Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

May 7, 2026, at 8:30 AM

COMMISSION 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 Allen
Assistant County Manager Doug Baber
Assistant County Manager Christopher Simpron
Administrative Services Manager Holly Smith
Executive Assistant Brandy Crawford
Deputy Clerk Laura Barker
Deputy Clerk Jessica Santibanez
Deputy Clerk Joley Pleger

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

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

2. CALL TO ORDER

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

4. MINUTES FOR APPROVAL

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

6. PROCLAMATIONS

A. **Tom Pugh, APWA FL Chapter President** - National Public Works Week Proclamation

- Motion to approve the proclamation declaring May 17-23, 2026, as National Public Works Week in Hardee County.

B. **Kim Heintz & Brad Stoll, Nu-Hope Elder Care Services, Inc.** - Older American's Month Proclamation

- Motion to approve the proclamation declaring May 2026 as Older Americans Month in Hardee County.

C. **Maria Magowan, Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc** - National Home Visiting Proclamation

- Motion to approve the National Home Visiting Proclamation.

D. **Pastor Wendell Smtih, Faith Temple Church of God -** National Day of Prayer Proclamation

- Motion to approve the Proclamation declaring May 7, 2026, as National Day of Prayer in Hardee County.

7. CONSENT AGENDA

Motion to approve the Consent Agenda Items A-D as presented.

A. Motion to approve the submission and acceptance of the Florida Department of Environmental Protection Small County Consolidated Solid Waste Management grant application in the amount of $93,750.50; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

B. Motion to approve amendment two to agreement number HL281 with the Florida Department of Commerce for the Pioneer Park Infrastructure, to extend the expiration date to June 30, 2027; and authorizing the County Manager or Chair to sign any necessary documents in further thereof.

C. Motion to approve the capital budget amendments as presented.

D. Motion to approve Resolution 2026-20, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2025-2026 budget; providing for authorization and for an effective date.

8. PRESENTATIONS

A. **President Hawkins, South Florida State College** - Economic Impact Study to the Regional Economy

B. **Sarah Evers & Krystin Chapman, The Development Group** - Quarterly Report

9. BUSINESS AGENDA - Quasi-Judicial Items:

10. BUSINESS AGENDA - Ordinances:

11. BUSINESS AGENDA - Action Items:

A. **LaTasha Cohen, Central Florida Behavioral Health Network** - 2026-2029 MOU

- Motion to approve the 2026-2029 Memorandum of Understanding between the County and Polk and Highlands Counties to establish a shared transportation plan to meet the requirements of Florida Statute Section 394.462; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

B. **Christopher Simpron, Assistant County Manager -** Deductive Change Order 1 for ITB 25-008

- Motion to approve deductive change order number 1 with Cobb Site Development, LLC for

ITB number 25-008; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

C. **Commissioner Chancey, TDC Chair & Lacey Webb, Parks, Recreation & Marketing Manager -** Tourist Development Tax Referendum Increase

- Board discretion.

D. **Ashley Derringer, Utilities Superintendent & Bobby Keene, Capital Projects Manager** - Capacity Fee Discussion

- Board Discretion

12. APPOINTMENTS

13. COUNTY MANAGER NON-CONSENT

- Distribution of Resthaven survey information
- Confirm date, time and location for Resthaven presentation by CFRPC
- Path forward continued

14. COUNTY ATTORNEY

15. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

16. REMINDERS

- May 9, 2026 - All Hazards Expo from 9 am - 1 pm (Agri-Civic Center)
- May 12, 2026 - TDC Meeting at 8:30 am
- May 15, 2026 - Public Works Roadeo & Touch A Truck Event 8:30 -11:00 am (Cattlemens Arena)
- May 19, 2026 - IDA Meeting at 8:30 am
- May 21, 2026 - BOCC Meeting at 8:30 am

17. ADJOURNMENT

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 7, 2026

SUBMITTED BY: Brandy Crawford, Capital Projects

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Tom Pugh, APWA FL Chapter President** - National Public Works Week Proclamation

SUGGESTED ACTION:

- Motion to approve the proclamation declaring May 17-23, 2026, as National Public Works Week in Hardee County.

ATTACHMENTS:

Proclamation - National Public Works Week.docx

Hardee County
FLORIDA

National Public Works Week
PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Hardee County; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Hardee County to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** hereby designate the week of May 17-23, 2026, as **"National Public Works Week".** We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees, and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

ADOPTED AND PASSED, this 7th day of May in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 6.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 7, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Kim Heintz & Brad Stoll, Nu-Hope Elder Care Services, Inc.** - Older American's Month Proclamation

SUGGESTED ACTION:

- Motion to approve the proclamation declaring May 2026 as Older Americans Month in Hardee County.

ATTACHMENTS:

Proclamation - Older Americans Month.docx

Hardee County
FLORIDA

Older Americans Month
PROCLAMATION

WHEREAS, Hardee County is committed to helping all individuals live longer, healthier lives in the community of their choice for as long as possible and maintaining a quality of life complete with dignity, choice and respect; and,

WHEREAS, The Federal Older Americans Act, the Florida State Administrative Code and the Florida Statutes recognize the need to address elder needs and aging issues through partnerships at the federal, state and local level; and,

WHEREAS, Hardee County recognizes the importance of supporting the efforts of those who make it possible for older adults to remain independent and vital members of our community; and,

WHEREAS, NU-HOPE Elder Care Services is a 501(c)(3) nonprofit organization dedicated to enhancing the independence and will-being of seniors and preventing or delaying nursing home placement; and is recognized by the Florida Department of Elder Affairs as the Lead Agency for Hardee County; and,

WHEREAS, May is officially recognized nationwide as the month dedicated to honoring and supporting our oldest residents.

NOW, THEREFORE,BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** do hereby recognize May 2026 as **"Older Americans Month"** and NU-HOPE Elder Care Services, Inc. for its dedication to promoting the independence and well-being of our community's older residents. We urge every resident to take time this month to join us and honor older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

ADOPTED AND PASSED, this 7th day of May in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 6.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 7, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Maria Magowan, Healthy Start Coalition of Hardee, Highlands & Polk Counties, Inc** - National Home Visiting Proclamation

SUGGESTED ACTION:

- Motion to approve the National Home Visiting Proclamation.

ATTACHMENTS:

Proclamation - National Home Visiting Week.docx

Hardee County
FLORIDA

National Home Visiting
PROCLAMATION

WHEREAS, the early childhood years are the most active period for the developing brain and a stable, secure relationship with a nurturing, caring adult is a key factor in the development of young children; and,

WHEREAS, many parents being the difficult lifetime job of raising a child feeling unprepared for the challenges ahead and children have a better, healthier start when parents have the support and skills needed to raise them; and,

WHEREAS, home visiting can include a variety of different programs and models, including early childhood home visiting programs and parenting education programs; and,

WHEREAS, home visiting programs such as Healthy Start, Parents As Teachers, Team Dad, Healthy Families, and Doula Project help parents meet the unique needs of their children, promote healthy development, strengthen family relationships, reduce the risk of abuse and neglect, and promote equity by providing resources to families who are furthest from opportunity; and,

WHEREAS, well-trained professionals implement early childhood home visitation so that all families have the opportunity to access information in ways that respect their unique beliefs, traditions, and customs; and

NOW, THEREFORE,BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** do hereby recognize the **"National Home Visiting Proclamation"** and urges individuals and organizations across our county to utilize home visiting resources as needed to support the health and well-being of our children and families.

ADOPTED AND PASSED, this 7th day of May in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 6.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 7, 2026

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Proclamation

AGENDA SECTION: **PROCLAMATIONS**

SUBJECT: **Pastor Wendell Smtih, Faith Temple Church of God -** National Day of Prayer Proclamation

SUGGESTED ACTION:

- Motion to approve the Proclamation declaring May 7, 2026, as National Day of Prayer in Hardee County.

ATTACHMENTS:

Proclamation - National Day of Prayer.docx

Hardee County
FLORIDA

National Day of Prayer
PROCLAMATION

WHEREAS, throughout the history of America we have poured out prayers to the God of hope; in times of crisis and celebration, in prosperity and need, in times of war and peace we have poured out praise to God for all He is, thanks to God for all He has done, confession and please for forgiveness when we have parted from His Word and will, and poured out intercession asking for His heart and hand to move for the sake of our neighbors and nation, and our history is filled with His grace, goodness, and abundant answers to those prayers; and,

WHEREAS, from the first prayer of our Continental Congress in 1774, to the opening of every session of the House of Representatives and Senate, and throughout hearts and homes across America, the practice of prayer continues to seek God for guidance, wisdom, power, protection, and provision that has preserved hope and united us as one nation under God; and,

WHEREAS, the National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and,

WHEREAS, in our state and across American the observance of the National Day of Prayer will be held on Thursday, May 7, 2026, with the theme, "Glorify God Among The Nations, Seeking Him In All Generations" based on the verse in I Chronicles 16:24 "Tell of His glory among the nations, His wonderful deeds among all the people."

NOW, THEREFORE, BE IT RESOLVED, that the **BOARD OF COUNTY COMMISSIONERS of HARDEE COUNTY,** do hereby proclaim May 7, 2026, as **"National Day of Prayer"** throughout Hardee County. We encourage citizens to pour out prayers for our County and neighbors as we live, serve, work and learn together; that we may be filled with joy, peace and abound in hope.

ADOPTED AND PASSED, this 7th day of May in the year 2026, by the Board of County Commissioners of Hardee County, Florida.

_____
Noey Flores, Chair

AGENDA ITEM NO. 7.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve the submission and acceptance of the Florida Department of Environmental Protection Small County Consolidated Solid Waste Management grant application in the amount of $93,750.50; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - FY26-27 Application SW.pdf
Grant Application.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
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: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: Solid Waste Management Grant Application

Date: May 7, 2026

The Hardee County Grants Management Department has received a grant application on behalf of the Hardee County Board of County Commissioners (BOCC) from the Florida Department of Environmental Protection for the Hardee County Small County Consolidated Solid Waste Management Grant for Fiscal Year 2026–2027 funding.

The total funding amount is not to exceed $93,750.50, and no cash match is required.

These funds will be used to support annual program operating costs, facility maintenance, planning activities, employee and public education, and recycling demonstration projects.

Staff requests approval to submit the grant application.

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Small County Consolidated Solid Waste Management Grant Application
Effective Date: December 17, 2013
Incorporated in Rule: 62-716.500(2), F.A.C.

Small County Consolidated Solid Waste Management Grant Application

1. Name of County Hardee County

2. Address of County 412 W. Orange Street Wauchula Fl 33873 Suite 201

3. Federal Employer Identification Number 59 - 6000632

4. Name and Title of Contact Person (person handling program on a daily basis)
Name Martha Felix Title Grants Manager

5. Address of Contact Person 412 W. Orange Street Wauchula Fl 33873 Suite 201

6. Telephone Number of Contact Person (863) 773-6349

7. Population of County 26,068

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

x a. Purchasing or repairing solid waste scales

x b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)

x c. Planning

____ d. Construction of solid waste facilities

x e. Maintenance of solid waste facilities

x f. Education for employees or public

x g. Recycling demonstration projects

9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.

10. Name and Title of Authorized Representative
Name Martha Felix Title Grants Manager

11. This application is due by July 1, of each year.

12. E-Mail Address of Contact person grants@hardeecountyfl.gov

13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Hardee County
13B. Address of County (as it appears in M.F.M.P.) 412 West Orange Street Wauchula FL 33873

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES __ NO_x_
If your county is self-insured, **we must have a written statement** from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.

Martha Felix
Martha Felix (Mar 31, 2026 16:03:26 EDT)

Signature of Authorized Representative

03/31/2026

Date

NOTE: This form may be submitted electronically to waste.grants@dep.state.fl.us or by mail to Financial Management and Procurement, MS 4500, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

SCCW 26-27 Application

Final Audit Report 2026-03-31

Created:	2026-03-31
By:	Courtney Barringer (courtney.barringer@hardeecounty.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu017WU2Fe50I1FNJDuSprjGa0ig1-gNZ

"SCCW 26-27 Application" History

Document created by Courtney Barringer (courtney.barringer@hardeecounty.net)
2026-03-31 - 7:28:18 PM GMT

Document emailed to Martha Felix (martha.felix@hardeecountyfl.gov) for signature
2026-03-31 - 7:29:09 PM GMT

Email viewed by Martha Felix (martha.felix@hardeecountyfl.gov)
2026-03-31 - 7:29:13 PM GMT

Document e-signed by Martha Felix (martha.felix@hardeecountyfl.gov)
Signature Date: 2026-03-31 - 8:03:26 PM GMT - Time Source: server

Agreement completed.
2026-03-31 - 8:03:26 PM GMT

AGENDA ITEM NO. 7.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve amendment two to agreement number HL281 with the Florida Department of Commerce for the Pioneer Park Infrastructure, to extend the expiration date to June 30, 2027; and authorizing the County Manager or Chair to sign any necessary documents in further thereof.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - HL281 MOD.pdf
HL281_A2.pdf

BOARD OF COUNTY COMMISSIONERS

NOEY FLORES
CHAIR, DISTRICT 2

TIM WELLS
VICE CHAIR, DISTRICT 1

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
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: Doug Baber, Assistant County Manager

From: Martha Felix, Grants Manager

Subject: Florida Commerce-Pioneer Park HL281

Date: May 7, 2026

The Hardee County Grants Management Department has received an agreement modification to grant agreement HL281 for the Pioneer Park Infrastructure on behalf of the Hardee County BOCC from the Florida Department of Commerce.

The original agreement is set to expire on 6/30/2026, the contract renewal extends the agreement to 6/30/2027. The total agreement amount of $1,000,000.00 has not changed.

Staff requests approval of modification to grant agreement HL281.

Docusign Envelope ID: 7E014C1A-0B2F-490A-967F-F7A02BFA5426

AMENDMENT TWO
TO AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF COMMERCE
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

On **January 14, 2025,** the State of Florida, Department of Commerce, ("Commerce") and Hardee County Board of County Commissioners ("Grantee"), entered into Grant **Agreement HL281** ("Agreement"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D., MODIFICATION, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenant and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section A, **AGREEMENT PERIOD**, of the Agreement is hereby deleted in its entirety and replaced with the following:

   This Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) **June 30, 2027** (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period".

2. Sections DD, EE, and FF, are hereby added to the Agreement as follows:

   DD. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

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

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

   EE. FOREIGN INFLUENCE

   In accordance with section 286.101, F.S., if this Contract has a value of $100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The

Docusign Envelope ID: 7E014C1A-0B2F-490A-967F-F7A02BFA5426

disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

FF. HUMAN TRAFFICKING

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

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

3. Attachment 2, Audit Requirements, is hereby deleted in its entirety and replaced with the revised Attachment 2, Audit Requirements attached hereto.

4. Attachment 3, Audit Compliance Certification, is hereby deleted in its entirety and replaced with the revised Attachment 3, Audit Compliance Certification attached hereto.

5. All other terms and conditions shall remain in effect.

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IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of **Agreement HL281** as amended. This Amendment is effective on the date the last Party signs this Amendment.

FLORIDA DEPARTMENT OF COMMERCE	**HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS**
_____	_____
Signature	Signature
J. Alex Kelly	Noey Flores
Secretary	**Chairman**
_____	_____
Date	Date

Approved as to form and legal sufficiency,
Subject only to full and proper execution by
The Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

Docusign Envelope ID: 7E014C1A-0B2F-490A-967F-F7A02BFA5426

Attachment 2

AUDIT REQUIREMENTS

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

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

AUDITS.

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

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

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

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

Docusign Envelope ID: 7E014C1A-0B2F-490A-967F-F7A02BFA5426

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

PART III: OTHER AUDIT REQUIREMENTS.

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

"N/A"

PART IV: REPORT SUBMISSION.

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

   a. Commerce at each of the following addresses:

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

   or

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

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

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

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

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

Docusign Envelope ID: 7E014C1A-0B2F-490A-967F-F7A02BFA5426

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

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

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

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

AGENDA ITEM NO. 7.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: May 7, 2026

SUBMITTED BY: Brandy Crawford, Budget and Finance

ITEM TYPE: Consent Agenda

AGENDA SECTION: **CONSENT AGENDA**

SUBJECT: Motion to approve the capital budget amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amend cap 05.07.26.pdf
Cap Amend 5.7.26.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Capital Amendments

Date: April 6, 2026

There are several amendments today to adjust grant balances to bring into the FY26 budget.

The first amendment regarding the SCOP/SCRAP grant regarding CR663 for paving from the Desoto line to CR 665. We are reducing the grant amount and the respective capital expense line by $787,216.48.

The next amendment is regarding the SCOP grant and associated capital expense line regarding paving CR663 from Goosepond to SR 64. We are reducing this grant balance by $1,202,989.52.

The next SCOP grant is regarding ten-mile grade. We are increasing this grant forward amount and associated capital expense amount by $453,115.50.

The next SCRAP grant is regarding Old Town Creek. We are increasing this grant forward amount and the respective capital expense line by $36,170.85.

The next SCRAP grant is regarding Martin Luther King. We are reducing the grant forward amount by $105,596.65.

Staff recommends approval of these amendments,

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
VICE-CHAIR, DISTRICT 1

NOEY FLORES
CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
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

CAPITAL BUDGET AMENDMENTS
2025-2026

5/7/2026

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
102-334-490-25	SCOP SCRAP GRANT CR663 445070	$ 1,000,000.00	$ 1,000,000.00		$ 787,216.48	$ 212,783.52	To adjust grant balances to bring into FY26
102-541-363-35	CR663 CP DESOTO TO CR 665	$ 1,000,000.00	$ 1,000,000.00		$ 787,216.48	$ 212,783.52	
102-331-490-03	SCOP GRANT CR 663 445065	$ 1,500,000.00	$ 1,500,000.00		$ 1,202,989.52	$ 297,010.48	
102-541-363-36	CR663 CP GOOSEPOND TO SR 64	$ 1,500,000.00	$ 1,500,000.00		$ 1,202,989.52	$ 297,010.48	
102-334-490-24	SCOP GRANT TEN MILE GRADE 445076	$ 1,700,000.00	$ 1,700,000.00	$ 453,115.50		$ 2,153,115.50	
102-541-363-34	CP TEN MILE GRADE SCARBOROUGH	$ 1,700,000.00	$ 1,700,000.00	$ 453,115.50		$ 2,153,115.50	
102-334-490-40	SCRAP GRANT OLD TOWN CREEK 44638	$ 1,900,000.00	$ 1,900,000.00	$ 36,170.85		$ 1,936,170.85	
102-541-363-40	OLD TOWN CP CREEK RD ST 64 TO POLK	$ 1,900,000.00	$ 1,900,000.00	$ 36,170.85		$ 1,936,170.85	
102-334-490-41	FDOT SCRAP GRANT MLK 448743	$ 2,510,449.00	$ 2,510,449.00		$ 105,596.65	$ 2,404,852.35	
102-541-363-41	FDOT SCRAP CP MLK 448743	$ 2,510,449.00	$ 2,510,449.00		$ 105,596.65	$ 2,404,852.35	

AGENDA ITEM NO. 7.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	Motion to approve Resolution 2026-20, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving a budget amendment to the fiscal year 2025-2026 budget; providing for authorization and for an effective date.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo Amendments Reso Semi Annual.pdf
Resolution 2026-20 Semi Annual Budget Amendments.pdf

Hardee County
FLORIDA

MANAGEMENT AND BUDGET

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE-CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: FY26 Semi-annual Amendments to the Budget

Date: April 2, 2026

Florida Statutes authorizes adjustments for line-item transfers and budget amendments throughout the fiscal year. The attached Exhibit "A" is a list of all amendments and line-item transfers for the first half of Fiscal Year 2026. For the period of October 1, 2025 through March 31, 2026.

Amendments increase or decrease the budget and are highlighted in peach. These items were approved by the board previously. Any adjustments made from a contingency fund are highlighted in yellow. These items were approved by the board previously. The remainder of the list are line-item transfers. These line-item transfers did not affect the total of the budget. The county manger or his designee is authorized to approve line-item transfers through out the year.

HARDEE COUNTY
RESOLUTION NO. 2026-20

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA APPROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2025-2026 BUDGET; PROVIDING FOR AUTHORIZATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on September 23, 2025, the Hardee County (the "County") Board of County Commissioners (the "BOCC") adopted the Budget for Fiscal Year 2025-2026 at a duly noticed public hearing: and

WHEREAS, Sections 129.06(2)(a) and 129.01(2)(b), Florida Statues, authorizes adjustments for line-item over/under expenditures and appropriations from the reserves for contingency to be made for any lawful purpose upon approval of the BOCC; and

WHEREAS, Resolution No. 00-31 authorizes the County Budget Officer to make necessary intra-departmental budget amendments, as necessary; and

WHEREAS, in order to ensure a balanced budget, it is necessary to make the reserve and expenditure adjustments as provided in the attached amendment forms (Exhibit "A"); and

WHEREAS, the proposed amendments provided for in Exhibit "A" are needed to meet Florida law; and

WHEREAS, the BOCC finds approval and adoption of the Budget Amendments (Exhibit "A") is in the best interest of the County.

