**	**$0.00**

VI. TOTAL COSTS TO BE BILLED TO BOARD BY CONTRACT:

	Total Cost
1. Detention Deputy Salaries and Position-Related Expenses from Section I.	$ 108,715.93
2. Other Related Expenses and Security Supplies-from Section II.	$
3. **Grand Total-To Be Billed to BOARD By Contract:**	$ 108,715.93

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.) **$108,715.93**

VIII. OVERTIME COSTS:

If the contracting BOARD requests overtime for the work squad which is approved by the SHERIFF, the contracting BOARD agrees to pay such costs and will be billed separately by the SHERIFF for the cost of overtime.

Addendum A-INSTRUCTIONS

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (PR)

Interagency Contract Effective October 1, 2025

Section I Costs in this section are determined each fiscal year by the Finance Department and are fixed. By entering the number of Deputies required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The SHERIFF's procedure for Outside Work Squads requires that all Detention Work Squad Deputies be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied at County cost, if needed.

Section II Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or Enclosed Trailer is required by the Contract Manager.

Section III The SHERIFF's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Sheriff's Communication Center. Communication via radio/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the BOARD's responsibility to provide them. If the SHERIFF purchases a radio(s), the BOARD must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to BOARD, "Provided by BOARD" and "Already Exists") for each radio.

a. NOTE: All radio communication equipment owned or purchased by the BOARD that is programmed to the SHERIFF's frequency and used by the work squad(s), whether purchased by the SHERIFF of the BOARD, shall be IMMEDIATELY deprogrammed by the SHERIFF at no cost to the BOARD upon the end or termination of this Contract.

Section IV The total funds the BOARD must provide at the time the contract is signed will be displayed when the form is properly filled out.

Section V The total funds the BOARD will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VI The total funds associated with the Contract, to be paid by the BOARD as indicated in Sections V. and VI., will be displayed here.

Section VII Any agreement in this area will be billed separately as charges are incurred.

CONTRACT BETWEEN

THE HARDEE COUNTY SHERIFF'S OFFICE

AND

THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS (RB)

This contract (Contract) is between the Hardee County Sheriff's Office (SHERIFF) and the Hardee County Board of County Commissioners (BOARD) are the parties hereto.

WITNESSETH

WHEREAS, Florida Statute (F.S.) 951.05, provides for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the SHERIFF'S staff;

WHEREAS, the BOARD is a qualified and willing participant with the SHERIFF to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interest to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on October 1, 2025, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on September 30, 2026, and can be renewed if mutually agreed by both parties.

B. Contract Renewal

This Contract may be renewed for up to one (1) additional term not to exceed a one (1) year period, in whole or part, upon the same terms and conditions contained herein. The Contract renewal is at the BOARD'S initiative with the concurrence of the SHERIFF. The decision to exercise the option to renew should be made no later than thirty (30) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the SHERIFF

a. Supervision of the work squad(s) will be provided by the SHERIFF. The SHERIFF shall provide one (1) Detention Deputy position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to five (5) inmates.

b. The SHERIFF shall ensure the availability of the work squad(s) except when weather conditions are such that checking out the squad(s) would breach good security practices; when the Detention Deputy' absence is necessary for required participation in training or approved use of leave; when the Detention Deputy's presence is required at the direction of the Sheriff elsewhere to assist with a need or an emergency situation; when the Detention Deputy is ill; or when the Detention Deputy position is vacant. In the event a position becomes vacant, the SHERIFF shall make every effort to fill the position(s) within five (5) business days.

c. For security and other reasons, the SHERIFF shall keep physical custody of the vehicle furnished by the BOARD. Unless otherwise specified, the BOARD shall maintain physical custody of all BOARD trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the SHERIFF by the BOARD. The BOARD is responsible for the maintenance of all furnished equipment.

d. In the event of damage to property as a result of an accident charged to a SHERIFF's employee or blatant acts of vandalism by inmates, or loss of tools and

equipment, the BOARD may request that the SHERIFF replace or repair to previous condition the damaged or lost property.

e. The SHERIFF shall be reimbursed by the BOARD for the SHERIFF's costs associated with this Contract in accordance with **Addendum A**. Once the BOARD reimburses the SHERIFF for the costs reflected on **Addendum A**, Section II., these items will be placed on the SHERIFF's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the BOARD.

f. The SHERIFF shall to the fullest extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The SHERIFF shall provide food and drinks for inmate's lunches.

h. The SHERIFF shall be responsible for the apprehension of an escapee and handling of problem inmates. The SHERIFF shall provide transportation from the work site to the Hardee County Jail for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The SHERIFF shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The SHERIFF shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The SHERIFF shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The SHERIFF shall be responsible for driving the Detention Deputy and the inmates to and from the work site.

m. Both parties agree that the SHERIFF makes no representations as to the level of skills of the work squad.

2. <u>Responsibilities of the BOARD</u>

a. The BOARD shall periodically provide the Detention Commander with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the SHERIFF.

b. If required, the BOARD shall obtain licenses or permits for the work to be performed. The BOARD shall provide supervision and guidance for projects that require permits or which require technical assistance to complete the project.

c. The BOARD shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the BOARD do not use inmates as any part of their labor force.

d. The BOARD shall retain ownership of any vehicle or equipment provided by the BOARD for the work squad. The BOARD shall maintain its own inventory of transportation, tools, and equipment belonging to the BOARD.

e. The BOARD shall provide vehicles for transportation of the work squads and is responsible for the maintenance and fuel of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad maintains communication with the Sheriff's office at all times. A method of communication (radios, cellular phone, etc.), shall be provided to the SHERIFF at no cost. The BOARD shall provide a method of communication for each BOARD owned vehicle at no cost to the SHERIFF.

a. Vehicle Mounted Radios:

Vehicles provided by the BOARD, that will be equipped with a mobile/vehicle mounted radio programmed to the SHERIFF's radio frequency(ies), will be retained by the SHERIFF to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of this/these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand Held radios will be provided by the SHERIFF. The SHERIFF's radio frequency(ies) will be retained by the SHERIFF to ensure security of the communication equipment.

c. Cellular Phones:

Cellular phones may be utilized by the Detention Deputy as either primary or secondary means of communication as approved by the Detention Commander. The Detention Commander shall designate whether the usage of a cellular phone is required on **Addendum A**. The cellular phone will be issued and retained by the SHERIFF. The use of the cellular phone is not authorized for any purpose other than as indicated in this Contract.

4. Other Equipment

The Detention Commander shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract, and shall notify the BOARD if a trailer is necessary. The Detention Commander shall designate whether the usage of an enclosed trailer is required on **Addendum A**.

If an enclosed trailer is required, it will be provided by the BOARD at no cost to the SHERIFF. If the SHERIFF is to maintain control of the enclosed trailer when the squad is not working, the BOARD shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the enclosed trailer. The SHERIFF shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the SHERIFF. Upon the end or termination of this Contract, the enclosed trailer and any non-expendable items will be returned to the BOARD.

III. COMPENSATION

A. Payment to the SHERIFF

1. **Total Operating Capital to Be Advanced by The BOARD**, as delineated in Section IV., of **Addendum A**, shall be due and payable upon execution of the Contract. The SHERIFF will not proceed with the purchase until payment, in full, has been received and processed by the SHERIFF's Finance Department. Delays in receipt of these funds may result in start-up postponement or interruption of the service provided by the work squad.

2. **Total Costs to Be Billed to The BOARD By Contract**, as delineated in Section VI., of **Addendum A**, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last

month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Detention Deputy position becomes vacant and remains vacant for a period of more than five (5) business days, the next subsequent billing will be adjusted by the SHERIFF for services not provided.

4. The BOARD shall insure vehicles owned by the BOARD used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in **Addendum A**, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the SHERIFF's official payee to whom payment shall be made is as follows:

Hardee County Sheriff's Office
Finance Department
Attn: Amy Granda
900 East Summit Street
Wauchula, FL 33873
Telephone: (863)773-0304 ext. 224
finance@hardeeso.com

C. Submission of Invoice(s)

The name, address, and phone number of the BOARD's official representative to whom invoices shall be submitted is:

Brandy Crawford
Hardee County Manager's Office
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: brandy.crawford@hardeecounty.net

IV. CONTRACT MANAGEMENT

The SHERIFF will be responsible for the project management of this Contract. The SHERIFF has assigned the following named individuals, address, and phone number as indicated, as Detention Commander.