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

SECTION 1. The foregoing recitals are hereby adopted and incorporated by reference as part of this Resolution.

SECTION 2. The Budget Amendments provided for in Exhibit "A" are hereby approved and adopted.

SECTION 3. The Chairperson and County Manager or designee are directed to take any and all action necessary to accomplish the Budget Amendment (Exhibit "A") and purposes of this Resolution.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____ day of _____, 2026 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Noey Flores, Chairman

ATTEST:

_____
Victoria L. Rogers
EX-OFFICIO CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
Sarah Johnston, County Attorney

Resolution No. 2026-20

EXHIBIT “A”

Semi-annual Budget Amendment FY 2025-2026

2025-2026 1st Quarter Budget Amendments

Amendments are in Orange

Contingency are in yellow

mendment	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-01	10/13/2025	Grants Management	135-554-031-0	Ship Professional Services	$ 6,476.00		112258
			135-554-012-0	Regular Salaries		$ 3,000.00	
			135-554-023-0	Life/Health Insurance		$ 3,000.00	
			135-554-052-0	Operating		$ 476.00	
26-02	10/17/2025	Courts	103-713-244-00	Public Def ITS - Rentals/Leases	$ 400.00		112374
			103-713-246-00	Public Def ITS - Repair & Maintenance		$ 400.00	
26-03	10/17/2025	Disaster	111-525-363-00	Ian Infrastructure	$ 1,000,000.00		112375
			111-525-331-01	Ian Professional Services		$ 1,000,000.00	
26-04	10/23/2025	Marketing	001-552-154-0	Marketing - Books, Dues, Subscriptions	$ 2,625.00		112535
			001-552-149-0	Marketing - Other Current Charges		$ 2,500.00	
			001-552-151-0	Marketing - Office Supplies		$ 125.00	
26-05	10/24/2025	Transportation Trust	102-541-042-0	TT - Freight & Postage	$ 2,000.00		112597
			102-541-046-0	TT - Repair & Maintenance		$ 2,000.00	
26-06	10/24/2025	Utilities-Grants Management	402-334-350-0	Wh State Appropriation	$ 1,530,031.00		112605
			402-334-350-1	WH Reg WW Master Design		$ 1,530,031.00	
26-07	10/30/2025	Transportation Trust	102-541-564-0	Cap Projects - Machinery & Equipment	$ 1,260.00		112781
			102-541-552-0	Cap Projects - Operating Supplies		$ 1,260.00	
26-08	11/4/2025	Parks and Recreation	001-572-244-0	Rentals & Leases	$ 160.00		112917
			001-572-252-0	Operating Supplies		$ 160.00	

26-09	11/5/2025	Solid Waste	403-534-062-0	SW Buildings	$	8,880.00		112958
			403-534-046-0	SW Repair & Maintenance			$ 8,880.00	
26-10	11/6/2025	Fine and Forfeiture - Facilities	103-712-052-0	FF Facilities - Operating Supplies	$	7,500.00		112990
			103-712-031-0	FF Facilities - Professional Services			$ 7,500.00	
26-11	11/6/2025	Grants Management	135-337-700-05	EDA Hardee Parks WiFi			$ 81,428.59	112998
			135-572-063-05	EDA Hardee Parks WiFi			$ 81,428.59	
26-12	11/7/2025	Procurement	001-513-549-0	Other Current Charges	$	100.00		113017
			001-513-551-0	Office Supplies			$ 100.00	
26-13	11/13/2025	Courts ITS	103-713-464-00	Courts ITS - Machinery/Equipment	$	1,882.00		113168
			103-713-452-00	Courts ITS - Operating Supplies			$ 1,882.00	
26-14	11/14/2025	Procurement	001-513-547-0	Procurement - Printing & Binding	$	30.00		113209
			001-513-551-0	Procurement - Office Supplies			$ 30.00	
26-15	11/17/2025	Zoning	001-515-047-0	Zoning - Printing/Binding	$	23.00		113248
			001-515-054-0	Zoning - Books/Dues/Subscriptions			$ 23.00	
26-16	11/18/2025	Parks & Recreation	001-572-464-0	HL - Machinery/Equipment	$	2,208.00		113275
			001-572-446-0	HL - Repair & Maintenance			$ 2,208.00	
26-17	11/20/2025	Grants Management	135-554-054-0	Ship - Books, Dues, and Subscriptions	$	6,972.61		113336
			135-554-012-0	Regular Salaries			$ 4,972.61	
			135-554-055-0	Training			$ 2,000.00	
26-18	11/21/2025	Grants Management	135-554-034-0	Ship - Rehab	$	20,000.00		113390
			135-554-049-1	Ship Financial Assistance			$ 20,000.00	
26-19	11/24/2025	Zoning	001-515-047-0	Zoning - Printing/Binding	$	5.00		113442

			001-515-054-0	Zoning - Books/Dues/Subscriptions			$ 5.00	
26-20	11/25/2025	Procurement	001-513-549-0	Other Current Charges	$ 500.00			113448
			001-513-552-0	Operating Supplies	$ 1,000.00			
			001-513-555-0	Training	$ 1,500.00			
			001-513-564-0	Machinery / Equipment			$ 1,500.00	
			001-513-562-0	Building			$ 1,500.00	
26-21	11/25/2025	Zoning	001-515-042-0	Freight & Postage	$ 300.00			113455
			001-515-031-0	Professional Services			$ 300.00	
26-22	12/1/2025	Transportation Trust	102-541-531-0	Capital Projects - Professional Services	$ 25,000.00			113532
			102-541-264-0	Shop - Machinery / Equipment			$ 14,991.00	
			102-541-064-0	Road & Bridge - Machinery / Equipment			$ 10,009.00	
26-23	12/3/2025	Solid Waste	403-534-068-0	Intangible Assets	$ 3,894.00			113618
			403-534-064-0	Machinery & Equipment			$ 3,894.00	
26-24	12/3/2025	Transportation Trust	102-541-042-0	TT- Freight & Postage	$ 4,658.00			113620
			102-541-063-0	TT- Infrastructure			$ 4,658.00	
26-25	12/04/25	Grants Management	135-554-054-0	Ship- Books, Dues, Subscriptions	$ 300.00			113634
			135-554-042-0	Ship - Freight & Postage			$ 300.00	
26-26	12/4/2025	Grants Management	402-337-300-0	EDA Phase 5&6			$ 91,000.36	113672
			402-533-263-09	EDA Phase 5&6			$ 91,000.36	
26-27	12/4/2025	Grants Management	402-337-300-0	EDA Phase 7			$ 4,720.00	113674
			402-533-263-11	EDA Phase 7 Water	$ 91,523.66			
			402-535-263-11	EDA Phase 7 Wastewater			$ 96,243.66	
26-28	12/4/2025	Grants Management	135-331-500-11	US17 Corridor Study	$ 22,766.00			113675
			135-552-031-01	US17 Corridor Study	$ 22,766.00			

26-29	12/4/2025	Grants Management	135-334-200-02	EOC - State Appropriations	$ 321,340.70		113677
			135-525-062-00	EOC - Buildings	$ 321,340.70		
26-30	12/4/2025	Grants Management	107-334-200-06	Fire Marshal Grant - Station One	$ 51,796.15		113678
			107-522-062-06	Fire Marshal Grant - Station One	$ 51,796.15		
26-31	12/4/2025	Grants Management	402-334-350-0	WH - State Appropriation	$ 28,782.44		113679
			402-533-263-10	State Appropriation Phase 7 - Water	$ 9,992.95		
			402-535-263-10	State Appropriation Phase 7 - Wastewater	$ 18,789.49		
26-32	12/4/2025	Grants Management	402-334-350-1	WH Reg WW Master Design		$ 696,486.94	113681
			402-533-263-15	State Appropriation Phase 8 - Water		$ 229,791.43	
			402-535-263-15	State Appropriation Phase 8 - Wastewater		$ 466,695.51	
26-33	12/4/2025	Grants Management	135-399-000-0	Ship - Cash Forward	$ 750,634.18		113683
			135-554-012-0	Ship Regular Salaries	$ 25,572.03		
			135-554-021-0	Ship FICA	$ 975.06		
			135-554-021-1	Ship Medicare	$ 269.39		
			135-554-022-0	Ship Retirement	$ 2,268.90		
			135-554-023-0	Ship Insurance	$ 3,276.13		
			135-554-040-0	Ship Travel	$ 834.14		
			135-554-041-0	Ship Communications	$ 209.79		
			135-554-046-0	Ship Repair & Maintenance	$ 46.65		
			135-554-054-0	Ship Books, Dues, and Subscriptions	$ 70.90		
			135-554-052-0	Ship Operating	$ 476.00		
			135-554-055-0	Ship Training	$ 2,666.89		
			135-554-034-0	Ship Rehabilitation	$ 713,968.30		
26-34	12/5/2025	Grants Management	135-337-700-02	EDA Hardee Parks Infrastructure	$ 66,100.77		113686
			135-572-063-02	EDA Hardee Parks Infrastructure	$ 66,100.77		
26-35	12/5/2025	Grants Management	135-334-200-07	State Appropriations Comm Tower	$ 1,388,070.81		113687

			135-521-362-01	State Appropriations Comm Tower	$ 1,388,070.81			
26-36	12/5/2025	Grants Management	135-334-200-09	DEP Resilient FL Vulnerability Assess.	$ 55,000.00			113691
			135-525-031-02	Vulnerability Assess Professional Serv.	$ 55,000.00			
26-37	12/5/2025	Parks & Recreation	001-572-242-0	Parks & Rec- Freight	$ 70.00			113693
			001-572-652-0	Museum - Operating		$ 70.00		
26-38	12/8/2025	Fine & Forfeiture	103-712-042-0	FF Facilities - Freight & Postage	$ 20.00			113734
			103-712-052-0	FF Facilities - Operating Supplies		$ 20.00		
26-39	12/8/2025	Disaster	111-525-362-00	Ian - Buildings	$ 54,490.00			113738
			111-525-331-01	Ian - Professional Services		$ 54,490.00		
26-40	12/10/2025	Zoning	001-515-052-50	Zoning-OP Supplies FUEL	$ 70.00			113829
			001-515-052-0	Zoning-OP Supplies		$ 70.00		
26-41	12/10/2025	Vandolah Enterprise	401-535-052-50	Van Ent - Op Supplies FUEL	$ 1,200.00			113832
			401-535-052-0	Van Ent - Op Supplies		$ 1,200.00		
26-42	12/10/2025	Transportation Trust	102-541-452-50	OSA - Operating Supplies FUEL	$ 175,000.00			113833
			102-541-452-00	OSA - Operating Supplies		$ 175,000.00		
26-43	12/10/2025	Grants Management	135-537-152-50	SCG - Operating Supplies FUEL	$ 1,116.00			113835
			135-537-152-02	SCG - Operating Supplies		$ 1,116.00		
26-44	12/10/2025	Grants Management	135-554-052-50	SHIP - Operating Supplies FUEL	$ 200.00			113836
			135-554-052-0	SHIP - Operating Supplies		$ 200.00		
26-45	12/15/2025	Disaster	111-525-563-00	Milton Infrastructure	$2,325,297.00			113896
			111-525-331-01	Ian Professional Services		$2,325,297.00		
26-46	12/16/2025	Parks & Recreation	001-572-244-0	Rentals and Leases	$ 900.00			113914

			001-572-252-0	Operating			$ 900.00	
26-45	12/16/2025	Disaster	111-525-563-05	Milton - NRCS Peace River Stabilization	$ 2,325,297.00			113896
			111-525-331-01	Ian - Professional Services			$ 2,325,297.00	
26-46	12/16/2025	Parks & Recreation	001-572-244-0	Rentals & Leases	$ 900.00			113914
			001-572-252-0	Operating			$ 900.00	
26-47	12/17/2025	Grants Management	135-554-054-0	Ship - Books, Dues, and Subscriptions	$ 1,200.00			113951
			135-554-012-0	Regular Salaries			$ 1,200.00	
26-48	12/19/2025	Marketing	001-552-148-0	Promotions	$ 5,000.00			114025
			001-552-141-0	Communications			$ 5,000.00	
26-49	12/19/2025	Grants Management	135-331-700-02	DEO RIF Pioneer Park W/WW Expansion			$ 105,500.00	114026
			135-572-063-03	DEO RIF Pioneer Park W/WW Expansion			$ 105,500.00	
26-50	12/19/2025	OMB	001-369-900-00	Mining Contribution	$ 2,000,000.00			114028
			001-552-000-0	Industrial Development Authority	$ 2,000,000.00			
26-51	12/30/2025	Transportation Trust	102-541-246-0	Shop Maint-Repair/Maintenance	$ 57,155.21			114181
			102-541-231-0	Shop Maint-Professional Services			$ 57,155.21	

2025-2026 2nd Quarter
Budget Amendments

Amendments are in Orange

Contingency are in yellow

mendment	Date	Department	Account #	Classification	Increase	Decrease	Batch #
26-52	1/5/2026	General Fund	001-513-000-0	Property Appraiser Requisition	$ 5,784.00		114234
			001-519-281-01	City of Bowling Green CRA		$ 5,784.00	
26-53	1/20/2026	ITS	001-516-054-0	ITS Dues & Subscriptions	$ 1,000.00		114468
			001-516-031-0	ITS Professional Services		$ 1,000.00	
26-54	1/13/2026	Code Enforcement	001-529-054--00	Code Enf-Dues & Subscriptions	$ 394.51		114626
			001-529-052-00	Code Enf-OP Supplies		$ 394.51	
26-55	1/13/2026	Marketing	001-552-154-0	Mktg-Dues & Subscriptions	$ 394.51		114629
			001-552-155-0	Mktg-Training		$ 394.51	
26-56	1/13/2026	Pioneer Park	001-572-554-0	Pioneer Pk-Dues & Subscriptions	$ 197.25		114631
			001-572-547-0	Pioneer Pk-Printing & Binding		$ 197.25	
26-57	1/13/2026	Probation	103-733-154-0	Probation-Dues & Subscriptions	$ 230.00		114594
			103-733-152-0	Probation-OP Supplies		$ 230.00	
26-58	1/16/2026	Grants Management	402-337-300-17	EDA Phase 9 Wastewater	$ 250,000.00		114542
			402-535-263-17	EDA Phase 9 Wastewater	$ 250,000.00		
26-59	1/16/2026	Grants Management	135-331-500-07	HMGP Sheriff's Office Generator		$ 602,756.00	114543
			135-331-500-04	HMGP SFSC Lift Station Generator		$ 10,345.50	
			135-331-500-03	HMGP Building Department Generator		$ 7,479.00	
			135-331-500-05	HMGP Vandolah Lift Station Generator		$ 50,490.00	
			135-381-000-08	Transfer from WH Utilities		$ 1,149.50	
			135-381-000-07	Transfer from Vandolah		$ 5,610.00	

			135-381-000-00	GF Grant Contribution			$ 67,804.00	
			135-521-264-0	HMGP Sheriff's Office Generator			$ 669,729.00	
			135-535-164-0	HMGP SFSC Lift Station Generator			$ 11,495.00	
			135-524-164-0	HMGP Building Department Generator			$ 8,310.00	
			135-535-164-1	HMGP Vandolah Lift Station Generator			$ 56,100.00	
26-60	1/20/2026	Disaster	111-525-549-01	Milton Return Funds	$	684,388.04		114591
			111-525-331-01	Ian Professional Services			$ 684,388.04	
26-61	1/21/2026	Transportation Trust	102-541-042-0	Freight & Postage	$	2,000.00		114618
			102-541-053-0	Road Materials			$ 2,000.00	
26-62	1/27/2026	Transportation Trust	102-541-055-0	TT -Training	$	8,000.00		114754
			102-541-064-0	TT - Machinery & Equipment			$ 8,000.00	
26-63	1/27/2026	Transportation Trust	102-541-554-0	Cap Proj - Books, Dues, Subscriptions	$	19,000.00		114760
			102-541-262-0	Shop Maintenance - Buildings			$ 19,000.00	
26-64	1/27/2026	Library	001-571-052-0	Library - Operating Supplies	$	1,300.00		114761
			001-571-042-0	Library -Freight and Postage	$	195.00		
			001-571-062-0	Library - Buildings			$ 1,495.00	
26-65	1/27/2026	Transportation Trust	102-541-554-0	Cap Proj- Books, Dues, Subscriptions	$	26,204.00		114773
			102-541-531-0	Cap Proj- Professional Services			$ 26,204.00	
26-66	1/29/2026	Mining	109-519-664-00	Mining - Machinery & Equipment	$	2,000.00		114834
			109-519-652-00	Mining -Operating Supplies			$ 2,000.00	
26-67	2/2/2026	Disaster	111-525-564-00	Milton Equipment	$	30,000.00		114880
			111-525-546-00	Milton Repair & Maintenance			$ 30,000.00	
26-68	2/5/2026	IT/GIS	001-516-042-0	Freight & Postage	$	2,000.00		115015
			001-516-031-0	Professional Services			$ 2,000.00	

26-69	2/5/2026	Grants Management	135-331-200-01	JAG CW	$	88,277.00		115016
			135-521-000-00	Sheriff Allocation	$	88,277.00		
26-70	2/6/2026	Zoning	001-515-048-0	Promotional	$	500.00		115038
			001-515-031-0	Professional Services			$ 500.00	
26-71	2/9/2026	Facilities	001-519-414-0	Fac Mgmt Overtime	$	15,000.00		115068
			001-519-446-0	Fac Mgmt Repair & Maintenance			$ 15,000.00	
26-72	2/9/2026	FF Facilities	103-712-049-0	FF Facilities - Other Current Charges	$	360.00		115070
			103-712-052-0	FF Facilities - Operating Supplies			$ 360.00	
26-73	2/10/2026	Procurement	001-513-549-0	Other Current Charges	$	99.00		115087
			001-513-531-0	Professional Services	$	16.00		
			001-513-564-0	Machinery & Equipment			$ 115.00	
26-74	2/10/2026	Probation	103-733-154-0	Books, Dues, and Subscriptions	$	10,000.00		115095
			103-733-131-0	Professional Services			$ 10,000.00	
26-75	2/12/2026	Tourism	112-559-049-00	Other Current Charges	$	242.00		115154
			112-559-054-00	Books, Dues, and Subscriptions			$ 242.00	
26-76	2/12/2026	Capital Projects	102-541-552-50	Cap Projects - Operating Supplies Fuel	$	1,000.00		115161
			102-541-552-0	Cap Projects - Operating Supplies			$ 1,000.00	
26-77	2/13/2026	Parks & Recreation	001-572-244-0	Rentals & Leases	$	2,541.00		115190
			001-572-240-0	Travel			$ 2,541.00	
26-78	2/13/2026	Parks & Recreation	001-572-652-0	Museum Operating Supplies	$	6,700.00		115203
			001-572-664-0	Museum Machinery/Equipment			$ 6,700.00	
26-79	2/13/2026	Zoning	001-515-052-50	Operating Supplies - Fuel	$	500.00		115206

			001-515-031-0	Professional Services			$ 500.00	
26-80	2/23/2026	Transportation Trust	102-541-531-0	Capital Projects - Professional Services	$	45,000.00		115383
			102-541-511-0	Capital Projects - Executive Salaries			$ 45,000.00	
26-81	2/23/2026	Transportation Trust	102-541-042-0	TT - Freight & Postage	$	2,000.00		115385
			102-541-053-0	TT - Road Materials			$ 2,000.00	
26-82	2/24/2026	Grants Management	135-554-052-0	Ship - Operating	$	500.00		115403
			135-554-055-0	Ship - Training			$ 500.00	
26-83	2/24/2026	Facilities	001-519-444-0	Fac Mgmt - Rentals & Leases	$	2,000.00		115420
			001-519-446-0	Fac Mgmt - Repair & Maintenance			$ 2,000.00	
26-84	2/25/2026	Zoning	001-515-052-0	Operating Supplies	$	500.00		115451
			001-515-031-0	Professional Services			$ 500.00	
26-85	2/27/2026	Solid Waste	403-534-062-0	Bldgs/Improvements	$	1,025.00		115524
			403-534-052-0	Operating Supplies			$ 1,025.00	
26-86	2/27/2026	Solid Waste	403-534-052-50	SW Operating Supplies Fuel	$	35,000.00		115526
			403-534-064-0	SW Machinery & Equipment			$ 35,000.00	
26-87	3/6/2026	Transportation Trust	102-541-052-0	Operating Supplies	$	15,993.00		115656
			102-541-064-0	Machinery & Equipment			$ 15,993.00	
26-88	3/9/2026	Parks & Recreation	001-572-542-0	PP - Freight	$	500.00		115678
			001-572-552-0	PP - Operating Supplies			$ 500.00	
26-89	3/11/2026	Zoning	001-515-052-0	Zoning-Op Supplies	$	1,618.47		115747
		Building	001-534-052-0	Bldg-Op Supplies			$ 1,618.47	
26-90	3/11/2026	Building	001-524-044-0	Bldg-Rentals/Leases	$	4,000.00		115748

			001-524-031-0	Professional Services			$ 4,000.00	
26-91	3/11/2026	Capital Projects	102-541-549-0	Other Current Charges	$ 500.00			115750
			102-541-552-0	Operating Supplies			$ 500.00	
26-92	3/11/2026	Parks & Rec	001-572-564-0	Machinery & Equipment	$ 1,700.00			115751
			001-572-546-0	Repair & Maint			$ 1,700.00	
26-93	3/13/2026	Disaster	111-525-331-01	Ian Professional Services	$ 684,388.04			115811
			111-581-000-00	Transferred to General Fund			$ 684,388.04	
26-94	3/16/2026	Fine & Forfeiture	103-714-000-0	Law Library	$ 8,000.00			115849
			103-605-000-1	Juvenile Programs			$ 8,000.00	
26-95	3/19/2026	General Fund	001-519-414-0	Fac Management Overtime	$ 3,000.00			115918
			001-572-214-0	Parks & Rec Overtime	$ 7,000.00			
			001-525-149-3	EM - Emergency Disaster			$ 10,000.00	
26-96	3/20/2026	Grants Management	135-334-390-01	Courthose Annex Renovation Grant			$ 21,131.28	115978
				Courthouse Annex CP Renovation			$ 21,131.28	
26-97	3/20/2026	Grants Management	402-334-350-06	WH FLCOM Dewatering Facility Grant	$ 250,000.00			115979
			402-535-262-01	FL COM CP Dewatering Facility	$ 250,000.00			
26-98	3/20/2026	Grants Management	402-337-300-18	IDA Phase 9 Grant Wastewater	$ 75,000.00			115981
			402-535-263-18	IDA Phase 9 CP Wastewater Infrastructure	$ 75,000.00			
26-99	3/20/2026	Grants Management	135-334-700-08	ST AP Grant Fair Ground Uty Infrastructure	$ 5,000,000.00			115983
			135-572-063-08	ST SP CP Fair Ground Uty Infrastructure	$ 5,000,000.00			
26-100	3/20/2026	Grants Management	135-334-700-09	FDACS Grant Fair Grounds	$ 1,000,000.00			115984
			135-572-563-01	FDACS CP Fair Ground Infrastructure	$ 500,000.00			
			135-572-562-01	FDACS CP Fair Ground Building	$ 500,000.00			

26-101	3/20/2026	Grants Management	135-334-700-11	FDACS Grant Fair Grounds	$ 6,500,000.00		115985
			135-572-562-03	FDACS CP Fair Grounds Climate Control	$ 6,500,000.00		
26-102	3/20/2026	Grants Management	135-334-700-10	FDACS Grant Fair Grounds Livestock Bldg	$ 250,000.00		115986
			135-572-562-02	FDACS CP Fair Grounds Livestock Bldg	$ 250,000.00		
26-103	3/20/2026	Grants Management	135-361-100-36	ST AP HC Com Tower Interest	$ 2,659.14		115987
			135-521-349-01	HC Com Tower Return Interest	$ 2,659.14		
26-104	3/20/2026	Grants Management	135-334-200-06	FDLE Grant Sheriff's Office New Bldg	$ 32,930.00		115989
			135-521-331-000	SO New Bldg Professional Services	$ 32,930.00		
26-105	3/20/2026	General Fund	001-569-082-05	Big Brothers/Big Sisters	$ 5,000.00		116009
			001-569-082-00	Caring People Ministries	$ 1,000.00		
			001-564-082-02	Cutting Edge Ministries	$ 7,500.00		
			001-564-082-00	Nu Hope Elder Care	$ 1,000.00		
			001-563-082-00	Peace River Center	$ -	$ 2,500.00	
			001-599-000-0	General Fund Contingency	$ -	$ 12,000.00	
26-106	3/24/2026	County Extension	001-537-252-50	Co Ext Operating Supplies Fuel	$ 1,500.00		116036
			001-537-252-0	Co Ext Operating Supplies		$ 1,500.00	
26-107	3/25/2026	Library	001-571-052-0	Operating Supplies	$ 12,851.00		116082
			0001-571-042-0	Freight & Postage	$ 663.00		
			001-571-062-0	Library Buildings		$ 13,514.00	
26-108	3/26/2026	Capital Projects	102-541-531-0	Professional Services	$ 50.00		116099
			102-541-547-0	Printing & Binding		$ 50.00	

26-109	3/26/2026	Human Resources	001-513-349-1	HR - Employee Incentives	$ 5,000.00		116104
			001-519-281-0	COW CRA		$ 5,000.00	
26-110	3/27/2026	IT	001-516-041-0	ITS Communications	$ 6,016.00		116130
			001-516-064-0	ITS Machinery & Equipment		$ 6,016.00	
26-111	3/31/2026	Capital Projects	102-541-549-0	Capital Projects - Other Current Charges	$ 1,000.00		116187
			102-541-552-0	Capital Projects - Operating Supplies		$ 1,000.00	
26-112	3/31/2026	Detention	001-523-064-0	Sheriff Equipment Jail	$ 22,600.00		116197
			001-523-046-0	Sheriff Repair & Maintenance		$ 22,600.00	

AGENDA ITEM NO. 8.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**President Hawkins, South Florida State College** - Economic Impact Study to the Regional Economy
SUGGESTED ACTION:	

ATTACHMENTS:
SFSC Economic Impact Report - Hardee (002).pdf



Economic Impact Report

Hardee County Board of County Commissioners

South Florida State College

In 2024, South Florida State College recorded:

4,034 CREDIT STUDENTS

1,903 NON-CREDIT STUDENTS

513 EMPLOYEES



SFSC's Service Area:

- Highlands
- Hardee
- DeSoto

1 out of every 24

jobs in the SFSC service area is supported by the activities of SFSC and its students.



South Florida State College

SFSC's Service Area:

- Highlands
- Hardee
- DeSoto



Investing in South Florida State College

- Students → Students
- College → Society
- Public → Taxpayers

SOUTH FLORIDA State College

FOR EVERY



Students gain

$7.50

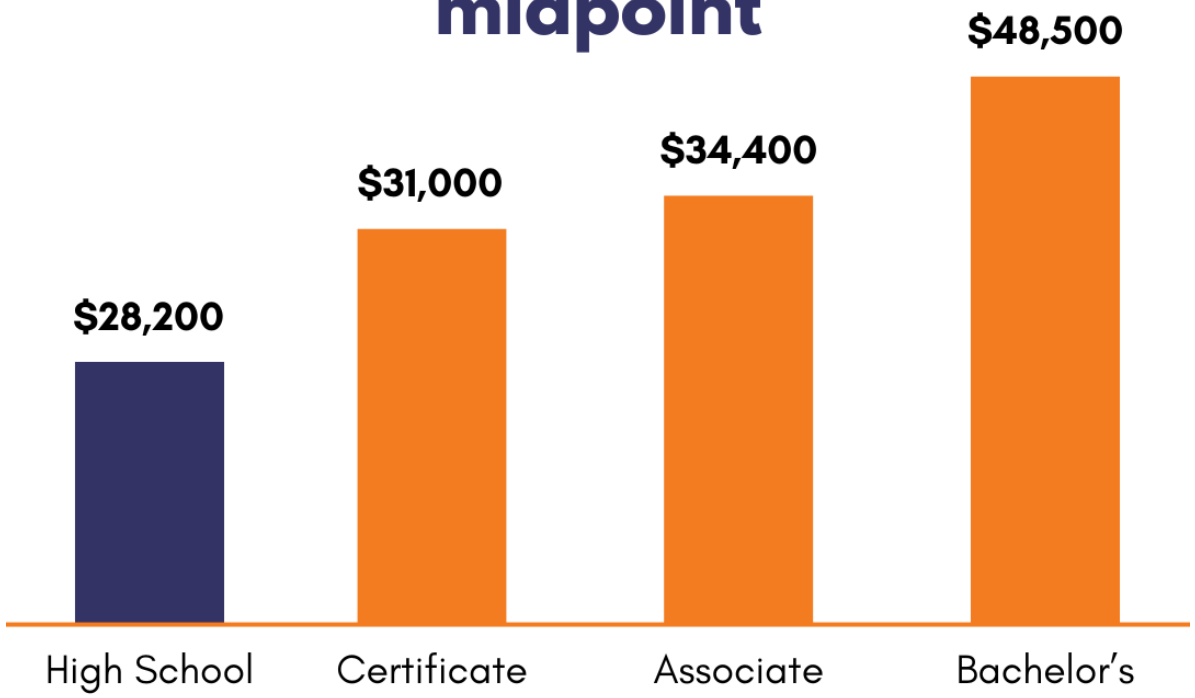
Taxpayers gain

$1.10

Society gains

$9.40

Average earnings by education level at career midpoint



AGENDA ITEM NO. 8.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Sarah Evers & Krystin Chapman, The Development Group** - Quarterly Report
SUGGESTED ACTION:	

ATTACHMENTS:
TDG - IDA Presentation.pdf

TDG
THE DEVELOPMENT GROUP

Project Ranking Sheet

Immediate Priorities	Mid-Range Focus	Long- Term
Multi-Purpose Facility	GH-G	Bay Street
Lot 27	BG Retail Strategies	Longwood Ranch
533 Carlton Street Property	Corridor Study	West Main Lofts
Spec 13 Manufacturing Hub	Hogan Street	Barkdoll Estates
Ecosteris	Reif	Airport Property
Gardens Parking Lot/ Infrastructure Improvemnets	Zolfo Downtown Study Application	Multi-Jurisdiction Corridor Study
Gardens At Midtown Townhomes	CDBG COW	Intermodal Logistics Facility
Bostick Road Development	Commerce Park Expansion Phase II	East Main Collective
Project Local		Alley/Parking Lot Project
Culver's		
Innovar Roof/Painting		
Kinbro		
Education Foundation		

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**LaTasha Cohen, Central Florida Behavioral Health Network** - 2026-2029 MOU

SUGGESTED ACTION:

- Motion to approve the 2026-2029 Memorandum of Understanding between the County and Polk and Highlands Counties to establish a shared transportation plan to meet the requirements of Florida Statute Section 394.462; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Transportation Plan Overview for BOCC.pptx
2026-2029 MOU.docx
C10 Transportation Plan.pdf
Chapter 394 Section 462 - 2021 Florida Statutes - The Florida Senate.pdf

Central Florida
Behavioral Health
Network, Inc.

C10 Transportation Plan Overview

LaTasha Cohen

CFBHN Overview

Central Florida Behavioral Health Network (CFBHN) is a not-for-profit 501(c)(3) and Florida's **largest, most experienced Managing Entity** (est. 1997)

Oversees the publicly funded **mental health and substance use safety-net system of care**

Service Area

Serves a multi-county region: Pasco, Tampa Bay, Polk, Highlands, Hardee, DeSoto, and Lee

Services Provided

Full continuum of care:

- Acute, residential, outpatient, and recovery support
- Prevention, housing, and medical services

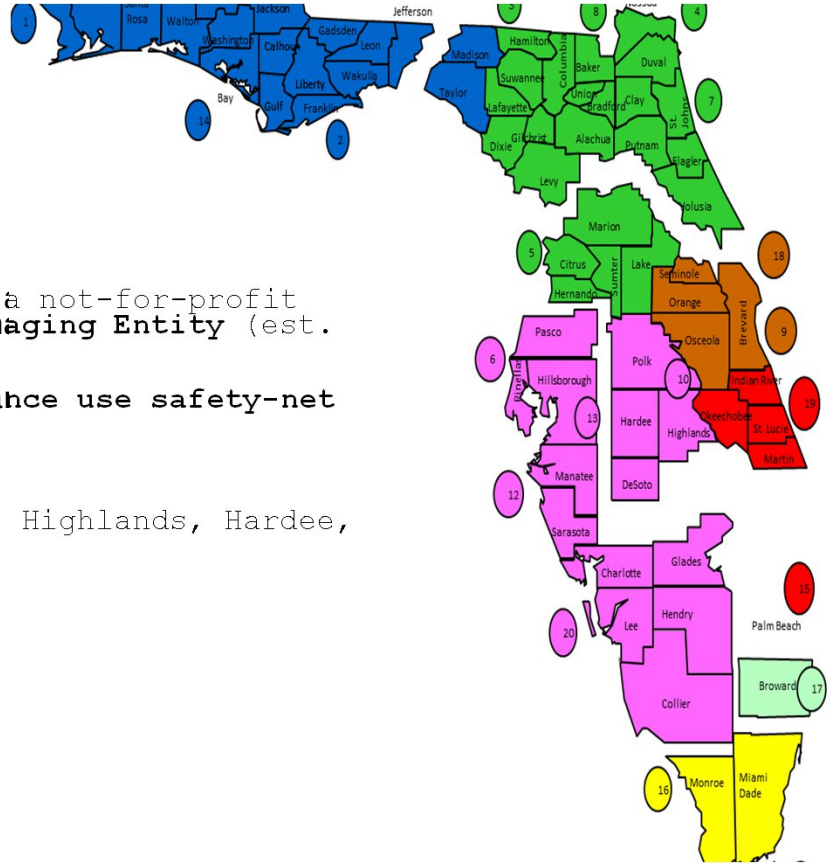
Impact

Contracts with **60+ providers**

Manages **$285M annually**

Serves **80,000+ individuals** + millions through prevention

Operates at **2.7% administrative cost**



What The Plan Does

- The Behavioral Health Receiving System (BHRS) transportation plan is a statutorily required, coordinated document that explains how people in mental health or substance-use crisis are safely transported to the right treatment facility. The plan applies to people who are in crisis situations and need to be transported for evaluation or treatment.

Baker Act vs. Marchman Act

- The plan applies to those who are:
  - Baker Acted (mental health crisis)
  - Marchman Acted (substance use crisis)

  If a person is Baker Acted, they are transported to the designated receiving facility.

  If a person is Marchman Acted, they are transported to detox.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective as of _____, 2026 ("Effective Date") by and between POLK COUNTY, a political subdivision of the State of Florida ("Polk County"), HARDEE COUNTY, a political subdivision of the State of Florida ("Hardee County"), and HIGHLANDS COUNTY, a political subdivision of the State of Florida ("Highlands County") (Polk County, Hardee County, and Highlands County may be collectively referred to herein as the "Counties").

WHEREAS, pursuant to Florida Statute Section 394.462, a transportation plan was developed and implemented by each county on July 1, 2017, to organize a centralized system for acute care services;

WHEREAS, counties may establish a shared transportation plan with other, nearby counties pursuant to a memorandum of understanding between their governing boards; and

WHEREAS, the Counties now desire to enter into this Memorandum of Understanding in order to establish a shared transportation plan that meets the requirements of Florida Statute Section 394.462.

Now, therefore, it is mutually agreed between the Counties as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. The Counties each agree to adopt, implement and abide by the shared transportation plan, attached hereto and incorporated herein by reference as Exhibit "A," as each County's transportation plan required pursuant to Florida Statute.

IN WITNESS WHEREOF, the Counties have each made and executed this Memorandum of Understanding on the dates set forth below.

[SIGNATURE PAGE TO FOLLOW]

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Noey A. Flores
Chairman

ATTEST:

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

APPROVED AS TO FORM:

_____
WEISS SEROTA HELFMAN COLE + BIERMAN P.L.
COUNTY ATTORNEY

Date: _____

Exhibit "A"
Shared Transportation Plan
[attached hereto]

DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION
Circuit 10
SUBSTANCE ABUSE AND MENTAL HEALTH

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

2026-2029

CIRCUIT 10 BEHAVIORAL HEALTH
(Polk, Highlands and Hardee)

TRANSPORTATION PLAN

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Medical Treatment	5
Medical Clearance	5
Choice	5
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Interorganizational Collaboration	6
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CIRCUIT 10 BEHAVIORAL HEALTH TRANSPORTATION PLAN

Introduction

In accordance with the Florida Mental Health Act, the Hal S. Marchman Alcohol and Other Drug Services Act of 1993, and Senate Bill 12, a plan has been developed to organize a centralized system for acute care services. This plan has been developed by community stakeholders listed on page two, the Circuit 10 - Baker Act/Marchman Act Advisory Committee. This transportation plan requires approval by the Polk County Board of County Commissioners, Highlands County Board of County Commissioners, and Hardee County Board of County Commissioners. Upon approval this document will serve as the transportation plan for Florida's 10th Circuit per legislative intent.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services within each county, which may include exceptions to the requirement for transportation to the nearest receiving facility.
2. An arrangement by which a facility may provide, in addition to required psychiatric and addiction services, an environment and services which are uniquely tailored to the needs of an identified group of persons with special needs, such as persons with hearing impairments or visual impairments, or elderly persons with physical frailties; or
3. A specialized transportation system that provides an efficient and humane method of transporting patients to receiving facilities, among receiving facilities, and to treatment facilities.
4. The plan implements the requirements of HB 945 effective July 1st, 2020 and amended section 394.493, Florida Statutes to ensure a coordinated system of behavioral health care for children, adolescents, and young adults

Purpose

The Circuit 10 Transportation Plan has been successfully implemented. In the continued best interest of persons in need of public mental healthcare in Circuit 10 it is now agreed that a renewal of the plan will continue the successful established centralized Baker Act/Marchman Act system, known as the Circuit 10 Behavioral Transportation Plan. The Plan will ensure that individuals on an involuntary Baker Act/Marchman Act will obtain immediate access to acute care services and will reduce the need for inter-hospital transfers for psychiatric and addiction services. Coordination of services among providers in the Circuit 10 area will continue to meet individual needs.

The Plan calls for all law enforcement agencies in the Circuit 10 area to transport:

1. Adults on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Lakeland Regional Health,
    b. Winter Haven Hospital BayCare,
    c. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    d. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    e. Park Place Behavioral Health Care Crisis Center
2. Adults on an involuntary Marchman Act to Tri-County Human Services, Detox Center, Bartow.
3. Youth under the age of 18 years on an involuntary Baker Act to the nearest receiving facility, as follows;
    a. Peace River Center Crisis Stabilization Unit (CSU) Bartow, Non-Medical,
    b. Peace River Center Crisis Stabilization Unit (CSU) Lakeland, Non-Medical,
    c. Lakeland Regional Health, age 8 years and up.
4. Youth under the age of 18 years on an involuntary Marchman Act to ACTS-Thonotosassa

Baker Act / Marchman Act Advisory Committee

The purpose of the Baker Act/Marchman Act Advisory Committee is to discuss the operations of the Circuit 10 Transportation Plan. The committee meets regularly to discuss grievances, public satisfaction,

and assurance of patient rights as related to this plan. The Baker Act/Marchman Act Advisory Committee is composed of, but not limited to, representatives of the following agencies: DCF's Substance Abuse and Mental Health office, Peace River Center, Tri-County Human Services, Heartland For Children, Lakeland Regional Health, Winter Haven Hospital, BayCare, AdventHealth Lake Wales, Florida Hospital, Highlands Regional Medical Center, Poinciana Medical Center, Bartow Regional Medical Center, Polk County Sheriff's Office, Highland County Sheriff's Office, Hardee County Sheriff's Office, City of Lakeland Police Department, Winter Haven Police Department, Bartow Police Department, Bowling Green Police Department, Sebring Police Department, Lake Placid Police Department, Wauchula Police Department, Florida Highway Patrol, Polk County Public Safety Group, National Alliance on Mental Illness (NAMI), Department of Corrections, Emergency Management System, Homeless Coalition of Polk County, Polk County School Board, Hardee County School Board, Highlands School Board, and Public Defenders Office. All listed stakeholders will have access to the transportation plan.