A. Detention Commander

The Detention Commander represented in this Contract is designated as the SHERIFF's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the BOARD. The title, address, and telephone number of the SHERIFF's Contract Manager for this Contract is:

Captain Sylvia De LaTorre
900 East Summit Street
Wauchula, FL 33873
(863) 773-0304 x211
sdelatorre@hardeeso.com

B. BOARD Representative

The name, address, and telephone number of the representative of the BOARD is:

Terry Atchley, County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
Telephone: (863) 773-9430
Fax: (863) 773-0958
Email: Terry.Atchley@hardeecounty.net

C. Changes to Designees

In the event that different representative are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered, in writing, to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered, in writing, and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the SHERIFF will be paid for all costs incurred and hours worked up to the time of termination. The SHERIFF shall reimburse the BOARD any advance payments, prorated as of last day worked.

VII. CONDITIONS

A. Records

The BOARD agrees to allow the SHERIFF and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the BOARD in conjunction with this Contract. The BOARD's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Annual Appropriation

The SHERIFF's performance under this Contract is contingent upon an annual appropriation by the BOARD. It is also contingent upon receipt of payments as outlined in **Addendum A** and in Section III., COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Detention Division Commander. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Detention Bureau Commander. The Detention

Bureau Commander shall decide the dispute, reduce the decision to writing, and deliver a copy to the BOARD, with a copy to the Colonel.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the BOARD as a result of any discussions with any SHERIFF'S Office employee. Only those communications which are in writing from the SHERIFF's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the SHERIFF. Only communications from the BOARD that are signed and, in writing, will be recognized by the SHERIFF as duly authorized expressions on behalf of the BOARD.

G. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be constructed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The BOARD shall report any violations of the Prison RAPE Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Detention Commander or designee.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the BOARD understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Sovereign Immunity

The BOARD and the SHERIFF are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

K. Americans with Disabilities Act

The BOARD shall comply with the Americans with Disabilities Act. In the event of the BOARD's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the BOARD may be declared ineligible for further Contracts.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Hardee County, Florida.

This Contract, Hardee County Sheriff's Office Additional Terms and Conditions, and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

_____

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners

_____

FEIN

HARDEE COUNTY SHERIFF'S OFFICE

6/4/2025

Vent Crawford Date
As The Sheriff of Hardee County

HARDEE COUNTY SHERIFF'S OFFICE ADDITIONAL TERMS AND CONDITIONS

SECTION I. PUBLIC RECORDS: If you are a contractor, as defined by Section 119.0701, Florida Statutes, as amended from time to time, you understand, acknowledge, and agree that you shall do the following:

(1) Keep and maintain public records required by the Sheriff to perform the service.

(2) Upon request from the Sheriff, provide the Sheriff 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 Ch. 119, Florida Statutes, or as otherwise provided by law or the Sheriff's policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if you do not transfer the records to the Sheriff.

(4) Upon completion of the contract, transfer, at no cost, to the Sheriff all public records in your possession or keep and maintain public records required by the Sheriff to perform the service. If you transfer all public records to the Sheriff upon completion of the contract, you shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If you keep and maintain public records upon completion of the contract, you shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Sheriff, upon request from the Sheriff, in a format that is compatible with the information technology systems of the Sheriff.

IF THE YOU HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS@HARDEESO.COM , RECORDS CUSTODIAN, HARDEE COUNTY SHERIFF'S OFFICE, 900 EAST SUMMIT STREET, WAUCHULA, FLORIDA 33873.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a Sheriff's contract for services must be made directly to the Sheriff. If the Sheriff does not possess the requested records, the Sheriff shall immediately notify you of the request, and you must provide the records to the Sheriff or allow the records to be inspected or copied within a reasonable amount of time

(b) If you do not comply with the Sheriff's request for records, the Sheriff shall enforce the contract provisions in accordance with the contract.

(c) If you fail to provide the public records to the Sheriff within a reasonable time, you may be subject to penalties under s. 119.10.

CIVIL ACTION

(a) If a civil action is filed against you to compel production of public records relating to the Sheriff's contract for services, the court shall assess an award against you the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that you unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that you have not complied with the request, to the Sheriff and to you.

(b) A notice complies with subparagraph (a)2, above, if it is sent to the Sheriff and to you at you address listed on its contract with the Sheriff or to your registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) If you comply with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION II. TERMINATION AND CUMULATIVE REMEDIES: The Sheriff may, without cause and without prejudice to any other right or remedy, terminate the Agreement for the Sheriff's convenience whenever the Sheriff determines that such termination is in the best interest of the Sheriff. Upon your receipt of the Sheriff's notice to terminate for convenience, you shall promptly discontinue all performance, service, and/or work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and subcontracts except as they may be necessary, to complete any continued portions of the work.

Any reference to an automatic renewal in the contract shall be stricken and the contract shall terminate on a date certain.

The remedies expressly provided to the Sheriff shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the Sheriff now or hereafter existing at law or in equity.

SECTION III. CONFLICT: In the event of any conflict between the contract and this addendum, the terms of this addendum shall prevail.

SECTION IV. GOVERNING LAW AND VENUE: The validity, construction and effect of this agreement with the Hardee County Sheriff's Office ("Sheriff") shall be governed by the laws of the State of Florida.

Any claim, objection, or dispute arising out of the terms of this agreement shall be litigated in a court of competent jurisdiction in and for Hardee County, Florida.

SECTION V. E-VERIFY: In accordance with Florida Statute §448.095, you agree as follows:

(a) If you have employees that are working for you for the performance of the agreement, you agree to utilize the E-Verify system to verify work authorization status of all newly hired employees. You shall provide sufficient evidence that you are registered with the E-Verify system before commencement of performance under this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(b) In the event that you hire subcontractors to fulfill your obligations under this Agreement, you shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. You shall retain a copy of the affidavit for the term of this Agreement and all renewals thereafter, and in accordance with all other Sections of this Agreement. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(c) The Sheriff shall terminate this Agreement if the Sheriff has a good faith belief that you are in violation of Florida Statute §448.09(1).

(d) You shall terminate any agreement with any subcontractor if you have a good faith belief that the subcontractor is in violation of Florida Statute §448.09(1). The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(e) The Sheriff shall notify and order you to immediately terminate a contract with a subcontractor if the Sheriff has a good faith belief that your subcontractor knowingly violated this Section but you have otherwise complied with this Section. The Sheriff may immediately terminate this Agreement for a breach of this subparagraph.

(f) A contract terminated pursuant to this Section is not a breach of contract and shall not be considered as such.

(g) You shall be liable for any and all additional costs incurred by the Sheriff as a result of a termination for this Section.

SECTION VI. SCRUTINIZED COMPANIES: You understand that pursuant to Florida Statute §287.135, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Sheriff for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you are on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statute §215.4725, as amended, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing the contract, you:

1. Are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Florida Statute §215.473; or

2. Are engaged in business operations in Cuba or Syria.

By entering into this Agreement, you certify that you and your principals and/or owners are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria.

In the event that you are engaged in a boycott of Israel, placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are engaged in business operations with Cuba or Syria, the Sheriff may immediately terminate this Agreement without any liability to you notwithstanding any other provision in this Agreement to the contrary.

Terry Atchley Date
County Manager
Hardee County Board of County Commissioners
412 West Orange Street, Suite 103
Wauchula, FL 33873
863-773-9430

Vent Crawford 6/4/2025
Vent Crawford Date
As The Sheriff of Hardee County
900 East Summit Street
Wauchula, FL 33873
863-773-0304

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (RB)

Interagency Contract Effective October 1, 2025

		Deputy Annual Cost	Total Cost
I.	**DETENTION WORK SQUAD DEPUTY SALARIES AND POSITION-RELATED EXPENSES TO BE REIMBURSED BY THE BOARD:**		
	Deputy's Salary # Deputies 1	$ 116,530.10	$ 116,530.10
	TOTAL-To Be Billed by Contract TO BOARD	$ 116,530.10	$ 116,530.10

*Cost limited to first year contract as this is not a recurring personnel/position cost.

**Annual cost does not include overtime pay.

The Overtime Hourly Rate of Compensation for this Contract is $44.86, if applicable.

(The Overtime Hourly Rate of Compensation shall include the average hourly rate for a Detention Deputy and the average benefit package provided by the Office of the Sheriff, is represented as time and one half for purposes of this Contract.)