System Capacity

- Peace River Center's Crisis Stabilization Unit, located at 1255 Golfview Ave., Bartow, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 30 Crisis Stabilization Unit beds for adults and minors. At the same location, Peace River Center also operates a 30 bed Short Term Adult Residential Facility, licensed by AHCA to provide psychiatric treatment services.
- Peace River Center's Crisis Stabilization Unit, located at 715 N. Lake Ave., Lakeland, Florida is a public Baker Act receiving facility licensed by the Agency for Health Care Administration (AHCA) to operate 20 Crisis Stabilization Unit beds for adults and minors.
- Tri-County Human Services' Detox Unit, located at 2725 Hwy 60 East, Bartow, Florida is a public Marchman Act receiving facility licensed by the State of Florida to operate 20 beds.
- Lakeland Regional Health Hospital located at 1324 Lakeland Hills Blvd, Lakeland, FL is a private Baker Act receiving facility licensed by AHCA to operate 84 beds consisting of 74 adult mental health beds and 8 adolescent (ages 8-17) mental health beds and 12 adult substance abuse beds.
- Winter Haven Hospital BayCare located at 200 Ave F NE, Winter Haven, FL is a private Baker Act receiving facility licensed by AHCA to operate 30 adult mental health beds.
- Poinciana Medical Center, Bartow Regional Medical Center, Highlands Regional Medical Center, Florida Hospital – Wauchula, Florida Hospital - Sebring are not receiving facilities, but are responsible to evaluate, treat and transfer persons in need of mental health and addiction treatment as part of their emergency department. This is in accordance with federal (EMTALA) emergency care rules and the medical treatment aspect of the plan applies to Lakeland Regional Health Hospital, Winter Haven Hospital BayCare, Florida Hospital – Lake Placid and AdventHealth Lake Wales.
- The receiving facilities will notify the Baker Act/Marchman Act Advisory Committee of any changes in system capacity.

Medical Treatment

Individuals needing medical treatment should be handled according to law enforcement agency policy and transported to the closest medical hospital, as follows; Lakeland Regional Health,

- Winter Haven Hospital BayCare,
- AdventHealth Lake Wales,
- Poinciana Medical Center,
- Bartow Regional Medical Center Baycare,
- HCA Florida Highlands Hospital,
- AdventHealth Lake Placid
- AdventHealth Wauchula
- AdventHealth Sebring
- AdventHealth Heart of Florida

Medical Clearance

Each facility has varying degree of ability to address co-morbid medical conditions. Receiving facilities in Circuit 10 have provided their medical exclusion and eligibly criteria to be included in the transportation plan for reference. See Attachments. Once the patient is medically cleared the medical facility will find the Baker Act Receiving facility that best suits that individual's needs. Transportation from one facility to another will be coordinated and paid for by the transferring facility. A non-emergent medical transportation company or contracted law enforcement officer may provide this service.

Choice

When practical, Law Enforcement will take into consideration individual choice when making a determination of which Baker Act receiving facility to transport the individual. All adults on an involuntary Marchman Act are to be transported to Tri-County Human Services Detox Unit in Bartow Florida. Law enforcement may decline to transport if the County has a contract with emergency transport company and law enforcement continued presence is not needed. Transporting entity may seek reimbursement for transporting expenses. Person(s) receiving transportation is responsible for expenses.

988

Heart of Florida United Way is the 988 primary provider for Polk, Highlands and Hardee Counties. 988 has been designated as the new three-digit dialing code that will route callers to the National Suicide Prevention Lifeline (now known as the 988 Suicide & Crisis Lifeline) and is now active across the United States.

When people call, text, or chat 988, they will be connected to trained counselors that are part of the existing Lifeline network. These trained counselors will listen, understand how their problems are affecting them, provide support, and connect them to resources if necessary.

The previous Lifeline phone number (1-800-273-8255) will always remain available to people in emotional distress or suicidal crisis. The Lifeline's network of over 200 crisis centers has been in operation since 2005, and has been proven to be effective. It's the counselors at these local crisis centers who answer the contacts the Lifeline receives every day. Numerous studies have shown that callers feel less suicidal, less depressed, less overwhelmed and more hopeful after speaking with a Lifeline counselor.

Protective Custody Without Consent

Law enforcement shall use the standard form CFMH 3800, developed by the department pursuant to s. 397.321 to execute a written report detailing the circumstances under which the person was taken into custody. The written report shall be included in the patient's record.

System Oversight

In an effort to resolve complaints, grievances, and disputes which may arise during implementation of the plan, key personnel from each of the public or private receiving facilities are encouraged to communicate regularly and frequently between Baker Act / Marchman Act Advisory Committee meetings. The Baker Act / Marchman Act Advisory Committee will implement necessary actions in response to its ongoing review and any public or Central Florida Behavioral Health Network (CFBHN) review.

County representatives of Polk, Highlands and Hardee Counties along with CFBHN are responsible for providing oversight to the Circuit 10 Behavioral Health Transportation Plan. A collaborative conflict resolution process will be used to resolve issues concerning the Circuit 10 Behavioral Health Transportation Plan, approve interagency agreements, as well as coordinate other services needed for individuals beyond acute care services.

Interorganizational Collaboration

Implementing an excellent Transportation Plan on behalf of persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and behavioral health providers, Polk, Highlands and Hardee County hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Transportation Plan in Circuit10

DEFINITIONS

Baker Act:	The Florida Mental Health Act, Florida Statute Chapter 394, Part 1
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act, Florida Statute Chapter 397
Receiving Facility:	Any public or private facility designated by DCF to receive and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment.
Private Receiving Facility:	Any hospital or facility operated by a for-profit or not-for-profit corporation or association that provides mental health services and is not a public facility.
Public Receiving Facility:	Any facility that has contracted with DCF to provide mental health services to all persons, regardless of their ability to pay, and is receiving state funds for such purpose.

Attachments

8

Admission / Transfer for BayCare Behavioral Health Unit
Exclusion and Eligibility Recommendations

Revised
October 2019

Decisions outside of these criteria requires 1:1 discussion between ED Physician or Medical Hospitalist and a Psychiatrist or Medical Consultant

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
LABS / CHEMISTRY (parameters)	Lab values must be current (**72 hours** dependent on the medical condition) BayCare Behavioral Health Receiving Facilities cannot accept patients with abnormal labs outside of these values without prior approval: **HEMATOLOGY:** **Hemoglobin:** < 7 g/dL (unless stable or chronic condition) **WBC:** ≥ 20,000/mL (exceptions made for patients with stable CML) or ≤ 3,000/mL (unless stable or chronic condition) **Sodium:** < 128 mmol/L or ≥ 159 mmol/L **Potassium:** ≤ 3.0 mmol/L or ≥ 6.0 mmol/L Stable Chronic Dialysis patients will be accepted, individuals with acute uremia are not eligible for admission. Patients who require ≥ 2 units of PRBC's in a 24 hr period are not eligible for transfer **CRITICAL VALUES ADULT REFERENCE – UPPER LIMITS:** Chloride 113 mmol/L, Creatinine 2.0mg/dL (if chronic kidney disease may be stable, check for .5 changes in past 24 hours) Glucose 74 mg/dL, Glucose 300 mg/dL, Hematocrit 54%, Hemoglobin 19.9 mg/dL, Magnesium 3.3 mg/dL, Platelets 450 th/uL, Valproic Acid 150 mcg/mL. lithium 2.0,

CARDIAC **BLOOD PRESSURE:**	**FOR ALL FACILITIES: NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic tests for cardiac, they must reflect **medical** stability. **If original admission to hospital was for acute CHF,** CHF patients must meet BayCare Guideline for CHF Discharge. Ie lower weight, sodium above 135, 50% improvement in BNP. No individuals with significant alterations in their normal baseline BP unless clinically asymptomatic and on medication (if needed) **ADULTS** ≥ 180 mmHg / 110 mmHg or ≤ 90 mmHg / 60 mmHg • **If the Behavioral Health patient in the ER is asymptomatic and BP is not over 180/110– can go directly to BH.** • **If the Behavioral Health patient in the ER has known hypertension and has been prescribed hypertension meds but has not been taking them and BP is not over 180/110– ER can restart the patient on meds, then patient can go to BH.** • **If the Behavioral Health patient in the ER has high BP > 180/110 and is asymptomatic, and the ER cannot lower it, the patient must be admitted medically. If the ER lowers the BP, the ED physician should provide recommendations for Hypertension Treatment.** • **If the patient BP is over 180/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization.** **Child ages and 99 percentile parameters. Outside these parameters will require**

	telephonic consultation and approval by on call pediatric hospitalist or cardiologist: 16-18: >140/90 or <90/60 12-15: >125/80 or <90/60 6-11: >125/80 or <85/55 2-5: >115/75 or <80/45
DIABETES	All Behavioral Health transfers must have a measurable blood sugar ≤300 mg/d. Diabetic emergency conditions such as diabetic ketoacidosis (DKA) and hyperosmolar hyperglycemic syndrome (HHS) should be excluded prior to transfer. Standard Insulin Sliding Scale Regimens can be used prior to formal consultation with Internal Medicine on Psychiatric Unit. Implanted Pumps are allowed as long as they have a safety mechanism to prevent overuse**.**
OVERDOSES	Overdoses will be treated by the ED physician and will have a medical clearance order following stabilization. Individuals who are medically unstable will not be accepted. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs as related to the drug. (i.e., Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring **mucomyst treatment** must complete treatment at the medical facility. **ADULT REFERENCE – UPPER LIMITS:** Acetaminophen 150 mcg/mL, Carbamazepine 15 mcg/mL, Digoxin 2.4 mg/mL, Lithium 2.0 mmol/L, Phenobarbital 60 mcg/mL, Phenytoin 25 mcg/mL, Salicylate 31 mg/dL, Theophylline 20.1 mcg/mL, Vancomycin 40 mcg/mL
ALCOHOL / DRUGS **ETOH:**	Cannot be in severe withdrawal CIWA Score > 20. Cannot be primary need for treatment. Blood alcohol level must be < 300 mg/dL or should be anticipated to be < 300 based on ETOH clearance of 25 mg/dL/hour performed from time of lab draw, disorientation, altered mental status or unconsciousness cannot be admitted to Behavioral Health.
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours will require medical admission and treatment. Patients will need to be free of seizure activity for 24 hours to be accepted to a Behavioral Health unit.
SKIN/LINES/PORTS **WOUNDS:** **OSTOMY:** **BEDSORES:**	No patients receiving IV fluids/meds. Permanent access or surgically placed ports are eligible for transfer. Cannot accept wounds that require wet dressings or dry dressings that require intensive treatment due to their size and/or location. No Drainage tubes. Once daily dry dressings are acceptable if wound care nurse will follow the patient 2 to 3 times a week. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units within medical hospitals. No Patients with Stage 2, 3 or 4 bedsores or contact precautions.

MEDICAL CONDITIONS	Exclusion / Eligibility Recommendations
INFECTIONS	**ALL FACILITIES:** Cannot accept Patients with infections (URI's phlebitis, UTI's renal complications, cellulites, etc.), with elevated temperatures ≥ 101 degrees F and have not been treated by referring facility prior to transfer will not be accepted. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure. ***Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded.*** ***Elevated LFT's AST/ALT requires Hep A IGM antibody test prior to medical clearance. Hep A positive will not be accepted into behavioral health.*** Review with infection control on a case by case basis when results are borderline. Patients may have return trips back to the ER/hospital after this initial episode. Even if the liver enzymes have not returned to normal, they will NOT require any further isolation/precautions. Hepatitis A can only be acquired once and provides lifelong protection against a re-infection. **See BayCare policy and procedure.** ***Lice/Scabies requires 24-hour isolation post treatment per BayCare policy/procedure.*** ***MRSA positive/MDROs accepted per BayCare policy/procedure.***
RESPIRATORY	Individuals who have respiratory needs that require suction, or continuous oxygen, or have a recent tracheotomy are not accepted. No patients with Pulse Ox < 90% on room air will be accepted. Patients requiring continuous or intermittent oxygen during sleep will be accepted to psychiatric units within medical hospitals with medical bed capability. Patients requiring BiPAP will not be accepted to inpatient behavioral health units. Patients requiring CPAP are accepted.
Orthopedics/Oncology **BROKEN BONES:** **CANCER:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership. Generally unable to accept cases unless casting is complete. *Casting for fractures must be provided by the transferring facility prior to transfer*. Walking boots are permitted. Cannot accept patients actively receiving **daily/continuous** I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted
NUTRITION	Patients with NG or PEG tubes or who require enteral feeding tubes for metabolic stability maybe accepted at facilities. Patients unable to self-feed or take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes must be able to provide their own tube feedings.

OB/GYN PREGNANCY:	Cannot accept patients who are pregnant with complications requiring bed rest (pre-eclampsia). Pregnant patients in acute alcohol or opiate withdrawal need to be treated in an acute medical setting. 1. Patients in the first trimester should only have ultrasound if medically indicated by ED

	physician and in rare circumstances to confirm gestational age if no prior obstetrical care or inability to verify gestational age from patient history. Verification of fetal heart sounds is recommended. 2. Patients prior to **22** weeks will need an obstetrical consultation based on the discretion of the attending or if there are known medical problems being followed prenatally. Combine 1 and 2 because still first trimester. Ob consult or not **3.** Patients **22-34 weeks** of pregnancy must be placed in a psychiatric facility with immediate access to obstetrical services and should have an OB/GYN consultant**.** 4. Patients with complicating factors after **22** weeks of pregnancy or with conditions unable to participate in needed psychiatric care should be admitted to an obstetrical unit with immediate availability of psychiatric services and consultation.
AMBULATION	Patients with have gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for* psychiatric units **with medical bed capability.**
INCONTINENCE **CATHETERS: (without active infection)**	Patients with in-dwelling catheters (**leg bag/suprapubic)** who can perform self-care and have no active infectious process requiring isolation can be accepted. Patients requiring straight catheters who can perform self-cath/care **independently** can be accepted.

Lakeland Regional Health

Behavioral Health Medical Stability for Admission/Transfer
Exclusion and Eligibility Recommendations

Decisions outside of these criteria requires 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Acceptance Criteria
All Units will accept both Baker Act patients and voluntary patients. For any Baker Act patients, please note that criteria requires that there is reason to believe the person has a mental illness as defined in Section 394.455(18), Florida Statutes. The definition of mental illness excludes retardation or developmental disabilities, intoxication, or conditions manifested only by antisocial behavior, substance abuse impairment, dementia or, traumatic brain injury.

Unit Specific Guidelines	Exclusion Recommendations
Adult Behavioral Health	Bariatric patients who are non-ambulatory or require lift or transfer equipment, Continuous Oxygen, need for a medical bed, active *C. difficile* colitis
Specialty Care Behavioral Health	This unit has a combination of both medical beds and platform beds.
Child & Adolescent Behavioral Health	Less than 8 years old, Pediatric Wheelchair, Crutches, need of ADA restroom, need for a medical bed, Continuous Oxygen, active *C. difficile* colitis
All Behavioral Health Units	Central Lines, Canes, Continuous IV Fluid dependence, Telemetry/Cardiac Monitoring, BiPap if for respiratory failure, Blood Transfusions, Chest Tubes, recent tracheostomy requiring nursing care, Rectal Tube, insulin or cardiac IV drips, Scabies (unless treatment administered x24h), Lice (Unless treatment has been applied), Bed Bugs (until bathed and clothing removed/bagged) and, Active Hepatitis A, Active Infectious Diseases that are symptomatic and requiring isolation (such as TB, Varicella, COVID, flu) &/or respiratory, airborne or droplet precautions.

<table>
<tr><th>MEDICAL CONDITIONS</th><th colspan="6">Exclusion / Eligibility Recommendations</th></tr>
<tr><td>LABS / CHEMISTRY (parameters)</td><td colspan="6">When patients present with an Emergent Medical Condition (EMC) it is important that the condition is appropriately assessed and treated. A UDS and basic labs are often a fundamental part of a medical screening exam, which is required by law for Baker Act patients. However, a patient can be medically clear w/o UDS and labs based on discretion of the attending medical provider. If patient is deemed medically clear by an outside medical center we do not need to repeat UDS or bloodwork in LRH ED. The psychiatrist and the emergency room provider will work together to assess if the patient can safely be stabilized and cared for at the Harrell Family Center for Behavioral Wellness prior to labs or a UDS being completed. This same process applies to both adult and minor patients.

Lab values if required for medical clearance must be current (<u>within 72h old</u>). CMP, CBC, UDS.

If patient refuses labs, this requires MD to MD telephonic consultation to review prior to admission. Outside of these labs values below physician approval required. If only a few points from normal likely provider will approve acceptance:</td></tr>
<tr><td></td><td>HEMATOLOGY:</td><td>Hemoglobin:

Hematocrit:</td><td>Acute < 10 or Chronic <u>≤</u> 8

*acute drop in HgB will need further medical inquiry and a MD to MD conversation prior to admission.

Acute < 30 or Chronic < 25</td><td>Sodium:
Potassium:
Calcium:
SGOT/SGPT:
Amylase:</td><td>< 128 mmol/L or <u>≥</u> 159 mmol/L
<u>≤</u> 3.0 mmol/L or <u>≥</u> 6.0 mmol/L
<u>≤</u> 7.0 mmol/L or <u>≥</u> 11.0 mmol/L
<u>≥</u>350
>300</td></tr>
<tr><td></td><td></td><td>WBC:</td><td><u>≥</u> 20,000/mL (exceptions made for patients with stable CML) or <u>≤</u> 3,000/mL (unless stable or</td><td>CPK:</td><td>If > 1,000 IV hydration should be given prior to medical clearance.</td></tr>
</table>

		Platelets:	chronic condition) <50,000 (Unless verified as chronic)		
	Stable Chronic Dialysis patients are accepted, individuals with acute uremia are declined. **CRITICAL VALUES ADULT REFERENCE** Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability. History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease. Typically overdoses with drug levels above these upper limits are unstable, see overdose section below for specific levels. Metabolic/electrolyte abnormalities require a baseline EKG Upper limit Creatinine 2.5mg/dL (if CKD may be stable and will consider on case by case basis) Transfusion dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patients that require monthly transfusions that are considered stable. If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted				
CARDIAC	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** If patient has attained diagnostic cardiac testing they must reflect **medical** stability prior to acceptance. No individuals with rising enzymes who are still requiring monitoring are stable. If original admission to hospital was for CHF, medical assessment required to demonstrate condition is optimized. All new cardiac diagnoses (Afib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted.				

BLOOD PRESSURE:	Uncontrolled, unstable, or new brady or tachy arhythimias are not permitted. **ADULTS** Blood Pressure that is unexplained, sustained or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or less than 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Child ages and 99 percentile parameters. Outside these parameters will require telephonic consultation and approval by on call pediatric hospitalist or cardiologist:** 16-17: >140/90 or <90/60 12-15: >125/80 or <90/60 10-11: >125/80 or <85/55
ENDOCRINE **DIABETES:**	If Blood glucose is <50 or Hyperglycemic requiring IV treatment is not accepted New diagnosis of Diabetes will not be accepted until blood sugars stabilized. For pediatric patients with new onset diabetes sugar stabilization takes longer so hyperglycemia may be permitted after discussion MD to MD, but anything <50 remains exclusionary. Implanted Pumps should be removed and basal/bolus insulin begun prior to arrival on BH Unit. Sliding scale insulin is not sufficient at time of pump removal.
OVERDOSES	Overdoses like these: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc., require specific labs as related to the drug and will monitored till patient stable. Acetaminophen OD will require APAP levels, liver function tests and will require repeat draws to ensure decreasing levels. Individuals requiring mucomyst treatment must complete treatment in medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (such as but not limited to: Cardiac medications, Tricyclic class antidepressants, all Psychotropics) should have a baseline EKG. It is NOT a requirement to call Poison Control on every overdose.

	Poison Control is involved at the discretion of the ED provider who is clearing the patient.
ALCOHOL / DRUGS **ETOH:**	If substance related psychosis is so severe IV sedation may be required ICU admission needs to be considered. Cannot be in severe withdrawal CIWA Score > 20. Disorientation, altered mental status, unconsciousness or actively hallucinating regardless of BAL level cannot be admitted to Behavioral Health and should be considered for medical admit due to Delirium Tremens. If no evidence of DT's BAL guidelines are below: • If BAL is >375 at ANY time, regardless how fast it comes down, patient is unstable to detox in a BH unit, medical admission is recommended. • A provider to provider telephonic consultation is required if go outside of this recommendation. For Minors less than 18yo, intoxication levels vary greatly by BMI. • If Blood Alcohol is <200 stable for admission to Child/ADL BH Unit. • If Blood Alcohol is > than 200 at ANY time during their evaluation they will need to stay in the ED till coherent/medically stable and BAL <200 or be admitted medically. A provider to provider telephonic consultation is required to discuss case to individualize plan to the patient.
NEUROLOGICAL **HEAD TRAUMA:** **SEIZURES:**	Primary Diagnosis of Traumatic Brain Injury is not permitted. Primary Diagnosis of Neurological Movement Disorder such at Huntington's Disease is not permitted. Primary Diagnosis of Dementia is not permitted. Individuals with recent head trauma (<2 weeks) and with neurocognitive features of traumatic brain injury (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance. Patients that have a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the Behavioral Health unit unless and until patient has been free of seizure activity for 24 hours.

	Concerns for pseudo seizures can be discussed on a case by case basis.
SKIN/LINES/PORTS **WOUNDS:** **OSTOMY:** **DIALYSIS:**	No patients dependent on continuous IV fluids or meds. No Central Lines are allowed, only peripheral IV's and midlines. Permanent access or surgically placed ports are eligible for transfer. Complex wound care will need to have a MD to MD conversation and be reviewed with nursing leadership. Wound vacs are not permitted. Sutures and Dermabond preferred over staples as staples pose increased risk of re-injury to patient. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for psychiatric units with MD approval. Acute Renal Failure requiring Hemodialysis are not permitted. Peritoneal dialysis is not routinely permitted. End Stage Renal Disease (ESRD) is accepted.

INFECTIONS	Cannot accept Patients with infections (URI's, phlebitis, UTI's renal complications, cellulites, etc.), who also has elevated temperatures ≥ 101 degrees F. COVID Consideration: Patients will only be tested if they are symptomatic. If the patient is positive, the patient must be fever free without fever reducing medications for 24 hours. The patient must also have resolving symptoms. Acceptance of patients with an active infectious process that requires any type of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per inflection control policy and procedure.

	Clear documentation of treatment and declining temperatures consistently < 101 degrees F must be recorded. *Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IGM antibody test prior to medical clearance. If IgM Hep A positive, must be over 1 week after onset of jaundice to be accepted into behavioral health and cooperative with hand hygiene using soap and water after toileting. Review with infection control on a case-by-case basis when results are borderline.* *Lice – accepted only after treatment has been applied Scabies –* *accepted only after treatment administered x24h* *Bed Bugs – accepted only after all clothing removed, belongings bagged, and patient bathed MRSA* *positive/VRE – accepted, no isolation required.* *C-diff – not accepted, unable to safely isolate.* *Decline: C-Diff, Active COVID, Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as varicella or influenza that require Airborne or Droplet/Contact Precautions*
RESPIRATORY	Individuals who have respiratory needs that require suction Patients with recent tracheotomy or who require suctioning are not accepted. If requires continuous Oxygen will need MD to MD approval. Nocturnal BiPAP/CPAP will be accepted to inpatient behavioral health units, will require 1:1 COA sitter. BiPAP/CPAP for respiratory failure are not permitted.
ORTHO **Fractures/Durable Medical Equip Needs:**	Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH clinical leadership and MD. Hard casts and Walking boots are permitted but requires increased observation. No Canes but Walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous I.V. chemotherapy or radiation treatment. P.O chemotherapy accepted as long a certified oncology nurse is not required to administer medication.

NUTRITION	Temporary enteral feeding tubes are not accepted. Patients with PEG tubes are accepted Patients unable to take basic nutrition by mouth or who cannot void prior to transfer are excluded. Patients with PEG tubes not on Specialty Unit must be stable for bolus feedings.
OB/GYN **PREGNANCY:**	Ultrasound required on all pregnant patients to confirm gestational age prior to acceptance. If patient is medically clear with no OB complaints they can be accepted. If due to gestational age or OB complaint, LRH ED MD will call OB GYN MD Hospitalist for OB consult upon arrival to ED. OB will determine medical stability and write order for level of monitoring and frequency if stable to admit to BH unit. If not stable from OB point of view will be taken to OB ED and if necessary admitted to OB MD service with psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH unit.
AMBULATION	Patients with gait impairment who cannot ambulate independently and without assistive devices (wheelchairs, crutches, canes, walkers), require bedside rails, adjustable beds, HOB > 30 degrees, (ie: symptomatic CHF, COPD or aspiration risk), bowel/bladder assistive care, personal care-bathing/dressing *are eligible for Specialty Unit,* as long as other criteria are met. Patients need to be able to perform ADLs independently within reason on all other units. Wheelchairs accepted to units other than Specialty Unit after MD to MD conversation.
INCONTINENCE **CATHETERS:**	Patients with in-dwelling catheters (leg bag/suprapubic) who can perform self-care and have no active infectious process can be accepted to Specialty Unit only due to safe placement of foley bag. Patients requiring straight catheters who can perform self-cath/care independently can be accepted. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for Specialty Unit only. All in-dwelling catheters require a COA 1:1 increased observation.

MEDICAL STABILIZATION GUIDELINES

Criteria for Accepting Baker Act Transfers from Medical Providers (Hospitals)
to Free Standing Baker Act Receiving Facilities (Crisis Stabilization Units)

POLK, HIGHLANDS AND HARDEE COUNTIES

Effective: May 02, 2011, Updated March 1, 2019, November 9, 2020, January 28, 2021, July 1, 2025

These guidelines have been developed collaboratively to provide guidance regarding the appropriate referral and transfer of patients who have been examined and/or treated for medical issues prior to their transfer to a non-medical facility.

If a potential Baker Act patient arrives at a medical provider facility for an emergent medical condition, the condition will be treated/addressed as medically appropriate. All patients referred by a medical provider to a non-medical provider (crisis stabilization unit) for admission will be screened by the medical provider for medical illnesses/complications and medical stability prior to approving the patient for transfer. In all cases, sharing of information and agreement to accept the transfer from the medical provider to the non-medical provider will be obtained prior to the actual patient transfer taking place.

There is no requirement in Florida statute that medical clearance must be obtained prior to a person being transported by law enforcement to a non-medical provider Baker Act Receiving facility. If law enforcement believes there may be a medical issue or complication occurring, then medical clearance should be sought prior to bringing a person to a non-medical provider.

For the medical safety of all persons involved, patients that are at or are being seen by a medical provider must be medically stable for transfer and not need immediate emergent or urgent care or follow-up medical care prior to a transfer, drop-off or admission to a non-medical provider location.

To help facilitate the transfer process there should be a registered nurse phone consultation call between the facilities prior to transfer acceptance - this should be a registered nurse to registered nurse call. During this call the patient's clinical and medical status and stability is to be discussed and agreed upon. The patient's medical record, including diagnostic and laboratory test results, should be provided by fax or secure email, so it may be discussed during the registered nurse consult call in advance of the transfer.

A patient must be stabilized at the time of transfer and have supporting documentation of medical stability. *"Stabilized" in accordance with s.395.002(29) F.S. means that no material deterioration of the condition is likely, within reasonable medical probability, to result from the transfer of the patient from a hospital. Per the definition above, hospitals use the term "stabilized" to mean that the emergency medical condition has been resolved (meaning that it is no longer an emergency, not that the medical condition no longer exists) and also that a person can be transferred, in accordance with s. 395.002 (29) and EMTALA.*

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DEFINITIONS/REFERENCES

EMERGENCY MEDICAL CONDITION	A medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that absence of immediate medical attention could reasonably be expected to result in serious jeopardy to patient health, serious impairment to bodily function or serious dysfunction of any bodily organ or part. (*FS 395*).
MEDICAL STABILITY AND PSYCHIATRIC TRANSFERS	Receiving facilities shall closely scrutinize the medical screening to determine whether the patient was actually assessed with a purpose of ruling out other conditions or whether the examination was a perfunctory "cleared for psych" that failed to address underlying issues. The medical screening examination must be adequate not only to define the psychiatric problem, but also to reveal any physical illness or trauma. The treatable psychiatric symptoms/problem(s) must exceed any medical problems for the patient to be placed in an inpatient psychiatric unit. (*CMS publication 100-02, Medicare Benefit Policy Manual, Chapter 2, Sections 20, 20.1…) (HCFA, State Operations Manual Pub. 7 6/1998)*.

Laboratory and diagnostic testing is expected to only be performed on medically compromised patients and is not expected to be performed for routine screening purposes. If Labs are performed, the lab values must be current (within past 24-48 hours) to be used to determine suitability for patient stability and transfer. **Any lab levels that fall outside the established guidelines stated in this document may require a Physician-to-Physician review. *Denial of acceptance of a patient outside of these guidelines requires a physician-to-physician consultation.***

LABORATORY AND MEDICAL CONDITIONS THAT MAY DELAY OR PREVENT ADMISSION TO A NON-MEDICAL PROVIDER:

MEDICAL ISSUE	EXPLANATION - DEFINITION
1. AMBULATION	Patients who cannot ambulate independently and without assistive devices (crutches, canes, walkers), require bedside rails, adjustable beds, or Geri-chairs. May not be appropriate and require a case-by-case review for approval.
2. CARDIAC	PLATELETS: < 50,000 BNP: > 400 **** NO Patients who require cardiac monitoring or oxygen therapy may be admitted.**
3. DIABETES	Uncontrolled or untreated diabetes with blood levels < 70 or > 350meq.
4. EKG & CARDIAC CONDITIONS	Active chest pain, prior stents, prior coronary artery bypass graft (CABG) and any abnormal results require physician

MEDICAL ISSUE	EXPLANATION - DEFINITION
	prior approval
5. ELECTROLYTES	SODIUM: < 130 OR >150 POTASSIUM: < 3.2 OR >5.8 CALCIUM: < 6.5 OR >10.5

MEDICAL ISSUE	EXPLANATION – DEFINITION
6. ETOH/DRUGS	Cannot be the primary need for treatment. Co-occurring is OK. BAL must be < 300 or patient must be able to ambulate with a steady gate and have clear coherent speech. Will NOT accept individuals requiring methadone for opiate addiction.
7. HEAD TRAUMA	Individuals with recent head trauma (2 weeks) & first onset of mental status change with no prior history. Individuals without documented neurological exam and/or appropriate head scan that will rule out medical instability, neurological and organic origins of psychiatric symptomatology.
8. HEMATOLOGY	HEMOGLOBIN : < 10.0 Hemoccult + (unless prior history of anemia) HEMATOCRIT: < 30.0 WBC: > 16,000 (unless acceptable medical explanation i.e. pregnancy, steroid use)
9. I & O	Patients unable to feed self or take basic nutrition by mouth OR who cannot void prior to transfer. Must be able to chew and swallow food. No indwelling catheters. Self-care catheters only with prior approval by the physician.
10. INFECTIONS	Cannot accept patients with an active infectious process that requires any type of isolation and whose treatment and/or management is unable to prevent cross contamination of other individuals in an ambulatory unit environment. Individuals unable to maintain control of bodily eliminations as related to diseases or infections transmitted via blood or body fluids. Infections (URI's, phlebitis, UTI's, Cellulitis etc.) with elevated temperatures > 38 and have not been treated by referring facility prior to transfer. Cannot accept patients where VRE is colonized in the stool. Cannot accept patients with C-Difficile. ***Require physician approval for all referrals receiving treatment.***

MEDICAL ISSUE	EXPLANATION – DEFINITION
11. IV FLUIDS	No patients receiving IV fluids/meds. All IV ports must be removed prior to transfer. Permanent access or surgically placed ports must not be in use or require Heparin flushing unless approved by a physician.
12. LIVER	AMYLASE: > 350 AST: > 250 LDH: >350
13. MED/SURGICAL	Individuals who require urgent medical/surgical follow-up, who do not have a documented treatment plan and follow-up appointments in place. Patients with complex medical-surgical issues or needing procedures that could potentially prevent participation in the active treatment program will be reviewed on an individual basis. Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory). Unable to accept cases unless hard or soft casting is complete. Cannot accept patients that are actively receiving chemotherapy or radiation treatment. Cannot accept patients who are pregnant with complications requiring bed rest or within 4-6 weeks of due date.
14. OVERDOSES	Patients known to have ingested an overdose of any substance are not to be transferred/admitted to the CSU without the approval from the provider on-duty/on-call. ALL of the following considerations must be met prior to transfer/admission: 1. Patient is alert and able to communicate adequately for the RN to assess physical and mental status. 2. Vital signs and gross neurological signs are documented as within normal limits. 3. Individuals requiring Mucomyst treatment IV or PO must complete treatment at the medical provider facility and have labs within acceptable ranges before transfer. 4. Cardiac status is considered stable per cardiologist evaluation and a copy of most recent EKG is included in documentation received at CSU. 5. Referring physician documents patient is medically stable. 6. PRC psychiatrist agrees to accept patient for admission to CSU. Persons who are NOT medically stable will not be accepted and should not be transferred. Overdoses (Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc.) require specific labs related to the overdosed drug. Acetaminophen overdoes will require APAP levels and LFT's & will require repeat draws to ensure

	decreasing levels.
15. PULSE OXIMETRY	> 90 % - Sustained reading within parameters required for 2 consecutive readings
MEDICAL ISSUE	**EXPLANATION – DEFINITION**
16. RENAL (No pts on dialysis)	BUN: > 50 CREATININE: > 2.5
17. RESPIRATORY	Individuals requiring nebulizer treatments or have respiratory issues that require suction; individuals with a recent tracheotomy and/or those who require continuous oxygen. No patients who are actively using a CPAP machine unless approved by the physician.
18. SEIZURES	Patients with known epileptic seizure history who have not been taking anti-convulsive medication with positive recent seizure history (within 72 hours). No documentation of administering appropriate anti-convulsive medication or monitoring for a therapeutic level is evident. Non-medication compliant epileptic seizure patients will need loading dose. Status "Epilepticus" individuals will not be considered for admission until seizure free for up to 72 hours.
19. SKIN	Cannot accept wounds that require wet dressings or dry dressings that require intensive daily treatment due to their size and/or location. Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care will be reviewed for possible admission and require physician approval. No patients with Stage 2, 3, or 4 bedsores.
20. VITAL SIGNS	TEMPERATURE > 38 (100.4 F) BLOOD PRESSURE Adult > 170/110 OR < 90/60 Child > 130/90 OR < 90/60 PULSE Adult > 120 Child > 130
21. Special Formulary	Cannot accept inpatient admissions requiring Methadone, Suboxone or Morphine treatment

22. Diagnostics	Lithium level >2.0
23. Pregnancy	Pregnancies considered "high risk" require clearance by an OB/GYN provider. Consultation at the referring facility must occur prior to the transfer.
24. Isolation Precautions	Cannot accept patients requiring contact isolation, airborne or droplet precautions (e.g. MRSA, VRE, RSV, C. Difficile, etc.)

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PEACE RIVER CENTER, MEDICAL DIRECTOR

Advent Health Behavioral Health Medical Stability for Admission/Transfer
Exclusion and Eligibility Recommendations

Decisions outside of these criteria require 1:1 discussion between ED Physician/Medical Hospitalist and a Psychiatrist/Medical Consultant

Admission Criteria Checklist for SAMH Admissions				
	Patient has legal status (Baker Act or Voluntary)		**Medical Clearance is complete and includes:**	
	Legal paperwork is complete w/dates and signatures		**-CBC with Diff / WBC between 3500-15000**	
	Patient is 60+ years of age or older		**-Potassium between 3.0-5.5**	
	Danger to Self (Suicidal Ideations, Plan, or Actions)		**-Sodium between 128-152**	
	Danger to Others (Homicidal Ideations, Assaultive, Destroyed Property)		**-BUN <30**	
	Psychosis w/Command Hallucinations		**-Creatinine <2.0**	
	Psychomotor Agitation (Mania) that impacts ability to complete ADLs		**-Urinalysis w/ <2+ Bacteria or Blood**	
	Decline in Self-Care abilities that prevents adequate nutrition/hygiene		**-BP w/ DBP between 50-110**	
	Cognitive Impairment w/Psychiatric Comorbidity that needs stabilized (Depression, Behavioral Disturbance, Psychosis)		**-Pulse between 50-110**	
			-Oral Temperature <101◦F	
	Failure of Outpatient Psychiatric Treatment d/t increase in severity of symptoms, non-compliance,		**-Alcohol Level <200**	
			-Narcan reversal completed 4+ hours *prior to medical clearance*	

	or inadequate clinical response to treatment			

Unit-Specific Guidelines	**Exclusion Recommendations**
SAMH	< 60 years old
All BH Units	**Central/PICC/Midlines**, Canes, **Continuous IV Fluid Dependence or IV Push Medications**, Telemetry/Cardiac Monitoring, BiPAP/CPAP if for Respiratory Failure, Blood Transfusions, Chest Tubes, Recent Tracheostomy requiring Nursing Care, Rectal Tube, Insulin or Cardiac IV Drips, Scabies (unless treatment administered x24 hours,) Lice (unless treatment has been applied,) Bed Bugs (until bathed and clothing removed,) Active Hepatitis A, Infectious Disease (such as TB, Varicella) requiring Respiratory, Airborne, or Droplet Precautions, **Patients whose alternative placement choice is incarceration, Patients with primary diagnosis of Developmental Delay**
Medical Conditions	**Exclusion/Eligibility Recommendations**
LABS / CHEMISTRY (Parameters)	**Lab values must be current (within last 72 hours.)** CMP, CBC, UDS, UA, and Urine Pregnancy on females required at minimum on all BH Patients.

HEMATOLOGY:	**Hemoglobin:**	Acute < 10 Chronic ≤ 8	**Sodium:** **Potassium:** **Calcium:**	**< 128 mmol/L or ≥ 152 mmol/L** **< 3.0 mmol/L or ≥ 5.5 mmol/L** ≤ 7.0 mmol/L or ≥ 11.0 mmol/L
	Hematocrit:	Acute < 30 Chronic < 25	**SGOT/SGPT:** **Amylase:**	≥ 350 > 300
	WBC:	**≥ 15,000/mL** **or** **≤ 3,500/mL**	**BUN:** **Creatinine:**	**>30** **>2.0**
	Platelets:	< 50,000	**CPK:**	If > 1,000, IV hydration should be given prior to medical clearance.

CRITICAL VALUES ADULT REFERENCE

Acute changes in lab values that are more or less than 2x normal levels, typically will be critical values, will need careful consideration and most likely MD to MD conversation about stability.

History of Thyroid disorder requires a TSH level within the last 30 days to rule out medical reasons for mood and emotional dysregulations. Medical admission may be warranted if behavior related to thyroid disease.

Typically overdoses with drug levels above these upper limits are unstable, see Overdose Section below for specific levels.

Metabolic/electrolyte abnormalities require a baseline EKG.

UA: >2+ Bacteria or Blood is not accepted

	Transfusion-dependent blood dyscrasias are not stable nor accepted, except Sickle Cell patient that require monthly transfusions that are considered stable. Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted.
CARDIAC **BLOOD PRESSURE:**	**NO PATIENTS WHO REQUIRE TELEMETRY MONITORING.** **Patients with chest pain are not permitted.** **Pulse: between 50-110 for acceptance** If patient has attained diagnostic cardiac testing, they must reflect medical stability prior to acceptance. No individuals with rising enzymes who require monitoring are stable. If original admission to hospital was for CHF, medical assessment requires to demonstrate condition is optimized. All new cardiac diagnoses (A-Fib, CHF, ACS) should have maximum medical stabilization prior to acceptance, preferably in a medical unit. Symptomatic hypertension/hypotension requiring IV therapeutics are not permitted. Uncontrolled, unstable, or new brady or tachy arrythmias are not permitted. Blood Pressure that is unexplained, sustained, or unresponsive to treatment ≥ of 190 mmHg / 110 mmHg or < 90 mmHg / 60 mmHg should be considered for medical stabilization prior to admission. If the patient BP is over 190/110 and has symptoms of dizziness, SOB, chest pain or headache, the patient must be admitted medically for stabilization. **Diastolic BP must be between 50-110.**
ENDOCRINE **DIABETES:**	Blood Glucose < 50 or Hyperglycemia requiring IV treatment is not accepted. New diagnosis of Diabetes will not be accepted until blood sugars stabilize. Implanted Pumps should be removed, and a basal/bolus insulin begun prior to arrival on BH Unit. Sliding Scale insulin is not sufficient at time of pump removal.
OVERDOSES	**Opiate overdose that required reversal with Narcan <4 hours ago are not permitted.** Overdoses such as: Acetaminophen, Dilantin, Lithium, Phenobarbital, Depakote, etc. require specific labs as related to the drug. Acetaminophen OD will require APAP levels, liver function tests, and repeat draws to ensure decreasing levels. Individuals requiring Mucomyst treatment must complete treatment in a medical unit before transfer. Any medication overdoses known to cause EKG abnormalities (including, but not limited to: cardiac medications, tricyclic-class antidepressants, and all psychotropics) should have a baseline EKG.