		Number of Squads	Total Cost
II.	**ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE BOARD:**		
	Costs include but may not be limited to the following: Raincoats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.		TO BE NEGOTIATED, AS NEEDED
	TOTAL- To Be Billed by Contract TO BOARD	**1**	**$0.00**

III. ADDITIONAL BOARD EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the BOARD.

CELLULAR PHONE WITH SERVICE REQUIRED: ☐ **YES** ☒ **NO** (Provided by the Sheriff)

TRAILER REQUIRED: ☒ **YES** ☐ **NO**

Addendum A

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (RB)
Interagency Contract Effective October 1, 2025

IV. OPERATING CAPITAL TO BE ADVANCED BY BOARD:			Per Unit Cost	Number of Units	Total Cost	Bill to BOARD | Provided By BOARD | Provided by the Sheriff
Handheld Radio	Motorola	☐ $0.00		0	0.00	| | x
Vehicle Mounted Radio	Motorola	☐ $0.00		0	0.00	| | x

TOTAL Operating Capital to Be Advanced by BOARD **$ 0.00**

V. TOTAL COSTS TO BE ADVANCED BY BOARD:	Total Cost
1. Operating Capital-from Section IV.	$0.00
2. **Grand Total-To Be Advanced by Agency at Contract Signing:**	**$0.00**

VI. TOTAL COSTS TO BE BILLED TO BOARD BY CONTRACT:	Total Cost
1. Detention Deputy Salaries and Position-Related Expenses from Section I.	$116,530.10
2. Other Related Expenses and Security Supplies-from Section II.	$
3. **Grand Total-To Be Billed to BOARD By Contract:**	$ 116,530.10

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.) **$116,530.10**

VIII. OVERTIME COSTS:

If the contracting BOARD requests overtime for the work squad which is approved by the SHERIFF, the contracting BOARD agrees to pay such costs and will be billed separately by the SHERIFF for the cost of overtime.

Addendum A-INSTRUCTIONS

Inmate Work Squad Detail of Costs for Hardee County Board of County Commissioners (RB)

Interagency Contract Effective October 1, 2025

Section I Costs in this section are determined each fiscal year by the Finance Department and are fixed. By entering the number of Deputies required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The SHERIFF's procedure for Outside Work Squads requires that all Detention Work Squad Deputies be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped, and an on-going squad must be re-supplied at County cost, if needed.

Section II Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or Enclosed Trailer is required by the Contract Manager.

Section III The SHERIFF's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Sheriff's Communication Center. Communication via radio/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the BOARD's responsibility to provide them. If the SHERIFF purchases a radio(s), the BOARD must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to BOARD, "Provided by BOARD" and "Already Exists") for each radio.

a. NOTE: All radio communication equipment owned or purchased by the BOARD that is programmed to the SHERIFF's frequency and used by the work squad(s), whether purchased by the SHERIFF of the BOARD, shall be IMMEDIATELY deprogrammed by the SHERIFF at no cost to the BOARD upon the end or termination of this Contract.

Section IV The total funds the BOARD must provide at the time the contract is signed will be displayed when the form is properly filled out.

Section V The total funds the BOARD will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VI The total funds associated with the Contract, to be paid by the BOARD as indicated in Sections V. and VI., will be displayed here.

Section VII Any agreement in this area will be billed separately as charges are incurred.

AGENDA ITEM NO. 4.M

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** HMGP REA Road Traffic Light Application
SUGGESTED ACTION:	

ATTACHMENTS:
Revised Memo.pdf
REA Road Traffic Light app..pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: HMGP REA Road & US HWY 17 Traffic Light Application

Date: July 15, 2025

Grant applications are due July 25, 2025, for the next round of Hazard Mitigation Grant Program. Staff is preparing an application for the upgrade of traffic signals at the intersection of Rea Road and US HWY 17. The County will provide the 25% required cash match in the amount of $150,000, with the remaining $450,000 to be funded through the grant and the total project cost is $600,000.

Staff recommends approval.

I. Application Information

Application Information

Applicant (Organization)
Hardee County

Title
REA Road and US 17 Intersection Traffic Lights

Federal Information Processing Standards (FIPS) Code:
049-99049-00

*National Flood Insurance Program (NFIP) Community Identification Number:
120103

Jurisdictions

Select the Legislative Jurisdictions for the Project site

Jurisdiction Type
Select Jurisdiction Type

Added Jurisdictions

Name
Central Florida Region Planning Council
Congressional House District 18
South Florida Water Management District
State House District 27
State House District 83

Delete Jurisdiction

Local Mitigation Strategy (LMS) Compliance

All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA Approved Mitigation Plan and this project is listed?

Yes

Attached is a letter of endorsement for this project from the county's LMS Coordinator. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the Estimated Federal Share (Section IV. E.1.) allocated to this project.

Yes

The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two.

No

Has this project been submitted under a previous disaster event?

No

If so, please provide the disaster number, prior application number, grant number, and grant cycle.

Planning

Plan Title

Hardee County Local Mitigation Strategy Plan 2020-2025

Plan Approval Date

Apr 9, 2020

*Plan Expiration Date

Apr 9, 2025

Plan Applicant Adoption Date

Apr 9, 2020

Point of Contact:

irst Name:
Lorie

*Last Name:
Ayers

itle:
General Services Director

treet Address:
412 West Orange Street

ity:
Wauchula

*State:
FL

ip Code:
33873

elephone:
8637736349

*Email:
lorie.ayers@hardeecountyfl.gov

Application Prepared by:

ame:
apanga Arana

Email:
tapanga.arana@hardeecountyfl.gov

Authorized Applicant Agent (proof of authorization authority required):

An authorized agent is the chief elected official of a local government who has signature authority

am the Authorized Agent:

irst Name:
Terry

*Last Name:
Atchley

itle:
County Manager

treet Address:
412 West Orange Street

ity:
Wauchula

*State:
FL

II. Project Description

Hazards to be Mitigated / Level of Protection

Select the type of hazards the proposed project will mitigate:

Available: Wildfire; Riverine Flood; Coastal A Flood; Coastal V Flood

Chosen: Severe Storm

*Other Type of Hazards to Mitigate:

Transportation Incidents
Human Health Incidents

Identify the type of proposed project:

Available: Acquisition; Aquifer Recharge, Storage and Recov...; Code Plus; Dry Floodproofing

Chosen: Other

*Other type of proposed project:

Transportation Incidents

List the total number of persons that will be protected by the proposed project (include immediate population affected by the project only):

26,000

*List how many acres of "Total Impacted Area" is to be protected by the proposed proj mediate area affected by the project only):

638.00

Fill in the level of protection and the magnitude of event the proposed project will mitigate. (e.g. 23 structures protected against the 100-year storm event (1% chance)

___ structure(s) protected against the ____ -year storm event (10, 25, 50, 100, or 500 year storm event) ____ structure(s) protected against ____ mile per hour (mph) winds)

9,937 structures protected against 100-year storm event

Check all item(s) the project may impact:

Available: Wetlands; Water Quality; Previously Undisturbed Soil; Floodplain

Chosen: Health & Safety

ngineered projects: If your project has been already designed and engineering information is available, attach to your application ALL calculations, H&H study and design plans (e nprovement, Erosion Control, or other special project types) in section 6.

Project Description, Scope of Work, and Protection Provided (Must be Completed in Detail)

escribe, in detail, the existing problem, the proposed project, and the scope of work. Explain how the proposed project will **solve** the problem(s) and provide the level(s) of protection describ Part A. Also, if available, attach a vendor's estimate and/or a contractor's bid for the scope of work. **Ensure that each proposed project is mitigation and not maintenance.**

escribe the existing problems:

The traffic light is over 20 years old and has exceeded its expected service life. It frequently malfunctions or goes out during both minor and major storms.

escribe the type(s) of protection that the proposed project will provide:

The proposed mitigation project mitigates hazards in the following areas:
1. Decreases the potential for transportation incidents associated with light outages by implementing a newer traffic control system with updated components that meet current design standards.
2. Increases the sturdiness and resiliency of the traffic light support system during hurricanes, tropical storms, and other severe weather occurrences.
3. Increases the lifespan of the traffic control system.

cope of Work (describe in detail what you are planning to do):

Civil Engineering, Transportation Engineering, Traffic Engineering, Structural Engineering, and installation of new traffic lights.

III. Project Location

Describe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s).

REA Road and US 17 Wauchula FL 33873 GPS 27.5694707, -81.8159414

Use the "Search for Address" window to search for a location. In order to add the Location to the Project, make sure you click "Add Location Data"

Search for address...

* Title Holder

Add Location Data | Manually Enter Geo Coordinates

Title Holder	Address	Zip	Latitude	Longitude

Delete Location

s the project site seaward of the Coastal Construction Control Line (CCCL)?

No

rovide the number of each structure type (listed below) in the project area that will be affected by the project. Include a
:ructures in project area.

esidential property:

0

*Public Buildings:

0

usinesses/commercial property:

0

*Schools/hospitals/houses of worship:

0

her:

IV. Budget/Costs

Budget	
Name	**Amount**
Material	$450,000.00
Labor	$0.00
Fees	$150,000.00
Pre-Award Costs	$0.00
Subtotal-Estimated Project Costs	**$600,000.00**
Contingency	$0.00
Project Total	**$600,000.00**
Sub-Recipient Management Costs	$0.00

Update Budget

Funding Sources		
Federal	**Amount**	**Percent**
Estimated Federal Share	450,000.00	75.000000000%
Sub-Recipient Management Costs		100%
Non-Federal Funding Share	**Amount**	**Percent**
Cash		0.000000000%
In-Kind	150,000.00	25.000000000%
In-House		0.000000000%
Global Match		0.000000000%
Other Agency Share	**Amount**	**Percent**
		0.000000000%
Total	**$600,000.00**	**100%**

Update Funding Sources

Milestones

- List the major milestones in this project by providing an estimated timeline for the critical activities not to exceed a period of 3-years (36 months) of performance (i.e. Contracting, designing, engineering, permitting, construction/installation, inspections, closeout)

Milestones	
Name	**Estimated Months to Complete**
State and Local Contracting -	
Construction Plan /Technical Specifications -	
Bidding / Local Procurement -	
Permitting -	
Construction / Installation -	
Local Inspections / Compliance -	
State Final Inspections / Compliance -	
Closeout Compliance -	24

Update Milestones

AGENDA ITEM NO. 4.N

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** HMGP Grant for West Main Street Traffic Light

SUGGESTED ACTION:

ATTACHMENTS:
Revised Memo.pdf
W. Main-FL Ave Traffic Lights App..pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: HMGP FL Avenue & W. Main Street Traffic Light Application

Date: July 15, 2025

Grant applications are due July 25, 2025, for the next round of Hazard Mitigation Grant Program. Staff is preparing an application for the upgrade of traffic signals at the intersection of Florida Avenue and West Main Street. The County will provide the 25% required cash match in the amount of $146,250, with the remaining $438,750 to be funded through the grant and the total project cost is $585,000.

Staff recommends approval.

I. Application Information

Application Information

pplicant (Organization)
ardee County

Title
Florida Avenue/Main Street Traffic Lights

Federal Information Processing Standards (FIPS) Code:
049-99049-00

*National Flood Insurance Program (NFIP) Community Identification Number:
120103

Jurisdictions

Select the Legislative Jurisdictions for the Project site

urisdiction Type
Select Jurisdiction Type

Added Jurisdictions

Name
Central Florida Region Planning Council
Congressional House District 18
South Florida Water Management District
State House District 83
State Senate District 27

Delete Jurisdiction

Point of Contact:

First Name:
Lorie

*Last Name:
Ayers

Title:
General Service Director

Street Address:
412 West Orange Street Wauchula, FL 33873

City:
Wauchula

*State:
fl

Zip Code:
33873

Telephone:
8637736349

*Email:
lorie.ayers@hardeecountyfl.gov

Authorized Applicant Agent (proof of authorization authority required):

An authorized agent is the chief elected official of a local government who has signature authority

I am the Authorized Agent:

*First Name:
Terry

*Last Name:
Atchley

*Title:
County Manger

*Street Address:
412 West Orange Street Wauchula, FL 33873

*City:
Wauchula

*State:
fl

*Zip Code:
33873

*Telephone:
8637736349

*Email:
terry.atchley@hardeecountyfl.gov

Local Mitigation Strategy (LMS) Compliance

All proposed projects must be included in the county's Local Mitigation Strategy (LMS) Project List, and on file with FDEM's Mitigation Bureau Planning Unit. Does your jurisdiction have a current FEMA pproved Mitigation Plan and this project is listed?

Yes

Attached is a letter of endorsement for this project from the county's LMS Coordinator. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the stimated Federal Share (Section IV. E.1.) allocated to this project.

Yes

The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two.

No

Has this project been submitted under a previous disaster event?

No

so, please provide the disaster number, prior application number, grant number, and grant cycle.

Planning

Plan Title

Hardee County Local Mitigation Strategy Plan 2020-2025

Plan Approval Date

Apr 9, 2020

*Plan Expiration Date

Apr 9, 2025

Plan Applicant Adoption Date

Apr 9, 2020

escribe the physical location of this project, including street numbers (or neighborhoods) and project site zip code(s).

Florida Avenue and W. Main Street Wauchula, FL 33873 GPS 27.5477920,-81.8176095

Use the "Search for Address" window to search for a location. In order to add the Location to the Project, make sure you click "Add Location Data"

Search for address...

* Title Holder

Add Location Data | Manually Enter Geo Coordinates

Title Holder	Address	Zip	Latitude

Delete Location

Provide the number of each structure type (listed below) in the project area that will be affected by the project. Include all structures in project area.

Residential property:
0

*Public Buildings:
0

Businesses/commercial property:
0

*Schools/hospitals/houses of worship:
1

Other:
0

Local Mitigation Strategy (LMS) Compliance

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Yes

Attached is a letter of endorsement for this project from the county's LMS Coordinator. Ensure the LMS endorsement letter contains both the Total Estimated Projects Cost (Section IV. D.), along with the stimated Federal Share (Section IV. E.1.) allocated to this project.

Yes

The LMS project list and endorsement letter both have an estimated cost column and Federal Share amount that is within $500.00 between the two.

No

Has this project been submitted under a previous disaster event?

No

so, please provide the disaster number, prior application number, grant number, and grant cycle.

Planning

Plan Title

Hardee County Local Mitigation Strategy Plan 2020-2025

Plan Approval Date

Apr 9, 2020

*Plan Expiration Date

Apr 9, 2025

Plan Applicant Adoption Date

Apr 9, 2020

IV. Budget/Costs

Budget	
Name	**Amount**
Material	$435,000.00
Labor	$0.00
Fees	$150,000.00
Pre-Award Costs	$0.00
Subtotal-Estimated Project Costs	**$585,000.00**
Contingency	$0.00
Project Total	**$585,000.00**
Sub-Recipient Management Costs	$0.00

Update Budget

IV. Budget/Costs

Funding Sources		
Federal	**Amount**	**Percent**
Estimated Federal Share	438,750.00	75.000000000%
Sub-Recipient Management Costs		100%
Non-Federal Funding Share	**Amount**	**Percent**
Cash		0.000000000%
In-Kind	146,250.00	25.000000000%
In-House		0.000000000%
Global Match		0.000000000%
Other Agency Share	**Amount**	**Percent**
		0.000000000%
Total	**$585,000.00**	**100%**

Update Funding Sources

Milestones

- List the major milestones in this project by providing an estimated timeline for the critical activities not to exceed a period of 3-years (36 months) of performance (i.e. Contracting, designing, engineering, permitting, construction/installation, inspections, closeout)

Milestones	
Name	**Estimated Months to Complete**
State and Local Contracting -	
Construction Plan /Technical Specifications -	
Bidding / Local Procurement -	
Permitting -	
Construction / Installation -	
Local Inspections / Compliance -	
State Final Inspections / Compliance -	
Closeout Compliance -	24

Update Milestones

AGENDA ITEM NO. 4.O

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** Household Hazardous Waste Co-Op Grant with Glades County

SUGGESTED ACTION:

ATTACHMENTS:
Memo - 2025 HW.pdf
070225_HW602_HardeeAgreement.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Hardee County Household Hazardous Waste Co-op Grant

Date: 07/14/2025

Annual Household Hazardous Waste CO-OP Grant with the State of Florida Department of Environmental Protection to plan and conduct a hazardous waste collection events with Glades County in the amount of $16,500. No cash match.