ALCOHOL / DRUGS	**Primary Drug or Alcohol diagnosis without documented psychiatric comorbidity is not permitted.** If substance-related psychosis is so severe IV sedation may be required, and ICU admission should be considered.
ETOH:	**Cannot be in acute withdrawal (Delirium Tremens, CIWA Score > 20)** Disorientation, altered mental status, unconsciousness, or actively hallucinating, regardless of BAL, cannot be admitted to BH Unit and should be considered for medical admission due to Delirium Tremens (DTs.) If no evidence of DTs, BAC level guidelines are as follows: • If BAL < 200: stable for admission to BH Unit
NEUROLOGICAL	**Patients with recent head or spinal cord trauma are not permitted.** Primary Diagnosis of Traumatic Brain Injury (TBI) is not permitted. Primary Diagnosis of Neurological Movement Disorder, such as Huntington's, is not permitted.
HEAD TRAUMA:	Individuals with recent head trauma (< 2 weeks) and with neurocognitive features of TBI (new onset of memory, balance, executive function impairment) will need to have a documented recent neurological exam as part of the physical exam and appropriate testing to exclude bleeding or other acute intracranial anatomic abnormalities prior to acceptance.
SEIZURES:	**New onset of uncontrolled seizures are not permitted.** Patients with a known seizure disorder who have had a seizure (witnessed or unwitnessed) within the last 24 hours are not appropriate for admission to the BH Unit unless/until patient has been free of seizure activity for 24 hours. Concerns for pseudo-seizures can be discussed on a case-by-case basis.
SKIN / LINES / PORTS	**No patients dependent on continuous IV fluids or IV push meds.** **No Central Lines, PICC Lines, or Midlines are permitted.** Permanent access or surgically placed ports are eligible for transfer.
WOUNDS:	**Complex wound care, including wound vacs, are not permitted.** Sutures and Dermabond preferred over staples, as staples pose increased risk of re-injury to patient.
OSTOMY:	Cannot accept individuals who require ostomy or stoma care. Individuals who are capable of self-care are eligible for BH Unit with MD approval.
DIALYSIS:	**Peritoneal Dialysis is not permitted.** **Intake to contact On-Call Practitioner to review/accept *every* dialysis admission.** • Dialysis-dependent Acute Renal Failure are not permitted. • End Stage Renal Disease (ESRD) is accepted.
INFECTIONS	**Infections requiring more than Contact Isolation are not permitted.**

	Acceptance of patients with an active infectious process that requires any time of isolation will be assessed to determine the risk of cross-contamination of other individuals in an ambulatory unit environment per Infection Control Policy and Procedure. Cannot accept patients with infections (URIs, phlebitis, UTIs, renal complications, cellulitis, etc.) who also has **elevated temperatures ≥ 101◦F.** *Clear documentation of treatment and declining temperatures consistently < 101◦F must be recorded.* Elevated liver enzymes AST/ALT (SGOT/SGPT) requires a negative Hep A IgM antibody test prior to medical clearance. If IgM Hep A positive, must be over one week after onset of jaundice to be accepted into BH Unit and cooperative with hand hygiene, using soap and water after toileting. Review with Infection Control on a case-by-case basis when results are borderline. Lice – accepted only after treatment is applied Scabies – accepted only after treatment administered x24 hours Bed Bugs – accepted only after all clothing removed and bathed MRSA +/MDROs/VRE – accepted and isolated if room available C-diff – accepted only to rooms with appropriate sink for handwashing Decline: Uncontrolled secretions, diarrhea of unknown etiology, norovirus, diseases such as Varicella or Influenza that require Airborne or Droplet Contact Precautions.
RESPIRATORY	**O2 needs >5L via NC are not permitted.** Individuals who have respiratory needs that require suction – patients with recent tracheotomy or who require suctioning are not accepted. Nocturnal BiPAP/CPAP will be accepted to inpatient BH Unit, will require 1:1 COA. BiPAP/CPAP for Respiratory Failure are not permitted.
ORTHO **FRACTURES:** **DURABLE MEDICAL EQUIPMENT NEEDS:**	**Complex Orthopedic issues are not permitted.** Broken bones that require the service of a physical therapist or total bed rest (non-ambulatory) will be reviewed on a case-by-case basis by BH Clinical Leadership and MD. Hard casts/walking boots are permitted, will require 1:1 COA. No canes, but walkers and wheelchairs are allowed as indicated with safety measures in place.
ONCOLOGY	Cannot accept patients actively receiving daily/continuous IV chemotherapy or radiation treatment. PO chemotherapy accepted if certified oncology nurse is NOT required to administer medication.

NUTRITION	**Tube feedings that cannot be independently managed by the patient are not accepted.** Temporary enteral feeding tubes are not accepted. Patients unable to take basic nutrition by mouth or cannot void prior to transfer are excluded.
OB/GYN - **PREGNANCY**	If pregnant, MD-to-MD conversation must occur before acceptance. If appropriate, ED MD will call OB/GYN MD Hospitalist for consult if needed. OB will determine medical stability and write order for level of monitoring and frequency, if stable to admit to BH Unit. If not stable from OB standpoint, patient will be taken to OB ED and then, if appropriate, admitted to OB MD service with Psych consult placed. OB Team Lead will make daily visits based on ordered frequency for specialized monitoring while on the BH Unit.
AMBULATION	**Bedbound patients unable to participate in programming are not permitted.** Patients with gait impairment who cannot ambulate independently and without assistive devices, require bedside rails, adjustable beds, HOB >30◦, bowel/bladder assistive care, personal care are eligible for admission to the SAMH.
INCONTINENCE - **CATHETERS**	**Patients with urinary retention requiring foley catheter are not permitted.** Patients requiring straight catheters who can perform self-care independently can be accepted to the BH Unit. Patients with indwelling catheters who can perform self-care and have no active infectious process can be accepted to the SAMH. Patients requiring straight I/O caths or daily foley care by nursing staff are eligible for the SAMH. All indwelling catheters require a 1:1 COA.

394.462 Transportation.— A transportation plan shall be developed and implemented by each county in collaboration with the managing entity in accordance with this section. A county may enter into a memorandum of understanding with the governing boards of nearby counties to establish a shared transportation plan. When multiple counties enter into a memorandum of understanding for this purpose, the counties shall notify the managing entity and provide it with a copy of the agreement. The transportation plan shall describe methods of transport to a facility within the designated receiving system for individuals subject to involuntary examination under s. 394.463 or involuntary admission under s. 397.6772, s. 397.679, s. 397.6798, or s. 397.6811, and may identify responsibility for other transportation to a participating facility when necessary and agreed to by the facility. The plan may rely on emergency medical transport services or private transport companies, as appropriate. The plan shall comply with the transportation provisions of this section and ss. 397.6772, 397.6795, 397.6822, and 397.697.

(1) TRANSPORTATION TO A RECEIVING FACILITY.—

(a) Each county shall designate a single law enforcement agency within the county, or portions thereof, to take a person into custody upon the entry of an ex parte order or the execution of a certificate for involuntary examination by an authorized professional and to transport that person to the appropriate facility within the designated receiving system pursuant to a transportation plan.

(b)1. The designated law enforcement agency may decline to transport the person to a receiving facility only if:

a. The jurisdiction designated by the county has contracted on an annual basis with an emergency medical transport service or private transport company for transportation of persons to receiving facilities pursuant to this section at the sole cost of the county; and

b. The law enforcement agency and the emergency medical transport service or private transport company agree that the continued presence of law enforcement personnel is not necessary for the safety of the person or others.

2. The entity providing transportation may seek reimbursement for transportation expenses. The party responsible for payment for such transportation is the person receiving the transportation. The county shall seek reimbursement from the following sources in the following order:

a. From a private or public third-party payor, if the person receiving the transportation has applicable coverage.

b. From the person receiving the transportation.

c. From a financial settlement for medical care, treatment, hospitalization, or transportation payable or accruing to the injured party.

(c) A company that transports a patient pursuant to this subsection is considered an independent contractor and is solely liable for the safe and dignified transport of the patient. Such company must be insured and provide no less than $100,000 in liability insurance with respect to the transport of patients.

(d) Any company that contracts with a governing board of a county to transport patients shall comply with the applicable rules of the department to ensure the safety and dignity of patients.

(e) When a law enforcement officer takes custody of a person pursuant to this part, the officer may request assistance from emergency medical personnel if such assistance is needed for the safety of the officer or the person in custody.

(f) When a member of a mental health overlay program or a mobile crisis response service is a professional authorized to initiate an involuntary examination pursuant to s. 394.463 or s. 397.675 and that professional evaluates a person and determines that transportation to a receiving facility is needed, the service, at its discretion, may transport the person to the facility or may call on the law enforcement agency or other transportation arrangement best suited to the needs of the patient.

(g) When any law enforcement officer has custody of a person based on either noncriminal or minor criminal behavior that meets the statutory guidelines for involuntary examination pursuant to s. 394.463, the law enforcement officer shall transport the person to the appropriate facility within the designated receiving system pursuant to a transportation plan. Persons who meet the statutory guidelines for involuntary admission pursuant to s. 397.675 may also be transported by law enforcement officers to the extent resources are available and as otherwise provided by law. Such persons shall be transported to an appropriate facility within the designated receiving system pursuant to a transportation plan.

(h) When any law enforcement officer has arrested a person for a felony and it appears that the person meets the statutory guidelines for involuntary examination or placement under this part, such person must first be processed in the same manner as any other criminal suspect. The law enforcement agency shall thereafter immediately notify the appropriate facility within the designated receiving system pursuant to a transportation plan. The receiving facility shall be responsible for promptly arranging for the examination and treatment of the person. A receiving facility is not required to admit a person charged with a crime for whom the facility determines and documents that it is unable to provide adequate security, but shall provide examination and treatment to the person where he or she is held.

(i) If the appropriate law enforcement officer believes that a person has an emergency medical condition as defined in s. 395.002, the person may be first transported to a hospital for emergency medical treatment, regardless of whether the hospital is a designated receiving facility.

(j) The costs of transportation, evaluation, hospitalization, and treatment incurred under this subsection by persons who have been arrested for violations of any state law or county or municipal ordinance may be recovered as provided in s. 901.35.

(k) The appropriate facility within the designated receiving system pursuant to a transportation plan must accept persons brought by law enforcement officers, or an emergency medical transport service or a private transport company authorized by the county, for involuntary examination pursuant to s. 394.463.

(l) The appropriate facility within the designated receiving system pursuant to a transportation plan must provide persons brought by law enforcement officers, or an emergency medical transport service or a private transport company authorized by the county, pursuant to s. 397.675, a basic screening or triage sufficient to refer the person to the appropriate services.

(m) Each law enforcement agency designated pursuant to paragraph (a) shall establish a policy that reflects a single set of protocols for the safe and secure transportation and transfer of custody of the person. Each law enforcement agency shall provide a copy of the protocols to the managing entity.

(n) When a jurisdiction has entered into a contract with an emergency medical transport service or a private transport company for transportation of persons to facilities within the designated receiving system, such service or company shall be given preference for transportation of persons from nursing homes, assisted living facilities, adult day care centers, or adult family-care homes, unless the behavior of the person being transported is such that transportation by a law enforcement officer is necessary.

(o) This section may not be construed to limit emergency examination and treatment of incapacitated persons provided in accordance with s. 401.445.

(2) TRANSPORTATION TO A TREATMENT FACILITY.—

(a) If neither the patient nor any person legally obligated or responsible for the patient is able to pay for the expense of transporting a voluntary or involuntary patient to a treatment facility, the transportation plan established by the governing board of the county or counties must specify how the hospitalized patient will be transported to, from, and between facilities in a safe and dignified manner.

(b) A company that transports a patient pursuant to this subsection is considered an independent contractor and is solely liable for the safe and dignified transportation of the patient. Such company must be insured and provide no less than $100,000 in liability insurance with respect to the transport of patients.

(c) A company that contracts with one or more counties to transport patients in accordance with this section shall comply with the applicable rules of the department to ensure the safety and dignity of patients.

(d) County or municipal law enforcement and correctional personnel and equipment may not be used to transport patients adjudicated incapacitated or found by the court to meet the criteria for involuntary placement pursuant to s.

394.467, except in small rural counties where there are no cost-efficient alternatives.

(3) TRANSFER OF CUSTODY.—Custody of a person who is transported pursuant to this part, along with related documentation, shall be relinquished to a responsible individual at the appropriate receiving or treatment facility.

History.—s. 15, ch. 96-169; s. 48, ch. 2000-139; s. 3, ch. 2009-38; s. 12, ch. 2016-241; s. 17, ch. 2018-111.

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AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Deductive Change Order 1 for ITB 25-008
SUGGESTED ACTION:	- Motion to approve deductive change order number 1 with Cobb Site Development, LLC for ITB number 25-008; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

REV_Agenda Memo_CO#1_Locklar Removal_Kelley Roberts _Sweetwater SOW.pdf
ITB No. 25-008 - REV_Change Order No1.pdf
EXECUTED Reso 2025-70.pdf
NTP_ITB 25-008_Cobb.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: ITB # 25-008 Change Order #1 For Removal of Locklar Bridge Repair, Scope of Work Changes for Kelley Roberts Road Bridge and Sweetwater Road Bridge Repairs with an 80-Day Time Extension

Date: May 7, 2026

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

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DISTRICT 3

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TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

MAILING ADDRESS
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Wauchula, FL 33873

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This Change Order for Hardee County's bridge repair project—damaged by Hurricane Ian—reduces the total contract cost by **$74,503.22** and extends the completion deadline from May 13, 2026, to **August 1, 2026**. The extension was requested due to the temporary work stoppage while the revised scope is being finalized and waiting for the Board approval on the May 7th BOCC meeting.

Updated Project Overview

- **Revised Budget**: The total contract amount decreases from $550,493.11 to **$475,989.89**.
- **Adjusted Timeline**: Includes an 80-day extension, moving the original May 13 deadline to **August 1, 2026**.
- **Completed Work**: Cobb Construction has already finished repairs on 5 of the original 8 bridges.

Scope of Work Revisions

The number of active bridge repairs has been reduced from 8 to **7** due to the following changes:

- **Locklar Bridge**

  (Removed): This repair is no longer warranted as a private developer is expected to replace the bridge soon. The county will request to de-obligate these FEMA funds under the Hurricane Ian Public Assistance (PA) Program.

- **Kelley Roberts Road Bridge**

  Updated to remove embankment work and increase the quantity of riprap.

- **Sweetwater Overflow Bridge**

  Updated to replace riprap with **Flexamat Erosion Control** for better stability.

An updated project schedule will be provided by the contractor. The time extension requested by the contractor is within the time extension granted by FEMA for this project.

FEMA Reimbursement

The County will request de-obligation of the cost difference for this bridge repair project with FEMA.

Recommendation

Staff recommends Board approval of Change Order No. 1 and decreases Cobb Construction's contract amount from $550,493.11 to **$475,989.89** and extend the project to **August 1, 2026**.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance:	3/27/2026	Effective Date:	3/27/2026
Owner:	Hardee County BOCC	Owner's Contract No.:	25-008
Contractor:	Cobb Site Development, LLC	Contractor's Project No.:	NA
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian	Contract Name:	ITB No. 25-008

The Contract is modified as follows upon execution of this Change Order: *Reduction in scope of the project and addition of time as noted in the description below.*

Description: *(1) Removal of the Locklar Road Bridge from the contract. This bridge will be replaced by a private developer. (2) Removal of embankment from the Kelly Roberts Road Bridge and addition of rip-rap. (3) Removal of rip-rap from the Sweetwater Road Bridge and addition of Flexamat Erosion Control.*

Attachments: *Cost change form detailing the scope of work updates, contractors CO1 request, and contractors Flexamat cost sheet and detail.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 550,493.11	Original Contract Times: Substantial Completion: 180 Ready for Final Payment: 210 days or dates
[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA: $ 0	[Increase] [Decrease] from previously approved Change Orders No. NA to No. NA: Substantial Completion: 0 days Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 550,493.11	Contract Times prior to this Change Order: Substantial Completion: 180 days Ready for Final Payment: 210 days
[Increase] [Decrease] of this Change Order: $ 74,503.22	[Increase] [Decrease] of this Change Order: Substantial Completion: 80 days Ready for Final Payment: 80 days
Contract Price incorporating this Change Order: $ 475,989.89	Contract Times with all approved Change Orders: Substantial Completion: 260 days Ready for Final Payment: 290 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Sr. Project Manager	Title	Title
Date: 3/27/2026	Date	Date

Approved by Funding Agency (if applicable)

By: Date:

Hardee County
FLORIDA

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 COST CHANGE FORM - CHANGE ORDER NO. 1				Cobb Site Development	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum					
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
LOCKLAR ROAD OVER CHARLIE CREEK (BRIDGE NO. 64114)					
1	Mobilization/Demobilization	0	LS	$ 13,954.98	$ -
2	Embankment (Placement and Compaction)	0	CY	$ 65.71	$ -
3	MOT	0	LS	$ 7,176.99	$ -
	LOCKLAR ROAD BRIDGE BID SUBTOTAL				**$ -**
	BID ALTERNATES				
1	Erosion and Sediment Control	0	LS	$ 3,675.50	$ -
2	Filter Fabric	0	SY	$ 82.34	$ -
3	Rip-Rap (18" Depth)	0	SY	$ 130.34	$ -
	LOCKLAR ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ -**
HENDRY ROAD OVER GUM SWAMP (BRIDGE NO. 64085)					
1	Mobilization/Demobilization	1	LS	$ 15,436.62	$ 15,436.62
2	Embankment (Placement and Compaction)	16	CY	$ 127.23	$ 2,035.68
3	MOT	1	LS	$ 7,176.99	$ 7,176.99
4	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
5	Filter Fabric	20	SY	$ 112.21	$ 2,244.20
6	Rip-Rap (10" Depth)	98	SY	$ 115.77	$ 11,345.46
7	Seeding	34	SY	$ 34.66	$ 1,178.44
	HENDRY ROAD BRIDGE BID SUBTOTAL				**$ 43,092.89**
	BID ALTERNATES				
1	Rip-Rap (18" Depth to replace 10" Depth)	176	SY	$ 110.72	$ 19,486.72
2	Sod (Pinned)	34	SY	$ 38.54	$ 1,310.36
	HENDRY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 20,797.08**
KELLY ROBERTS ROAD OVER BUCKHORN CREEK (BRIDGE NO. 64122)					
1	Mobilization/Demobilization	1	LS	$ 13,431.39	$ 13,431.39
2	Embankment (Placement and Compaction)	0	CY	$ 59.85	$ -
3	Filter Fabric	196	SY	$ 62.07	$ 12,165.72
4	Rip-Rap (18" Depth)	172	SY	$ 113.92	$ 19,594.24
5	MOT	1	LS	$ 7,176.99	$ 7,176.99
	KELLY ROBERTS ROAD BRIDGE BID SUBTOTAL				**$ 52,368.34**

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 COST CHANGE FORM - CHANGE ORDER NO. 1				Cobb Site Development	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum					
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	BID ALTERNATES				
1	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
2	Sod (Pinned)	115	SY	$ 15.41	$ 1,772.15
	KELLY ROBERTS ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 5,447.65**
DANSBY ROAD OVER TROUBLESOME CREEK (BRIDGE NO. 64035)					
1	Embankment (Placement and Compaction)	223	CY	$ 62.45	$ 13,926.35
2	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
3	Filter Fabric	177	SY	$ 62.68	$ 11,094.36
4	Rip-Rap (10" Depth)	98	SY	$ 115.77	$ 11,345.46
	DANSBY ROAD BRIDGE BID SUBTOTAL				**$ 40,041.67**
	BID ALTERNATES				
1	Mobilization/Demobilization	1	LS	$ 13,431.39	$ 13,431.39
2	MOT	1	LS	$ 7,176.99	$ 7,176.99
3	Rip-Rap (18" Depth to replace 10" Depth)	177	SY	$ 110.68	$ 19,590.36
	DANSBY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 40,198.74**
FUSSELL ROAD OVER BARR RANCH (BRIDGE NO. 64088)					
1	Mobilization/Demobilization	1	LS	$ 13,102.61	$ 13,102.61
2	Sediment Removal (includes offsite disposal)	148	CY	$ 73.09	$ 10,817.32
3	Replace Timber Posts and Connections (20 Total)	1	LS	$ 8,254.38	$ 8,254.38
	FUSSELL ROAD BRIDGE BID SUBTOTAL				**$ 32,174.31**
	BID ALTERNATES				
1	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
2	MOT	1	LS	$ 7,176.99	$ 7,176.99
	FUSSELL ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 10,852.49**