Staff recommends approval.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

Hardee County Household Hazardous Waste Co-op Grant HW602

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Hardee County Board of County Commissioners Entity Type: Local Government

Grantee Address: 412 West Orange Street, Room 204, Wauchula, FL 33873 FEID: 59-6000632

(Grantee)

3. Agreement Begin Date: July 1, 2025 Date of Expiration: June 30, 2026

4. Project Number: HW602 *(If different from Agreement Number)* Project Location(s): Hardee County, FL

Project Description: Hardee County Household Hazardous Waste Co-op Collection Program

5. Total Amount of Funding: $16,500.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ☐Federal	2025-26 GAA Line Item #1593	$ 16,500.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 16,500.00

6. Department's Grant Manager

Name: Lindsey Bradley-Brown or successor

Address: 2600 Blair Stone Rd. Tallahassee, FL. 32399

Phone: (850)245-8977

Email: lindsey.bradleybrown@floridadep.gov

Grantee's Grant Manager

Name: Evelyn Guffey or successor

Address: 2428 Commerce Court Bowling Green, FL. 33834

Phone: (863)773-3465

Email: evelyn.guffey@hardeecountyfl.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
■ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
■ Additional Attachments (if necessary): Attachment 9 - Interlocal Agreements
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Hardee County Board of County Commissioners **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

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

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. The Grantee, its subgrantees, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons).

vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage

costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.
If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:
(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.
Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:
(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.
Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.
This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.
Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. HW602

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Hardee Household Hazardous Waste Co-op Collection Grant. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are no extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☒	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Hardee County Household Hazardous Waste Cooperative Collection Center Arrangement Grant

PROJECT AUTHORITY: The Department of Environmental Protection (Department) received funding from the Florida Legislature through Specific Appropriation Line Item No. 1593, Solid Waste Management Trust Fund, Fiscal Year (FY) 2025-2026, General Appropriations Act, for the purpose of, among other things, providing assistance for household hazardous waste cooperative collection center arrangement activities performed by Hardee County (Grantee). In accordance with Section 403.7265, Florida Statutes (F.S.), the Grantee has established operational hazardous waste collection centers and is willing to assume a host role, in organizing a local hazardous waste collection in a Neighboring County that is currently unable to establish a permanent collection center, but desires a local hazardous waste collection. The Grantee received this funding on a cost reimbursement basis up to a maximum of $16,500.00 for the purpose of acting as the Host County, similar to that of the State in the amnesty days' program described in Section 403.7264, F.S., for those Neighboring Counties who have entered into an **Interlocal Agreement(s) (Attachment 9)** with the Grantee. Authority for this Project is specified in Section 403.7265, F.S. Monitoring and auditing guidelines, as related to the Florida Single Audit Act, are specified in the Florida Catalog of State Financial Assistance (CSFA), No. 37.007. Any subsequent policies regarding local hazardous waste collection centers with the Department shall be provided to the Grantee during the term of this Agreement.

PROJECT LOCATION: Hardee County and Glades County - Doyle Conner Building located at 900 N. US Hwy 27 Moore Haven, FL 3347. The household hazardous waste will be collected from the HHW Collection Events held in each Neighboring County and then transported and disposed of by the on-site contractor, at an approved disposal facility.

PROJECT BACKGROUND: The Grantee and the Neighboring County/Counties have determined that a joint and cooperative effort is a viable approach to the proper and cost-effective management of a Neighboring County's waste stream. A grant request has been made jointly on behalf of the Host and the Neighboring County/Counties by the Grantee. This request has been endorsed by both the Host's and Neighboring County's Boards of County Commissioners and been approved through the execution of an **Interlocal Agreement(s)**. The Grantee has executed an Interlocal Agreement with each of the following Neighboring Counties: Glades County

PROJECT DESCRIPTION: The Grantee shall act as a host local government for a hazardous waste collection in the Neighboring County/Counties identified in this Agreement. In order to act as a host local government, the Grantee is responsible for the following:

- Having an established operational hazardous waste collection center that offers hazardous waste management to households, farmers and conditionally exempt small quantity generators (CESQGs), Section 403.7265, F.S.;
- Developing and following an operational and contingency plan to ensure that waste is managed in a safe working environment to minimize the risk of injury, accidents, and spills; and that only waste generated by CESQGs, households, and farmers is accepted at the center;
- Ensuring that hazardous waste collected at the Neighboring County HHW Collection Event (Event) is delivered to either a recycling facility that operates in accordance with all applicable regulations, or a permitted treatment, storage or disposal facility; and,
- Having and using a U.S. Environmental Protection Agency (EPA) identification number when shipping waste.

The Grantee will complete the Neighboring County's Event(s) at a date to be determined, but no later than May 31, 2026. Grantee staff will travel to the Neighboring County and assist with the Event(s). The Grantee will also be responsible for: invoicing and collecting payment of twenty-five percent (25%) of collection costs from each Neighboring County in accordance with the **Interlocal Agreement(s)**, handling invoices for collection, processing and disposal, accounting for all participants, developing a spreadsheet that summarizes the total waste and electronics waste collected, and continuing and completing routine HHW Facility Operations at the Hardee County facility.

TASKS and DELIVERABLES:

Task 1: HHW in Neighboring County
Task Description: The Grantee, in accordance with the **Interlocal Agreement(s)**, is responsible for planning and conducting a hazardous waste collection event(s) in the Neighboring County/Counties identified in this Agreement. The Grantee will delegate a project manager; help publicize the Event(s) with information and the date; be on-site during the Event(s), and invoice and collect the required twenty-five percent (25%) of the total cost from the Neighboring County. Additionally, the Grantee shall be required to perform the following activities in each Neighboring County:

1. Establish a site in the Neighboring County for a mobile hazardous waste collection to be held no later than May 31, 2026.

2. Conduct an event that will offer households, farmers, and CESQGs collection and proper management of their hazardous waste including Cathode Ray Tubes in televisions (TVs), computer monitors and other consumer electronics. Unacceptable materials include white goods (stoves, refrigerators, water heaters, dryers, etc.). The service will be free for households and farmers and available at a reduced fee for CESQGs.

3. Assist the Neighboring County with advertising the event and distributing public awareness information on proper hazardous waste management to local media, schools, agricultural agents, realtor associations, civic service organizations, and to Earth911 via their website at www.Earth911.org.

4. Develop and follow an operational site-specific health and safety plan for the Event to ensure that waste is managed in a safe working environment to minimize the risk of injuries, accidents, and spills; and that only waste generated by CESQGs, farmers and households is accepted at the event.

5. Ensure that any electronics demanufacturing/recycling contractor used on a contractual or lot bid basis must meet the following minimum requirements:

    a. Large Quantity Handler of Universal Waste Notification (UW) has been completed or updated with the Department, including the Federal notification of UW Batteries accumulation or activity (not necessary for demanufacturers/recyclers that handle only TVs).

    b. Mercury-Containing Device Handler Registration completed pursuant to Chapter 62-737, F.A.C. (not necessary for demanufacturers/recyclers that handle only TVs). Handling of mercury- containing devices is not currently authorized under this Agreement. However, the Department may, at its discretion, authorize the handling of mercury-containing devices at a later date. If the handling of mercury-containing devices becomes authorized under this Agreement the Grantee will be notified, in writing, upon approval by the Department, and the Florida Annual Mercury Handler Registration will be verified.

    c. Insurance type (required) and limits (recommended):
        i. Workers Compensation - legally requiredlimits
        ii. Commercial General Liability - $1,000,000/occurrence, $2,000,000 aggregate

    d. Hold Harmless Endorsement - hold county and State harmless.

    e. Provide documentation of end markets for equipment (monitors, TVs, central processing units (CPUs), printers, phones, etc.), recovered components (chips, drives, circuit boards, batteries, etc.) and recovered materials (ferrous metal, nonferrous metal, cones, leaded glass, plastic, etc.). The list of equipment or materials for which end markets shall be documented will depend on the level of demanufacturing involved. For example, if a TV is being sold "as is" for repair, documentation of recovered components of materials will not be required. Documentation may be in the form of: (1) letters of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contract indicating scope of agreement, dates and signatures; or, (3) sworn affidavit from contractor on contractor letterhead. Such documentation shall specify the specific materials involved, time period for

which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). If materials are being exported, documentation must indicate that the materials are being bought by the importer for a reasonable, commercial value, that is, for more than a token value.

6. Reuse or recycle collected latex paints to the extent possible.

7. Have one or more Grantee staff on-site during the collection Event.

8. Administer payment to the Grantee's hazardous waste management company for the transportation and proper disposal of the hazardous waste.

9. Collect from the Neighboring County the remaining twenty-five percent (25%) of the total cost of the hazardous waste collection, unless the Grantee has made arrangements with the Neighboring County to be responsible for these expenses in the **Interlocal Agreement(s)**, and any additional funds necessary to equal the total cost of the collection should it exceed the total funding available under this Agreement.

The Neighboring County will cooperate with the Grantee to establish a site and date, and communicate with the Grantee on all information and invoicing regarding the Event. In accordance with the **Interlocal Agreement(s)** the Neighboring County is responsible for:

a. Establishing a site for its mobile hazardous waste collection to be held no later than May 31, 2026.

b. Guaranteeing funding for payment of twenty-five percent (25%) of its total collection cost to the Grantee, unless otherwise agreed upon as evidenced in the **Interlocal Agreement(s)**.

c. Providing funding for any additional costs, which exceeds the Department's maximum reimbursement for seventy-five percent (75%) of the total collection cost, with such payment due to the Grantee within a specified timeframe.

d. Establishing a local project manager with the Grantee to publicize the Event and to prepare and distribute public awareness information on proper hazardous waste management. This information shall be distributed to local media, schools, agricultural agents, local realtor associations, civic service organizations, and to Earth 911 via their website at www.Earth911.org.

e. Attending the collection and assisting the Grantee in overseeing the paperwork at the close of the collection.

Deliverables: The Grantee shall provide an Event Report to the Department that includes the date, time, and location of the Event(s); the types and amounts of waste collected; the final destination of such waste; type and number of participants served; and other information that may be requested by the Department. The Event Report shall also include details of the work completed, problems encountered and problem resolution for the required Event(s). The Grantee shall attach proof of the Event(s) in the form of newspaper coverage or advertisement of the collection with the date and title of the publication included in the clipping, and/or dated photographs of the Event(s) may also be submitted. The Event Report and all supporting documentation shall be submitted no later than sixty (60) days after the Event(s).

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement upon completion of each collection event. Payment requests shall be submitted within sixty (60) days following completion of the Event(s). The outlined documentation for the Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Performance Standard: The Department's Grant Manager will review all documentation to verify that they meet the specifications in above. Upon review and written acceptance by the Department's Grant Manager of all documentation under this Task, the Grantee may proceed with payment request submittal.

Budget: The Grantee may submit a **Payment Request Summary Form, Exhibit C,** to the Department for reimbursement of up to seventy-five percent (75%) of each Neighboring County's collection costs not to exceed the totals identified in the Budget Detail by Task/Neighboring County Table. Allowable costs include salaries/wages, Grantee staff travel to the Neighboring County's Event(s), contractual services for the hazardous waste management company, and miscellaneous/other expenses (fuel, newspaper advertisement(s), postage, copies, packaging materials, transport materials, etc.).

The **Payment Request Summary Form** must be accompanied by additional supporting documentation from the Grantee's accounting system. The Grantee will provide a listing of expenditures per deliverable, charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name.

Additional Narrative: A separate **Payment Request Summary Form**, along with all documentation, must be submitted for each Neighboring County identified in this Agreement.

Task 2: Host County Activities
Task Description: As the Host County, the Grantee may utilize up to $10,000 per Neighboring County for its hazardous waste center activities and/or upgrades. Eligible Host County activities are limited to:

- Quarterly HHW collection events to be held within the Grantee's county;
- Hazardous waste collection operational costs;
- Hazardous waste management and disposal costs from the Grantee's own program, including advertising collection events information;
- Small quantity generator annual verification program costs;
- Educational and promotion costs for information about prevention and proper management of HHW; and,
- Funding to share in each Neighboring County's collection commitment.

Eligibility for reimbursement shall be limited to those activities performed on or after July 1, 2025 through June 30, 2026. Program-specific restriction: The Grantee cannot use any of the Host County activities allocation budgeted under this Task for reimbursement of its seventy-five (75%) share, as the Host County, for conducting Events in Neighboring Counties, as described under Task# 1.

Deliverables: The Grantee shall provide documentation of each hazardous waste center activity in the form of a list and description of grant expenditures and copies of paid invoices. Dated digital photographs of supplies may also be submitted. A Final Report will be due no later than July 20, 2026 and should include a summary and description of the household hazardous waste collection events, activities and final results completed under this Agreement. In an effort to conserve and recycle natural resources, the Grantee shall submit the Final Report and **Payment Request Summary Form(s)** generated under this Agreement electronically or on recycled paper (as required by Section 403.7065, F.S.), double-sided copies preferred.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined documentation for the Deliverable(s) must have been submitted, no later than twenty (20) calendar days following the end of the quarter and accepted in writing by the Department's Grant Manager prior to payment request submittal.

Performance Standard: The Department's Grant Manager will review the documentation to verify that they meet the specifications in above. Upon review and written acceptance by the Department's Grant Manager of all documentation under this Task, the Grantee may proceed with payment request submittal.

Budget: Total allowable costs for this Task are not to exceed $10,000.00 for the collection, processing and disposal of HHW for the Grantee's Host County activities.

Additional Narrative: The Department reserves the right to propose that the Grantee utilize expenditure categories other than those identified in this Grant Work Plan. Such proposals must be conducted and completed in accordance with paragraph 3.D. of this Agreement, prior to the Grantee using expenditure categories not already identified in this Grant Work Plan.

PROJECT TIMELINE: The Tasks must be completed by the end of each Task timeline and all deliverables must be received by the designated due date.

Task No.	Task Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	HHW Collection in Neighboring County	7/1/2025	5/31/2026	Within sixty (60) days following completion of each event.
2	Host County Activities	7/1/2025	6/30/2026	Quarterly, within twenty (20) days of the end of each quarter and prior to each payment request. The Final Report will be due no later than 7/20/26.

BUDGET DETAIL BY TASK/NEIGHBORING COUNTY:

Task No.	Neighboring County	Budget Category	Budget Amount
1	Glades County	Salaries/Wages	$700.40
		Travel	$48.00
		Miscellaneous/Other Expenses	$1,451.60
		Contractual Services (Subcontractors)	$4,300.00
		Total for Neighboring County	**$6,500.00**
		Total for Task:	**$6,500.00**
2		**Budget Category**	**Amount**
		Contractual Services (Subcontractors)	$10,000.00
		Total for Task:	**$10,000.00**

SALARIES/WAGES BY TASK: Cost reimbursable hourly and fringe rate(s) by position may not exceed those indicated below.

Task No.	Neighboring County	Position Classification	Rate/Hour	Overtime Rate
1	Glades County	Administrative Assistant	$24.35	$36.53
		Equipment Operator	$29.35	$44.03
		Truck Driver	$27.29	$40.94

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, $16,500.00
Salaries/Wages Total	$700.40
Contractual Services (Subcontractor) Total	$14,300.00
Miscellaneous/Other Expenses Total	$1,451.60
Travel	$48.00
Total:	**$16,500.00**

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

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

PART II: STATE FUNDED

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

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

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

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

By Mail:

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	DEP	2025-26	37.007	Household Hazardous Waste Co-op Grants	$16,500.00	050840
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$16,500.00	

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

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

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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENS
FOR THE HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION CENTER GRANT PROGRAM

ATTACHMENT 6

1. Definitions:

a. "Host County" is a unit of local government to provide financial assistance for the hazardous waste cooperative collection center with the Neighboring Counties. The terms "Grantee," "Recipient," and "Host County" are used interchangeably in this Agreement.

b. "Neighboring Counties" are the counties set forth in the interlocal agreements, attached as Composite Attachment 9.

2. Interlocal Agreements, attached as Composite Attachment 9, are incorporated into this Agreement. Any terms and conditions in the Grant Work Plan that vary from the Interlocal Agreements are superseded by the Interlocal Agreements.

3. The following modifies paragraph 2.a. Attachment 1, Standard Terms and Conditions:

   Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

   i. Attachment 9
   ii. Attachments other than Attachment 1 and 9, in numerical order as designated in the Standard Grant Agreement
   iii. Standard Grant Agreement
   iv. Attachment 1, Standard Terms and Conditions
   v. The Exhibits in the order designated in the Standard Grant Agreement

4. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any Agreement activity that may fall under applicable federal, state or local laws.

5. The following modifies paragraph 4. Attachment 2, Special Terms and Conditions:
   The maximum amount of cost reimbursement shall be:

a. Up to seventy-five percent (75%) of each Neighboring County's collection cost. This amount must not exceed the lesser of the amounts established per Neighboring County in Attachment 2 up to a maximum $25,000 per Neighboring County.

INTERLOCAL AGREEMENT BETWEEN HARDEE COUNTY AND GLADES COUNTY FOR THE REQUEST AND COOPERATIVE COLLECTION CENTER ARRANGEMENT GRANT

12-15-12 PG 3:17 RCVD

WHEREAS, the State of Florida has adopted the 1998 Solid Waste Manage Act which prohibits disposal of hazardous waste into municipal and sanitary landfills; and

WHEREAS, the State of Florida recognizes the need for local governments to administer hazardous waste collections to provide opportunities to its citizens for proper hazardous waste management; and

WHEREAS, the Host County and Neighboring County have determined that a joint and cooperative effort is a viable approach to the proper and cost effective management of the Neighboring County's hazardous waste stream; and

WHEREAS, the Host County and Neighboring County have developed a joint grant request, endorsed by both Boards of County Commissioners and approve the request by Interlocal Agreement;

Now, therefore in consideration of the mutual benefits to each other, the Host County and Neighboring County agree as follows:

Section 1. Term

The term of this agreement shall be in effect from the date set forth above until the Florida Department of Environmental Protection discontinues the appropriation of funding or by consent of either Host or Neighboring County.