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 COST CHANGE FORM - CHANGE ORDER NO. 1				Cobb Site Development	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum					
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
MURPHY ROAD OVER OAK CREEK (BRIDGE NO. 64125)					
1	Mobilization/Demobilization	1	LS	$ 13,431.39	$ 13,431.39
2	Embankment (Placement and Compaction)	63	CY	$ 75.16	$ 4,735.08
3	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
4	Filter Fabric	75	SY	$ 71.26	$ 5,344.50
5	Rip Rap (18" Depth)	75	SY	$ 119.00	$ 8,925.00
	MURPHY ROAD BRIDGE BID SUBTOTAL				**$ 36,111.47**
	BID ALTERNATES				
1	MOT	1	LS	$ 7,176.99	$ 7,176.99
	MURPHY ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 7,176.99**
SWEETWATER ROAD OVER CHARLEY CREEK (BRIDGE NO. 60036)					
1	Mobilization/Demobilization	1	LS	$ 13,431.39	$ 13,431.39
2	Embankment (Placement and Compaction)	143	CY	$ 65.25	$ 9,330.75
3	Selective Demolition (rip-rap and other reinforcement)	66	CY	$ 40.69	$ 2,685.54
4	Rip Rap (18" Depth)	143	SY	$ 112.18	$ 16,041.74
5	Filter Fabric	143	SY	$ 64.18	$ 9,177.74
	SWEETWATER ROAD BRIDGE BID SUBTOTAL				**$ 50,667.16**
	BID ALTERNATES				
1	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
2	MOT	1	LS	$ 7,176.99	$ 7,176.99
	SWEETWATER ROAD BRIDGE BID ALTERNATES SUBTOTAL				**$ 10,852.49**
SWEETWATER ROAD OVER CHARLEY CREEK OVERFLOW (BRIDGE NO. 60037)					
1	Mobilization/Demobilization	1	LS	$ 13,431.39	$ 13,431.39
2	Embankment (Placement and Compaction)	381	CY	$ 60.37	$ 23,000.97
3	Filter Fabric	2828	SF	$ 6.48	$ 18,325.44
4	Rip Rap (12" Depth)	203	SY	$ 106.82	$ 21,684.46
5	MOT	1	LS	$ 7,176.99	$ 7,176.99
6	Tree Removal	1	LS	$ 5,830.26	$ 5,830.26
	SWEETWATER ROAD BRIDGE (OVERFLOW) BID SUBTOTAL				**$ 89,449.51**

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 COST CHANGE FORM - CHANGE ORDER NO. 1				Cobb Site Development	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum					
ITEM	**DESCRIPTION**	**ESTIMATED QUANTITY**		**UNIT PRICE**	**AMOUNT**
	BID ALTERNATES				
1	Erosion and Sediment Control	1	LS	$ 3,675.50	$ 3,675.50
2	Sod (Pinned)	60	SY	$ 24.31	$ 1,458.60
3	Flexamat	1	LS	$ 31,625.00	$ 31,625.00
SWEETWATER ROAD BRIDGE (OVERFLOW) BID ALTERNATES SUBTOTAL					**$ 36,759.10**
TOTAL (BASE BID PLUS BID ALTERNATES)					**$ 475,989.89**
ORIGINAL TOTAL (BASE BID PLUS BID ALTERNATES)					**$ 550,493.11**
DIFFERENCE (CHANGE ORDER NO. 1)					**$ (74,503.22)**

= UPDATES THIS CHANGE ORDER

401 South 6th Avenue
Wauchula, Fl 33873
Office- (863) 773 3839
Fax- (863) 773 2006
Email: Operations@LCobbConstruction.com
General Contractor – CGC031692

Hardee County BOCC Public Works	Repairs of HC Bridges Damaged by Hurricane Ian
205 Hanchey Road	COR #1
Wauchula, FL 33873	
Attn:	March 16, 2026

Provide labor, material, and equipment to make the following adjustments to the pay items:

Kelly Roberts Road Over Buckhorn Creek (Bridge No. 64122)					
2	Embankment (Deduct)	-464	SY	$59.85	-$27,770.40
4	Rip Rap (Increase)	55	SY	113.92	$6,265.60

Sweetwater Road Over Charley Creek Overflow (Bridge No. 60037)					
3	Filter Fabric (Deduct)	-2280	SY	$6.48	-$14,774.40
4	Rip Rap (Deduct)	-253	~~SY~~ SF	106.82	-$27,025.46
	ADD Flexmat (2,280 SF)	1	LS	$31,625.00	$31,625.00

Calendar Days Requested for Delays Related to Scope Changes: 80 Days

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

(DEDUCT) Thirty-One Thousand Six Hundred Seventy-Nine Dollars and 66/100……($31,679.66)

All material is guaranteed to be as specified. All work to be completed in a workman like Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kyle Cobb

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance_____

Date

401 South 6th Avenue
Wauchula, Fl 33873
Office- (863) 773 3839
Fax- (863) 773 2006
Email: Operations@LCobbConstruction.com
General Contractor – CGC031692

Hardee County BOCC Public Works	Repairs of HC Bridges Damaged by Hurricane Ian
205 Hanchey Road	COR FlexMat
Wauchula, FL 33873	
Attn:	March 16, 2026

Provide labor, material, and equipment to:

- Install 2,280 square feet of FlexMat 10NW erosion protection at Sweetwater Bridge (Charlie Creek Overflow).

We Propose hereby to furnish material and labor--complete in accordance with the above specifications, for the sum of:

Thirty-One Thousand Six Hundred Twenty-Five Dollars and 00/100……$31,625.00

All material is guaranteed to be as specified. All work to be completed in a workman like Manner according to standard practices. Any alteration or deviation from above specifications Involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kyle Cobb

Note: This proposal may be withdrawn by us if not accepted within **30** days

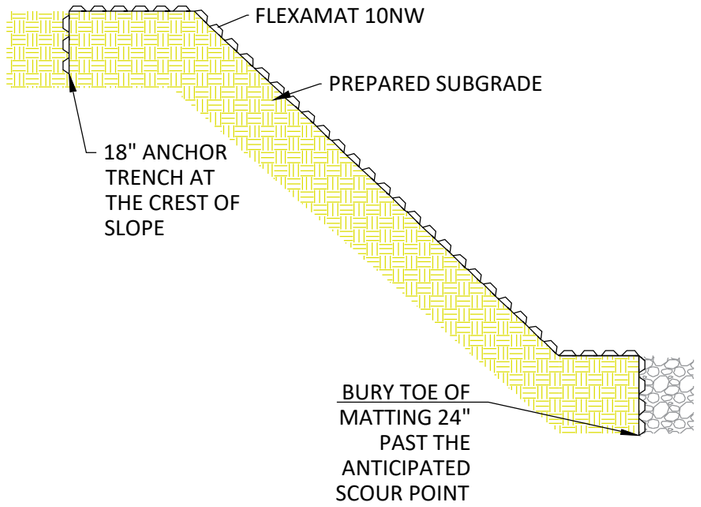
Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

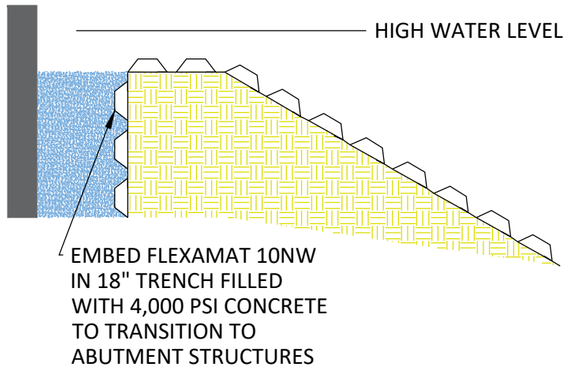
Date of Acceptance_____

Date

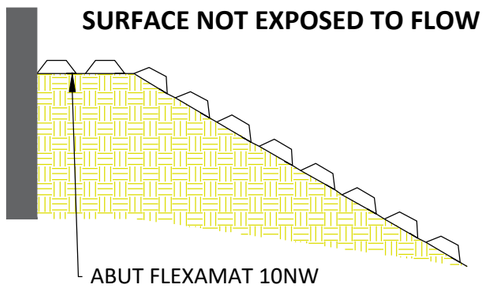
METHOD FOR ARMORING SLOPE



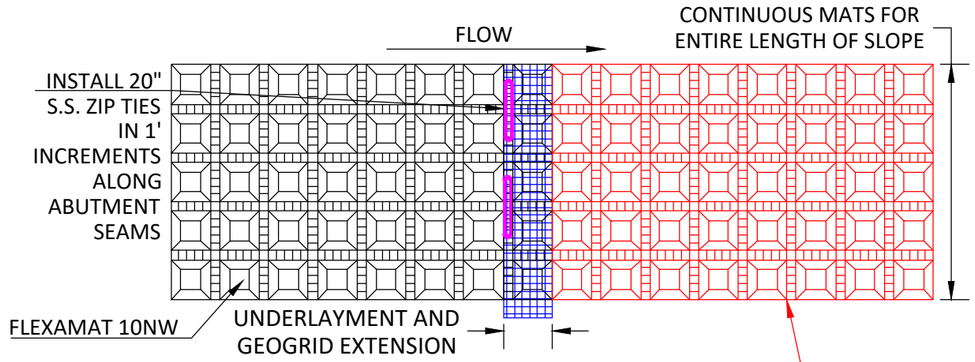
SURFACE EXPOSED TO FLOW

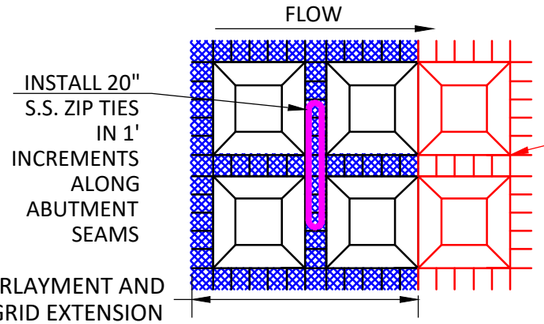


SURFACE NOT EXPOSED TO FLOW

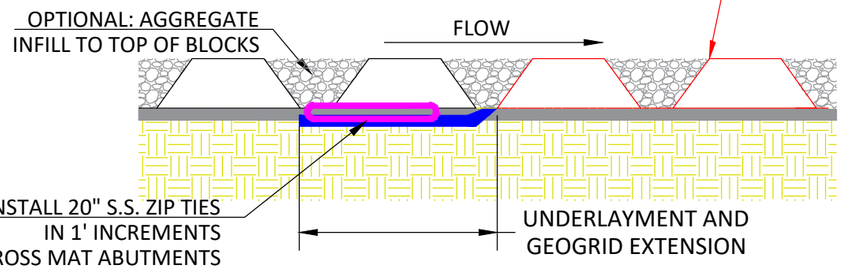


METHOD FOR ADDRESSING MAT SEAMS

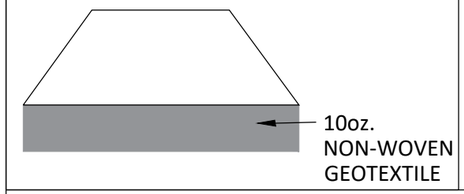




DOWNSTREAM FLEXAMAT PANEL WITH GEOGRID AND UNDERLAYMENT EXTENSION



FLEXAMAT 10NW UNDERLAYMENT



FLEXAMAT 10NW - BRIDGE ARMORING

CONSTRUCTION NOTES:

1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITE FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND.
3. INSTALL FLEXAMAT ROLLS THAT ARE 16' WIDE WITH A GEOGRID AND UNDERLAYMENT EXTENSION. THE TOP EDGE OF MAT SHALL BE EMBEDDED 18". INSTALL UPSTREAM MATS OVER THE GEOGRID-UNDERLAYMENT EXTENSION OF DOWNSTREAM MAT.
4. SECURE OVERLAPS USING 20" STAINLESS STEEL ZIP TIES IN 1' INCREMENTS ACROSS MAT OVERLAPS AND ABUTMENTS. ZIP TIES SHALL ENCOMPASS MINIMUM 3 CORDS GEOGRID OF EACH SEAMED MAT.
5. AT THE TOE OF SLOPE, BEGINNING AND END OF PROTECTION, EMBED THE MAT 24" PAST THE ANTICIPATED SCOUR POINT. FILL AND COMPACT TERMINATION TRENCH WITH COHESIVE SOIL.

MOTZ ENTERPRISES, INC.

Flexamat

(513)772-6689

Info@Flexamat.com

Flexamat.com

Flexamat® PERMANENT EROSION CONTROL

REV - 1

HARDEE CLERK TO BOARD
AUG 22 '25 AM10:27

RESOLUTION NO. 2025-70

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE INCREASE OF THE CONSTRUCTION AGREEMENT AMOUNT FOR THE REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN (INVITATION TO BID #25-008); AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER COBB SITE DEVELOPMENT, INC., IN AN ESTIMATED AMOUNT OF $550,493.11 INCLUDING THE COST OF THE BID ALTERNATIVES IN ADDITION TO THE BASE BID WORK ITEMS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-008 (the "ITB No. 25-008") seeking bids for the repairs of Hardee County bridges damaged by Hurricane Ian (the "Services"); and

WHEREAS, on April 22, 2025, three sealed bids were received from Cobb Site Development, Inc., Cathcart Construction Company, and EO Koch Construction; and

WHEREAS, upon review of the bids it was determined that Cobb Site Development, Inc. was the lowest responsive and responsible bidder in an estimated BASE BID amount of $437,212.83; and

WHEREAS, upon further review of the County's engineer-of-record, it was determined that the bid alternative work items should be included in the award in addition to the base bid scope of work at the beginning of the project for constructability reasons; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to increase the construction agreement amount from $437,212.83 to $550,493.11 to include the cost of the bid alternatives in addition to the base bid work items for the repairs of the Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

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

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

Section 2. Award. That the Board hereby awards ITB No. 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

Section 3. Authorization. That the Board hereby authorizes the County Manager to increase the construction agreement amount, including the cost of the bid alternatives in addition to the base bid work items, with Cobb Site Development, Inc. in a total estimated amount of $550,493.11, for the repairs of Hardee County bridges damaged by Hurricane Ian, subject to the County Attorney's approval as to form, content, and legal sufficiency.

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

APPROVED AND ADOPTED this 21st day of August 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

Russell A. Melendy
Chairman

ATTEST:

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

Board Approved: 08/21/2025
Date Signed: 08/25/2025

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

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 **Cobb Site Development, Inc.,** with its principal place of business at 401 S. 6th Avenue, Wauchula, FL 33873 (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, in response to the County's Invitation To Bid 25-008, Contractor submitted a bid for the Project, which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items (Pricing) attached hereto as Exhibit "A"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the Invitation To Bid 25-008, and was selected and awarded this Contract for performance of the Work (as hereinafter defined); and

WHEREAS, the Work or Project consists of repairs of Hardee County bridges damaged by Hurricane Ian; 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 considerations, 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 "Project") including, 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:

Repairs of Hardee County Bridges Damaged by Hurricane Ian

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 one hundred eighty (180) 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 two hundred ten (210) 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 **Four hundred thirty-seven thousand, two hundred twelve dollars and eighty-three cents ($437,212.83)** 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 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 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) Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of County and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief.

(e) 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.

(f) **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.

(g) **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.

(h) **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.

(i) 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. 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 expense. Any 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 **Capitalized Terms.**

Capitalized terms shall have their plain meaning as indicated herein.

9.16 **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.

9.17 **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.

9.18 **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.

9.19 **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.

9.20 **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.

9.21 **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: _____
_____
_____

9.22 **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:

Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
One (1) of Three (3) Originals
Board Approved: 06/19/2025
Date Signed: 07/24/2025

Date Executed: _____

By: _____
Terry Atchley, County Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION FORMAT, AS APPLICABLE.

CONTRACTOR:

Cobb Site Development, Inc.

By: _____

Name: Kyle Cobb

Title: COO

Date Executed: 10th of July, 2025

ATTEST:

Cole Buchanan

By: Cole Buchanan

Title: Operations Manager

Hardee County FLORIDA

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization/Demobilization	1	LS	$ 12,120.00	$ 12,120.00	$ 13,954.98	$ 13,954.98	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	135	CY	$ 475.00	$ 64,125.00	$ 65.71	$ 8,870.85	$ 96.30	$ 13,000.50
3	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
					$ 88,370.00		$ 30,002.82		$ 16,750.50
1	Erosion and Sediment Control	1	LS	$ 15,830.00	$ 15,830.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
2	Filter Fabric	43	SY	$ 87.00	$ 3,741.00	$ 82.34	$ 3,540.62	$ 145.35	$ 6,250.05
3	Rip-Rap (18" Depth)	43	SY	$ 550.00	$ 23,650.00	$ 130.34	$ 5,604.62	$ 238.37	$ 10,249.91
					$ 43,221.00		$ 12,820.74		$ 17,749.96
1	Mobilization/Demobilization	1	LS	$ 9,250.00	$ 9,250.00	$ 15,436.62	$ 15,436.62	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	16	CY	$ 475.00	$ 7,600.00	$ 127.23	$ 2,035.68	$ 212.50	$ 3,400.00
3	MOT	1	LS	$ 19,100.00	$ 19,100.00	$ 7,176.99	$ 7,176.99	$ 1,250.00	$ 1,250.00
4	Erosion and Sediment Control	1	LS	$ 16,750.00	$ 16,750.00	$ 3,675.50	$ 3,675.50	$ 1,250.00	$ 1,250.00
5	Filter Fabric	20	SY	$ 87.00	$ 1,740.00	$ 112.21	$ 2,244.20	$ 156.00	$ 3,120.00
6	Rip-Rap (10" Depth)	98	SY	$ 405.00	$ 39,690.00	$ 115.77	$ 11,345.46	$ 148.98	$ 14,600.04
7	Seeding	34	SY	$ 75.00	$ 2,550.00	$ 34.66	$ 1,178.44	$ 44.12	$ 1,500.08
					$ 96,680.00		$ 43,092.89		$ 27,620.12
1	Rip-Rap (18" Depth to replace 10" Depth)	176	SY	$ 550.00	$ 96,800.00	$ 110.72	$ 19,486.72	$ 200.00	$ 35,200.00
2	Sod (Pinned)	34	SY	$ 95.00	$ 3,230.00	$ 38.54	$ 1,310.36	$ 35.29	$ 1,199.86
					$ 100,030.00		$ 20,797.08		$ 36,399.86
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	464	CY	$ 475.00	$ 220,400.00	$ 59.85	$ 27,770.40	$ 96.30	$ 44,683.20
3	Filter Fabric	196	SY	$ 87.00	$ 17,052.00	$ 62.07	$ 12,165.72	$ 125.58	$ 24,613.68
4	Rip-Rap (18" Depth)	117	SY	$ 550.00	$ 64,350.00	$ 113.92	$ 13,328.64	$ 200.00	$ 23,400.00
5	MOT	1	LS	$ 9,250.00	$ 9,250.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
					$ 323,552.00		$ 73,873.14		$ 97,696.88
1	Erosion and Sediment Control	1	LS	$ 13,500.00	$ 13,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	115	SY	$ 95.00	$ 10,925.00	$ 15.41	$ 1,772.15	$ 21.74	$ 2,500.10
					$ 24,425.00		$ 5,447.65		$ 5,000.10
1	Embankment (Placement and Compaction)	223	CY	$ 475.00	$ 105,925.00	$ 62.45	$ 13,926.35	$ 96.00	$ 21,408.00
2	Erosion and Sediment Control	1	LS	$ 7,500.00	$ 7,500.00	$ 3,675.50	$ 3,675.50	$ 1,500.00	$ 1,500.00
3	Filter Fabric	177	SY	$ 87.00	$ 15,399.00	$ 62.68	$ 11,094.36	$ 156.00	$ 27,612.00
4	Rip-Rap (10" Depth)	98	SY	$ 425.00	$ 41,650.00	$ 115.77	$ 11,345.46	$ 200.00	$ 19,600.00
					$ 170,474.00		$ 40,041.67		$ 70,120.00
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 9,525.00	$ 9,525.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
3	Rip-Rap (18" Depth to replace 10" Depth)	177	SY	$ 550.00	$ 97,350.00	$ 110.68	$ 19,580.36	$ 200.00	$ 35,400.00
					$ 119,375.00		$ 40,188.74		$ 39,400.00
1	Mobilization/Demobilization	1	LS	$ 13,000.00	$ 13,000.00	$ 13,102.61	$ 13,102.61	$ 2,500.00	$ 2,500.00
2	Sediment Removal (includes offsite disposal)	148	CY	$ 1,225.00	$ 181,300.00	$ 73.09	$ 10,817.32	$ 33.78	$ 4,999.44
3	Replace Timber Posts and Connections (20 Total)	1	LS	$ 37,250.00	$ 37,250.00	$ 8,254.38	$ 8,254.38	$ 5,000.00	$ 5,000.00
					$ 231,550.00		$ 32,174.31		$ 12,499.44