Section 2. Mutual Covenants

The Host County and Neighboring County agree to the following:

A. That the grant request is made jointly on behalf of both counties and is hereby approved by both counties to be submitted to the Florida Department of Environmental Protection by the Host County.

B. To faithfully pursue the intent and purpose of the Cooperative Collection Center Agreement Grant.

C. To conduct the Neighboring County hazardous waste collection and all associated business in strict accordance with all applicable laws, regulations and grant rules as set forth by the Florida Department of Environmental Protection, and use the grant funds solely for purposes authorized.

D. That the Neighboring County's collection will be held after execution of a contract with the Florida Department of Environmental Protection for funding and no later than _____ of each year.

Section 3. Responsibilities of the Host County

Responsibilities of the Host County are as follows:

A. The Host County must have established an operational hazardous waste collection center and must have a licensed, insured private hazardous waste management company under contract, hereinafter referred to as "Contractor", that will be responsible for collecting hazardous waste and assuring the delivery of that waste to approved recycling, storage, treatment or disposal facility.

B. Host County shall:
   1. Delegate a project manager to work with Neighboring County government to establish a site in the Neighboring County for a mobile hazardous waste collection. The hazardous waste collection will be free to the Neighboring County households and will be offered at a reduced fee to conditionally exempt small quantity generators for the collection and proper management of their waste.
   2. Help publicize the upcoming Neighboring County collection by providing the media in the Host County and Neighboring County with collection information.
   3. Be on site during the Neighboring County collection.
   4. Provide the Neighboring County with copies of all paperwork from its Contractor associated with the Neighboring County's collection, including the Contractor's final invoice for services and hazardous waste shipping manifest forms.
   5. Invoice and collect from the Neighboring County 25% of the total cost of the hazardous waste collection and any additional funds necessary to equal the costs of the collection which exceeds the $10,000 maximum reimbursement grant (75%).
   6. Pay its Contractor for the Neighboring County's Collection.

C. The Host County may, upon completion of the Neighboring County's hazardous waste collection, request payment of the $10,000 grant for acting as the host local government under a Cooperative Collection Center Agreement and submit an invoice to the Department for reimbursement of 75% of the Neighboring County's collection, not to exceed $10,000.

Section 4. Responsibilities of the Neighboring County

Responsibilities of the Neighboring County are as follows:

A. The Neighboring County shall:

1. Establish a site for its mobile hazardous waste collection that is acceptable to the contractor under contract to the Host County.

2. Work with the Host County to choose a mutually convenient date for the collection

3. Guarantee funding to the Host County for payment of 25% of its collection cost.

4. Provide funding for additional collection costs incurred which exceed the $10,000 maximum reimbursement grant (75%) and pay the Host County within thirty (30) working days after receiving an invoice from the Host County with documentation of total collection costs.

5. Designate a local project manager to work with the Host County to prepare and distribute public awareness information on proper hazardous waste management and publicize the collection day, this information will be distributed to the local media, schools, agriculture agents and civic and service organizations.

6. Attend the collection and assist the Host County in overseeing paperwork at the close of the collection.

7. Provide the hazardous waste management company under contract with the Host County the names and addresses of regulated small quantity generators of hazardous waste in its county.

8. Work with the Host County to advertise, promote and organize a "milk run" collection route services for regulated small county quantity generators in order to obtain a reduced fee for proper disposal of their hazardous wastes at a permitted facility.

Section 5 Default and Termination

The failure of any party to comply with the provisions of this Agreement shall place that party in default. Prior to terminating the Agreement with respect to the defaulting party, the non-defaulting party shall notify the defaulting party and all other parties in writing. Notification shall make specific reference to the provision which gave rise to the default and shall specify a reasonable period of time the defaulting party has to cure the default.

In the event said default is not cured within the time provided, the Agreement with respect to the defaulting party may be terminated. The failure of any party to exercise this right shall not be considered a waiver of such right in the event of any further default or non-compliance. In the event of termination, the defaulting party shall return any unexpected grant funds and shall comply with any requirements the Florida Department of Environmental Protection may impose.

Section 6. Modification

This agreement may be modified at any time by mutual written consent of the parties and by permission of the Florida Department of Environmental Protection, is such is required.

Section 7. Indemnification

Subject to the provision of Section 788.28 F.S. each County agrees to indemnify, save and hold harmless all other party members from any and all liabilities, claims or damages of any kind which are or may be imposed for any of its negligent acts or omissions or the negligent acts or commissions of its officers, employees or agents arising out of or pursuant to the Agreement and/or the hazardous waste management program for which these grant funds are sought.

Section 8 Recording

Each County, upon execution of this Agreement, will record a copy of this Agreement in its public records and send a copy to the Florida Department of Environmental Protection.

IN WITNESS WHEREOF, the Board of County Commissioners of Glades County, Florida and the Board of County Commissioners of Hardee County, Florida have caused this Agreement to be executed as of the date first above written.

CIRCUIT COURT CLERK GLADES COUNTY, FLORIDA

ATTEST:

Joe Flint, Clerk

BOARD OF COUNTY COMMISSIONERS
GLADES COUNTY, FLORIDA

K. S. "Butch" Jones, Chairman

BOARD OF COUNTY COMMISSIONERS SEAL GLADES COUNTY, FLORIDA

(SEAL)

Approved as to Form and Correctness:

Richard Pringle, County Attorney

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

Minor Bryant, Chairman

ATTEST:

(SEAL)

Clerk of Court **B. HUGH BRADLEY, EX-OFFICIO**
TO THE BOARD OF COUNTY COMMISSIONERS
TWO (2) OF (2) TWO
10/16 /2012

Approved as to Form and Correctness:

County Attorney

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	**HW602**		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. HW602 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: ___HW602___ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	**$ N/A**	**$**	**$N/A**	**$N/A**
Fringe Benefits	**$ N/A**	**$**	**$N/A**	**$N/A**
Indirect Cost	**$ N/A**	**$**	**$N/A**	**$N/A**
Contractual (Subcontractors)	**$**	**$**	**$N/A**	**$N/A**
Travel	**$ N/A**	**$**	**$N/A**	**$N/A**
Equipment (Direct Purchases)	**$ N/A**	**$**	**$N/A**	**$N/A**
Rental/Lease of Equipment	**$ N/A**	**$**	**$N/A**	**$N/A**
Miscellaneous/Other Expenses	**$ N/A**	**$**	**$N/A**	**$N/A**
Land Acquisition	**$ N/A**	**$**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$N/A**	**$N/A**
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	**$**		**$N/A**	
Less Total Cumulative Payment Requests of:	**$**		**$N/A**	
TOTAL REMAINING IN TASK	**$**		**$N/A**	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

-REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project as described in Attachment 3 of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT"* line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.
Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

AGENDA ITEM NO. 4.P

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	July 14, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda
AGENDA SECTION:	**BUSINESS AGENDA**
SUBJECT:	**Lorie Ayers, General Services Director -** State Housing Initiatives Partnership Program (SHIP)
SUGGESTED ACTION:	

ATTACHMENTS:
Revised Memo.pdf
Housing Presentation 2025.pptx

Hardee County FLORIDA

GRANTS MANAGEMENT

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIRMAN, DISTRICT 4

NOEY FLORES
VICE CHAIR, DISTRICT 2

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 3

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Housing Presentation

Date: July 17th, 2025

2025 Housing Presentation and outlines proposed changes to local regulations concerning modular, manufactured, and mobile homes. These changes aim to increase housing affordability, promote development flexibility, and ensure consistency with evolving state housing policies and community needs.

If there is consensus to move forward with the inclusion of modular, manufactured, and mobile homes, staff will revise and present the SHIP LHAP for formal approval.

Big Style, Small Cost

Hardee County Affordable Housing



This Photo by Unknown Author is licensed under CC BY-SA

SHIP Housing Program

In the past two years, seven homes have been demolished and rebuilt with the assistance of our approved Contractors and local non-profit organization, SendMeMissions, as a result of Hurricane Ian's







SHIP
housing a stronger Florida









Even More Homes Are Needed For Our Growing Population



What is the difference between a mobile home, manufactured home, and a modular home?

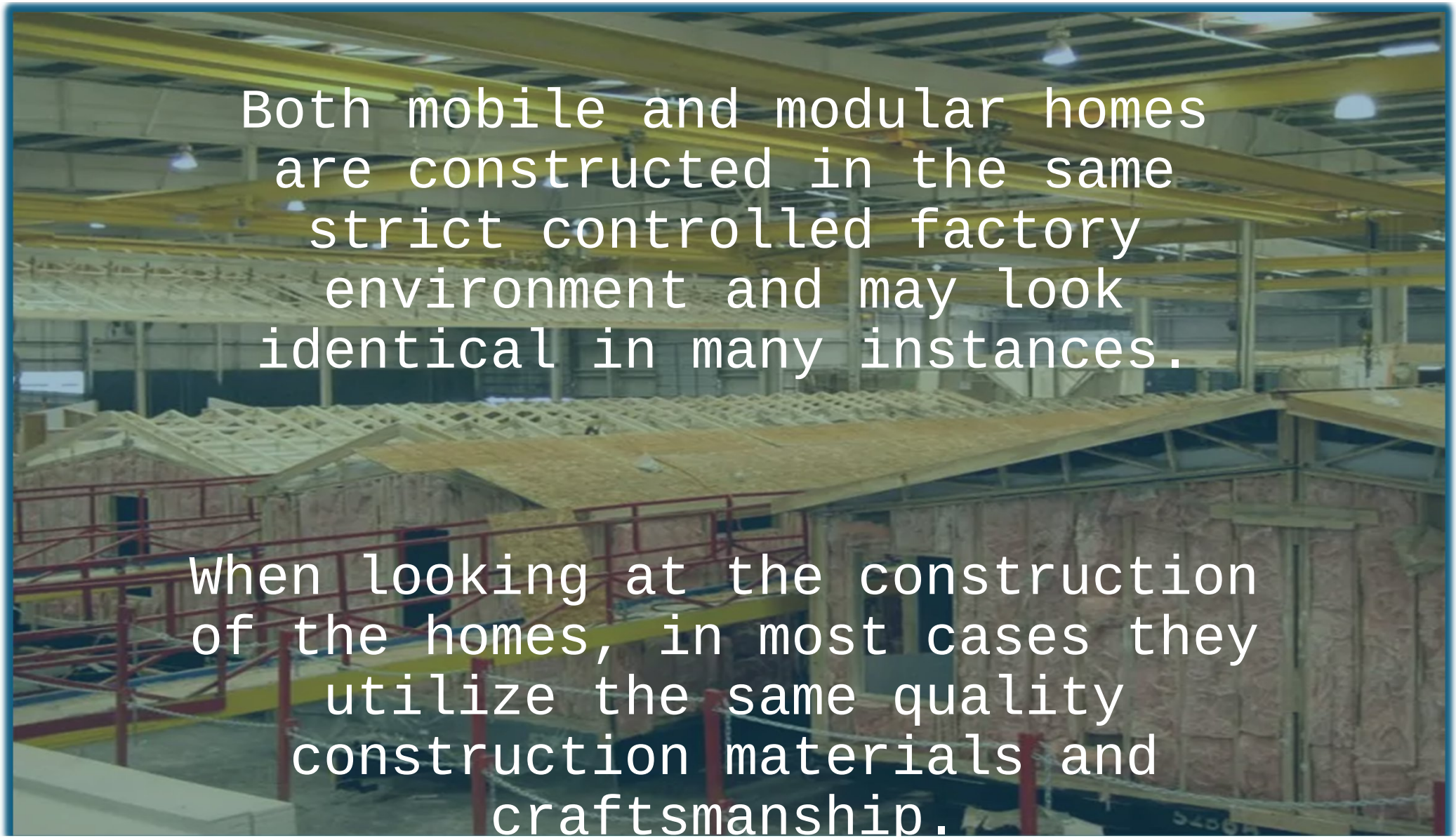




Mobile and Manufactured Homes generally require specialized insurance policies due to their construction, transportability, and unique risks.

Modular Homes, however, are insured similarly to traditional site-build homes because they adhere to local building codes and are




Both mobile and modular homes are constructed in the same strict controlled factory environment and may look identical in many instances.
When looking at the construction of the homes, in most cases they utilize the same quality construction materials and craftsmanship.

A Mobile or Manufactured Home is built to comply with the National Manufactured Home Construction and Safety Standards (HUD Code).





A Modular Home in Florida is built in accordance with the Florida State Building Codes (DCA Code).





Mobile Home Pros

- More affordable
- Lower maintenance costs due to smaller size and simpler systems
- Easily moved
- Energy efficient features leading to lower utility costs
- Fewer property taxes and fees



Manufactured Homes Pros

- Built to HUD code
- Faster Construction (homes are built in a factory and taken to site)
- More affordable (lower labor cost and less waste materials)
- Eco Friendly
- Energy Efficient
- High Safety

Modular Home Pros

- Faster Construction (homes are built in a factory and taken to site)
- More affordable (lower labor cost and less waste materials)
- Energy Efficient (incorporates features like high quality insulation and energy efficient windows)
- Environmentally friendly (reduces waste and construction related noise and air pollution)



Local Housing Assistance Plan Strategies

- PURCHASE ASSISTANCE
- REHABILITATION
- DEMOLITION / RECONSTRUCTION



PURCHASE ASSISTANCE

Income Category: Very Low, Low & Moderate

Maximum Award:
$25,000- Very Low & Low Income Households
$20,000- Moderate Income Households

Strategy assists first time homebuyers with down payment and closing cost to purchase a single-family site-built home (not mobile homes) for an applicant that obtains a first mortgage with State Certified Lending Institution.





REHABILITATION

Income Category: Very Low and Low

Maximum Award: Up to $70,000

Strategy will provide funds for substantial repairs including correcting housing and building code violations, conversions for accessibility as necessary, corrections of health and safety issues.

Terms: 10-Year Forgivable Deferred Loan



DEMOLITION/RECONSTRUCTION

Income Category: Very Low and Low

Maximum Award: Up to $180,000

Strategy will provide funds for demolition and replacement to eligible applicants whose home needs more than $70,000 for rehabilitation. The home will be constructed on the same property. Homes destroyed by fire, or another catastrophic event will also be assisted under this strategy. Mobile and manufactured homes will be removed from the site and replaced with a site-built home. Under current policy, no owner-occupied dwelling will be subject to condemnation from program determinations. Only those dwellings occupied by



FOR CONSIDERATION

Local Housing Assistance Plan Strategies

to Include the Addition of

- Modular Home
- Manufactured Home
- Mobile Home

Florida Housing

- SHIP (State Housing Initiatives Partnership) funds may be used to assist mobile homes or manufactured housing units that were constructed after June 1994. However, no more than 20% of the total SHIP allocation may be expended on this activity.
- For site-built and modular homes, Florida Housing follows the Florida Building Code, which governs both types of housing under the same standards.

USDA Rural Development
U.S. DEPARTMENT OF AGRICULTURE

Implementation of the Manufactured Housing Provisions Final Rule

The Single-Family Housing Guaranteed Loan Program (SFHGLP) published a Final Rule on January 3, 2025 with a correction published on March 4, 2025, making existing manufactured homes, which meet specific criteria, eligible for financing. In addition, the Final Rule reduces regulatory burdens related to manufactured housing requirements and provides flexibilities for energy efficient manufactured and modular homes located in land lease communities operating on a non-profit basis.

The Final Rule became effective on May 5, 2025.

https://www.rd.usda.gov/programs-services/single-family-housing-programs

Email: RD.HD@USDA.GOV

FOR CONSIDERATION

PURCHASE ASSISTANCE

Income Category: Very Low, Low & Moderate

Maximum Award:
$25,000- Very Low & Low Income Households
$20,000- Moderate Income Households

Strategy assists first time homebuyers with down payment and closing cost to purchase a single-family site-built home OR modular, manufactured or mobile home for an applicant that obtains a first mortgage with State Certified Lending Institution.



Terms: 10 Year Forgivable Deferred Loan

DEMOLITION/RECONSTRUCTION

Income Category: Very Low and Low

Maximum Award: Up to $180,000

Strategy will provide funds for demolition and replacement to eligible applicants whose home needs more than $70,000 for rehabilitation. The home will be constructed on the same property. Homes destroyed by fire, or another catastrophic event will also be assisted under this strategy. Mobile and manufactured homes will be removed from the site and replaced with a site-built home OR modular, manufactured or mobile home. Under current policy, no owner-occupied dwelling will be subject to condemnation from program determinations. Only those dwellings occupied by eligible homeowners wishing to participate with this

Please let us know your thoughts.