HARDEE COUNTY REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN ITB NO. 25-008 CONTRACTOR'S BID TABULATION				Cathcart Construction Company		Cobb Site Development		E.O Koch Construction	
EA = Each, LF = Linear Foot, SF = Square foot, TN = Tons, SY = Square Yard, CY = Cubic Yard, LS = Lump Sum									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Erosion and Sediment Control	1	LS	$ 12,125.00	$ 12,125.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
2	MOT	1	LS	$ 15,450.00	$ 15,450.00	$ 7,176.99	$ 7,176.99	$ 1,000.00	$ 1,000.00
					$ 27,575.00		$ 10,852.49		$ 2,000.00
1	Mobilization/Demobilization	1	LS	$ 12,500.00	$ 12,500.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	63	CY	$ 475.00	$ 29,925.00	$ 75.16	$ 4,735.08	$ 96.00	$ 6,048.00
3	Erosion and Sediment Control	1	LS	$ 11,500.00	$ 11,500.00	$ 3,675.50	$ 3,675.50	$ 1,000.00	$ 1,000.00
4	Filter Fabric	75	SY	$ 87.00	$ 6,525.00	$ 71.26	$ 5,344.50	$ 156.00	$ 11,700.00
5	Rip Rap (18" Depth)	75	SY	$ 550.00	$ 41,250.00	$ 119.00	$ 8,925.00	$ 200.00	$ 15,000.00
					$ 101,700.00		$ 36,111.47		$ 36,248.00
1	MOT	1	LS	$ 7,650.00	$ 7,650.00	$ 7,176.99	$ 7,176.99	$ 1,500.00	$ 1,500.00
					$ 7,650.00		$ 7,176.99		$ 1,500.00
1	Mobilization/Demobilization	1	LS	$ 12,150.00	$ 12,150.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	143	CY	$ 650.00	$ 92,950.00	$ 65.25	$ 9,330.75	$ 96.00	$ 13,728.00
3	Selective Demolition (rip-rap and other reinforcement)	66	CY	$ 730.00	$ 48,180.00	$ 40.69	$ 2,685.54	$ 109.09	$ 7,199.94
4	Rip Rap (18" Depth)	143	SY	$ 550.00	$ 78,650.00	$ 112.18	$ 16,041.74	$ 200.00	$ 28,600.00
5	Filter Fabric	143	SY	$ 87.00	$ 12,441.00	$ 64.18	$ 9,177.74	$ 156.00	$ 22,308.00
					$ 244,371.00		$ 50,667.18		$ 74,335.94
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 11,125.00	$ 11,125.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	MOT	1	LS	$ 12,450.00	$ 12,450.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
					$ 23,575.00		$ 10,852.49		$ 5,000.00
1	Mobilization/Demobilization	1	LS	$ 21,250.00	$ 21,250.00	$ 13,431.39	$ 13,431.39	$ 2,500.00	$ 2,500.00
2	Embankment (Placement and Compaction)	381	CY	$ 475.00	$ 180,975.00	$ 60.37	$ 23,000.97	$ 96.00	$ 36,576.00
3	Filter Fabric	5108	SF	$ 9.67	$ 49,394.36	$ 6.48	$ 33,099.84	$ 6.85	$ 34,989.80
4	Rip Rap (12" Depth)	456	SY	$ 425.00	$ 193,800.00	$ 106.82	$ 48,709.92	$ 144.74	$ 66,001.44
5	MOT	1	LS	$ 12,125.00	$ 12,125.00	$ 7,176.99	$ 7,176.99	$ 2,500.00	$ 2,500.00
6	Tree Removal	1	LS	$ 9,750.00	$ 9,750.00	$ 5,830.26	$ 5,830.26	$ 2,500.00	$ 2,500.00
					$ 467,294.36		$ 131,249.37		$ 145,067.24
	BID ALTERNATES								
1	Erosion and Sediment Control	1	LS	$ 16,500.00	$ 16,500.00	$ 3,675.50	$ 3,675.50	$ 2,500.00	$ 2,500.00
2	Sod (Pinned)	60	SY	$ 130.00	$ 7,800.00	$ 24.31	$ 1,458.60	$ 41.67	$ 2,500.20
					$ 24,300.00		$ 5,134.10		$ 5,000.20
					$ 1,723,991.36		$ 437,212.83		$ 480,338.12
					$ 2,894,142.36		$ 550,493.11		$ 592,388.24
Form 1: Proposal Checklist					X		X		X
Form 2: Company Qualifications Questionnaire					X		X		X
Form 3: Certificate of Authority (complete one of two provided forms)					X		X		X
Form 4: Acknowledgement of Addenda					X		X		X
Form 5: Single Execution Affidavits-General Contracts					X		X		X
Form 6: Single Execution Affidavits-Federal Aid Contracts					X		X		X
Form 7: Dispute Disclosure					X		X		X
Form 8: Key Staff and Proposed Subcontractors					X		X		X
Form 9: Reference Letters					X		X		X
Form 10: IRS Form W-9					X		X		X
Form 11: Proof of Required Insurance					X		X		X
Form 12: Bid Security/Bid Bond (unless waived)					X		X		X
Form 13: Performance Bond & Payment Bond (unless waived)					NA		NA		NA
Form 14: ITB Schedule BID FORM					X		X		X
Form 15: Bidder Registration Form					NA		NA		NA

NOTES:

= Incorrect tabulation on contractor bid form.

1. Cobb Construciton did not acknowledge Addendum Nos. 8 and 9

Article 11

Additional Provisions

The following provisions and related affidavit/s shall be controlling in the event of a conflict.

1. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

2. **No Affiliation with Foreign Countries of Concern.** By executing this Agreement and each and every renewal (if renewal is separately provided for herein), if this Agreement would grant Contractor access to an individual's personal identifying information, pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Contractor certifies, represents, and warrants that: (a) Contractor is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Contractor; and (c) Contractor is not organized under the laws of or has its principal place of business in a foreign country of concern.

3. **No Issuance of Identification Documents.** Pursuant to section 166.246, Florida Statutes, Contractor represents that it does not issue identification documents to individuals who do not provide proof of lawful presence in the United States.

4. **Anti-Human Trafficking.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 787.06, Florida Statutes, Contractor certifies, represents, and warrants that it does not use coercion for labor services, as those terms are defined in section 787.06. Contractor will provide to the County an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if Contractor is found to have submitted a false attestation. Such termination shall be in addition to any and all remedies available to the County at law or in equity. The affidavit is attached to and incorporated in this Agreement.

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with Hardee County, Florida (the "County").

The undersigned, on behalf of Cobb Site Development, Inc ("Contractor"), hereby attests as follows:

1) Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
   a) **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
   b) **"Labor"** means work of economic or financial value.
   c) **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
2) Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: _____ Date: 7/17/25

Printed Name: Kyle Cobb Title: COO

STATE OF Florida

COUNTY OF Hardee

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of July, 2025, by Kyle Cobb, as _____ on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Cole Buchanan

Signature of Notary Public

Cole Buchanan

Name of Notary Typed, Printed or Stamped

My Commission Expires: 06/02/2029

COLE BUCHANAN
Commission # HH 676607
Expires June 2, 2029

HARDEE CLERK TO BOARD
JUN 24 '25 AM11:27

RESOLUTION NO. 2025-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF INVITATION TO BID NO. 25-008 FOR THE REPAIRS OF HARDEE COUNTY BRIDGES DAMAGED BY HURRICANE IAN; AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER COBB SITE DEVELOPMENT, INC., IN AN ESTIMATED AMOUNT OF $437,212.83; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 20, 2025, Hardee County (the "County") issued Invitation to Bid No. 25-008 (the "ITB No. 25-008") seeking bids for the repairs of Hardee County bridges damaged by Hurricane Ian (the "Services"); and

WHEREAS, on April 22, 2025, three sealed bids were received from Cobb Site Development, Inc., Cathcart Construction Company, and EO Koch Construction; and

WHEREAS, upon review of the bids it was determined that Cobb Site Development, Inc. was the lowest responsive and responsible bidder in an estimated amount of $437,212.83; and

WHEREAS, the Board of County Commissioners finds it to be in the best interests of the County to award ITB No. 25-008 for the repairs of the Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc. and authorize the County Manager to execute an agreement, and any renewal options, in an estimated amount of $437,212.83.

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

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

Section 2. Award. That the Board hereby awards ITB No. 25-008 for the repairs of Hardee County bridges damaged by Hurricane Ian to Cobb Site Development, Inc.

Section 3. Authorization. That the Board hereby authorizes the County Manager to enter into an agreement, including any renewal options, with Cobb Site Development, Inc. in an estimated amount of $437,212.83, for the repairs of Hardee County bridges damaged by Hurricane Ian, subject to the County Attorney's approval as to form, content, and legal sufficiency.

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

APPROVED AND ADOPTED this 19th day of June 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

Russell A. Melendy
Chairman

ATTEST:

Victoria L. Rogers
Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 06/19/2025
Date Signed: 06/26/2025

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

BRYANT MILLER OLIVE P.A.
COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF HARDEE

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF : Resolution No. 2025-50
AS ADORTED BY THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY THE 19 DAY OF June, 2025
WITNESS MY HAND AND OFFICIAL SEAL THIS 23 DAY OF July, 2025
VICTORIA L. ROGERS CLERK OF THE CIRCUIT COURT AND COMPTROLLER
BY: _____ D.C.

NOTICE OF AWARD

Date of Issuance:	May 1, 2025		
Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Bidder:	Cobb Site Development, Inc.		
Bidder's Address:	401 S. 6th Avenue, Wauchula, FL 33873		

You are notified that Owner has accepted your Bid dated **April 8, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repairs to Hardee County Bridges Damaged by Hurricane Ian

The Contract Price of the awarded Contract is **$437,212.83** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Hardee County Board of County Commissioners**

By *(signature)*: Russell A. Melendy

Name *(printed)*: Russell A. Melendy

Title: Chair

Copy: Engineer

EJCDC® C-510, Notice of Award.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

HARDEE CLERK TO BOARD
JUN 24 '25 AM11:28

NOTICE OF AWARD

Date of Issuance:	May 1, 2025		
Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Bidder:	Cobb Site Development, Inc.		
Bidder's Address:	401 S. 6th Avenue, Wauchula, FL 33873		

You are notified that Owner has accepted your Bid dated **April 8, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Repairs to Hardee County Bridges Damaged by Hurricane Ian

The Contract Price of the awarded Contract is **$437,212.83** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Hardee County Board of County Commissioners**

By *(signature)*: Terry Atchley

Name *(printed)*: Terry Atchley

Title: County Manager

Copy: Engineer

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NOTICE TO PROCEED

Owner:	Hardee County BOCC	Owner's Project No.:	25-008
Engineer:	Kimley-Horn and Associates, Inc.	Engineer's Project No.:	NA
Contractor:	Cobb Site Development, Inc.	Contractor's Project No.:	NA
Project:	ITB No. 25-008 – Repairs to Hardee County Bridges Damaged by Hurricane Ian		
Contract Name:	ITB No. 25-008		
Effective Date of Contract:	August 21, 2025		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **October 15, 2025** pursuant to Paragraph 2.2 of the Hardee County Contract for Construction.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is **one hundred eighty (180) calendar days** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **April 13, 2026**; and the number of days to achieve readiness for final payment is **two hundred ten (210) days** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **May 13, 2026**.

Before starting any Work at the Site, Contractor must comply with the following:

1. **Prove Hardee County an initial schedule of work.**
2. **Notify the Hardee County Road and Bridge Department a minimum of 48-hours prior to the commencement of work at any location.**

Owner:	**Hardee County BOCC**
By *(signature)*:	Terry Atchley
Name *(printed)*:	Terry Atchley
Title:	County Manager
Date Issued:	October 15, 2025

Copy: Engineer

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AGENDA ITEM NO. 11.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Commissioner Chancey, TDC Chair & Lacey Webb, Parks, Recreation & Marketing Manager -** Tourist Development Tax Referendum Increase
SUGGESTED ACTION:	- Board discretion.

ATTACHMENTS:
Tourism Tax Referendum memo.pdf
Hardee_TDT_Complete_Presentation.pdf

Hardee County
FLORIDA

Tourism

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: Doug Baber, Assistant County Manager

From: Lacey Webb, Parks, Recreation & Marketing Manager

Subject: Tourism Development Council Referendum Submission

Date:

Motion to authorize staff to submit a Tourist Development Tax referendum on the 2026 ballot for a 1% increase.

The Hardee County Tourism Development Council (TDC) has conducted a review of the County's current Tourist Development Tax (TDT) rate and its ability to support ongoing and future tourism initiatives. The current TDT rate of 2% has remained unchanged since 2016 while tourism-related opportunities and assets within the county have continued to expand.

The TDT is applied to short-term lodging accommodations and is paid primarily by visitors. Revenues generated are restricted for use in tourism promotion, development, and related facilities that enhance the visitor experience.

Based on these findings, the TDC formally recommends consideration of a referendum to increase the Tourist Development Tax from 2% to 3%, to be placed on the 2026 ballot.

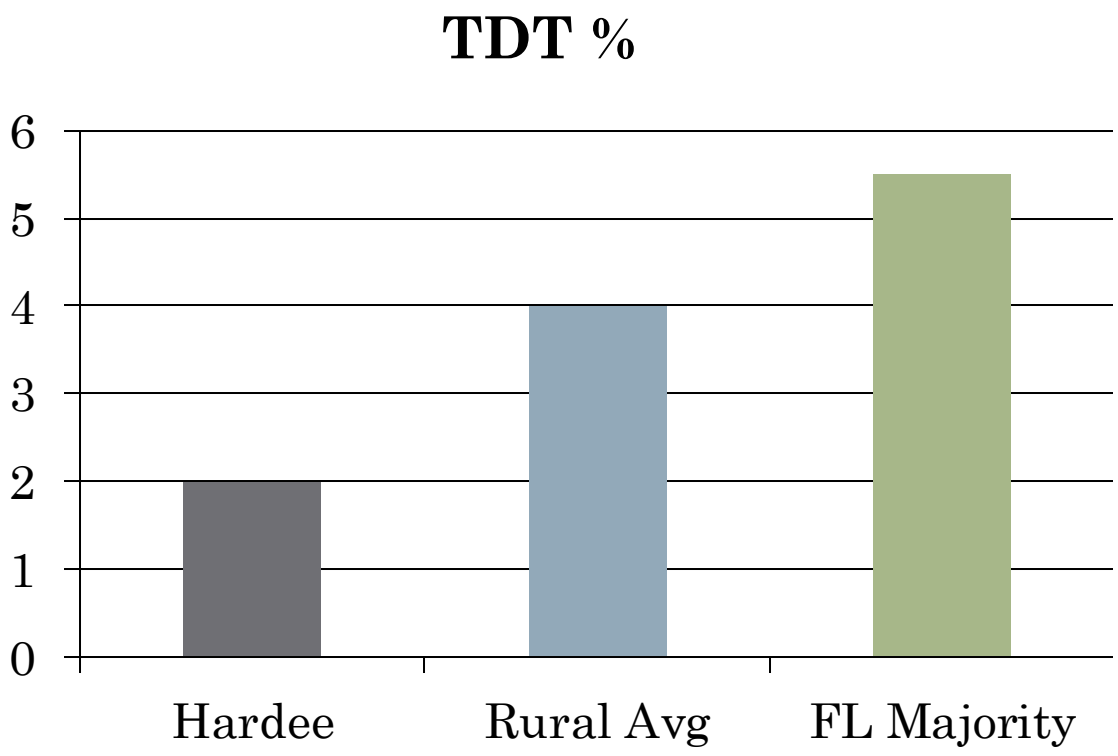
This proposed 1% increase is estimated to generate approximately $40,000–$45,000 in additional annual revenue, based on current collection trends.



Tourist Development Tax Proposal

Considering an Increase from 2% to 3%

Where Hardee County Stands



Why Consider an Increase?

- Growing tourism assets
- Florida Fishing Trail access
- Visit Hardee momentum
- Growth requires investment





What Moving to 3% Enables

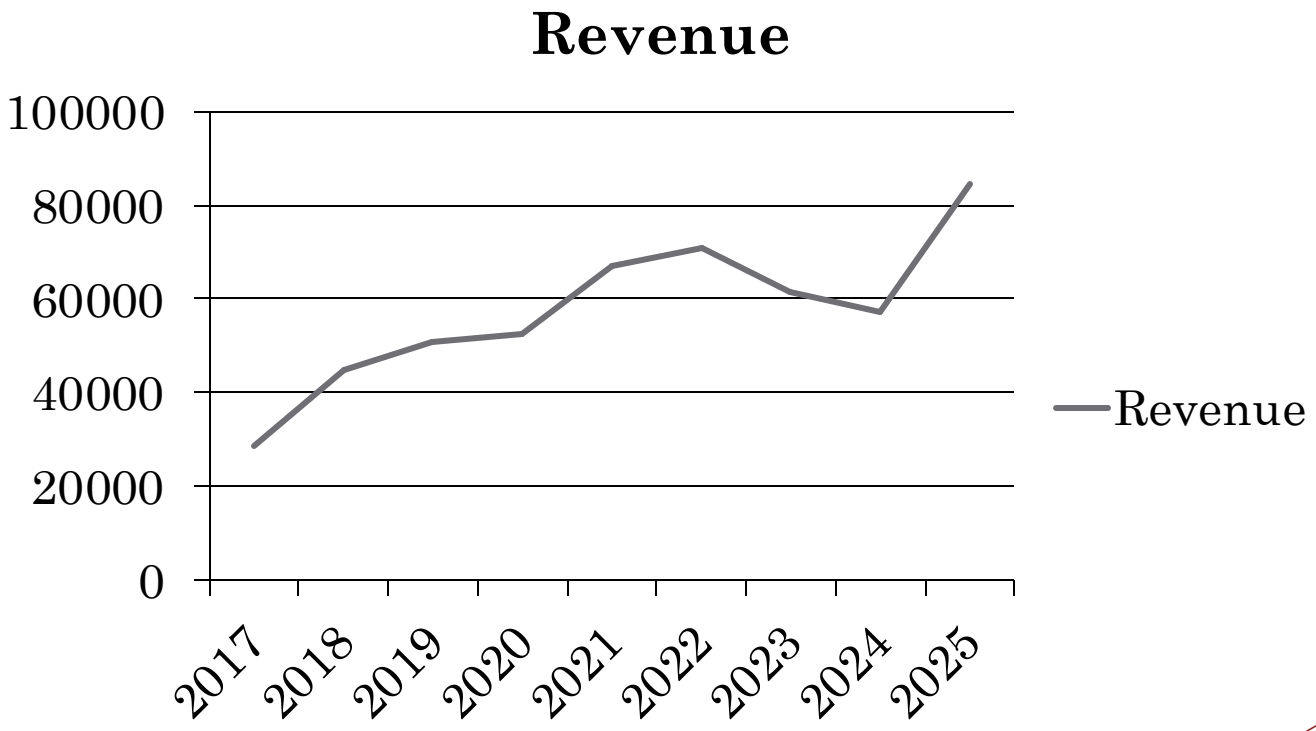
- Increased revenue
- Expanded marketing
- Signature events
- Grant opportunities
- Wayfinding & signage
- **More visitors = stronger economy**

Tourism Tax Revenue Impact



- 2025 Revenue (2%): $84,618
- Estimated at 3%: ~$126,900
- Estimated Increase: +~$42,000 annually
- Additional funding without increasing taxes on residents

Tourism Revenue Trend



VISIT HARDEE
WHERE THE TRAIL BEGINS

What the Increase Supports

- Regional marketing campaigns
- Signature events at Pioneer Park
- Tourism branding and content
- Grant funding opportunities
- Gateway signage & wayfinding

VISIT HARDEE

WHERE THE TRAIL BEGINS

Visitor Impact Example

$120/night stay:

- 2% = $2.40
- 3% = $3.60

Difference: $1.20 per night

Supports tourism growth and local economy

Public Messaging Approach

- Emphasize: ***Visitor-paid tax, not residents***
- Focus on tourism growth and local benefits
- Highlight small per-night impact ($1.20 example)
- Position as reinvestment, not a tax burden

Goal: Clear, transparent, no confusion

Strategic Opportunity

- 2% → Maintain current pace
- 3% → Support growth and visibility
- 5–6% → Most Florida counties
- We're not trying to lead the state…we're working to stop falling behind.

Board Direction



1. Maintain 2%

2. Increase to 3%

This is not about raising a tax, it's about deciding whether we want to compete, grow, and invest in our tourism economy…or stay where we are.



Thank you.

AGENDA ITEM NO. 11.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	May 7, 2026
SUBMITTED BY:	Brandy Crawford, Utilities Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Ashley Derringer, Utilities Superintendent & Bobby Keene, Capital Projects Manager** - Capacity Fee Discussion
SUGGESTED ACTION:	- Board Discretion