Hardee County
FLORIDA

AGENDA

Hardee County Board of County Commissioners

REGULAR MEETING

December 4, 2025, at 8:30 AM

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

COMMISSIONERS

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

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ELECTION OF OFFICERS

A. **Clerk of the Circuit Court & Comptroller, Victoria L. Rogers -** Assume Chair for the Election of the Chair and Vice Chair.
   1. Nomination of Chair
   2. Nomination of Vice Chair

B. **Clerk of the Circuit Court & Comptroller, Victoria L. Rogers -** Resolution 2026-04, Authorizing Signatures for Banks.

   - Motion to approve Resolution 2026-04, a resolution of the Hardee County Board of County Commissioners authorizing signatures for banks.

4. COMMITTEE REORGANIZATION

A. Committee Reorganization

   - Motion to approve the committee reorganization as presented.

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

6. MINUTES FOR APPROVAL

A. BCC Workshop Session Minutes of February 27, 2025, at 1:30 p.m.
   BCC Workshop Session Minutes of March 6, 2025, at 8:30 a.m.

BCC Regular Meeting Minutes of March 27, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of April 3, 2025, at 8:30 a.m.
BCC Tentative Budget Public Hearing Minutes of September 9, 2025, at 5:05 p.m.
BCC Final Budget Public Hearing Minutes of September 23, 2025, at 5:05 p.m.

- Motion to approve the meeting minutes as presented.

7. PUBLIC COMMENT FOR NON-AGENDA ITEMS

8. PROCLAMATIONS

9. CONSENT AGENDA

Motion to approve the Consent Agenda as presented.

A. - Motion to approve grant agreement FM1090 between the County and the Florida Department of Financial Services for a Fire Rescue Pumper Truck in an amount of $1 million; 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 grant agreement FM1109 between the County and the Florida Department of Financial Services for a Fire Rescue Tanker Truck in an amount of $950,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

C. - Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services grant agreement 33021 for the design, engineering and construction of Hardee County Fair 4H/agriculture facility in the amount of $250,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.

D. - Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services grant 33022 for architectural and engineering design and construction of a climate-controlled facility in the amount of $6,500,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and the expend funds as provided for in the grant application and agreement.

E. - Motion to approve the agreement between the County and C.A.P. Governmental, Inc. for building department inspection, plan review, code enforcement inspections and building official services; in substantially the attached form, subject to approval by the County Attorney, and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

F. - Motion to ratify the submission and acceptance of the State of Florida, Division of Emergency Management grant agreement G0582 in the amount of $49,490.50; 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.

G. - Motion to approve the capital and operating budget amendments as presented.

H. - Motion to accept the 2025 excess fees from the Hardee County Property Appraiser, Tax Collector, Supervisor of Elections and Clerk of Court as presented.

10. PRESENTATIONS

A. **Barbara St Clair, Florida Cultural Alliance** - Arts & Agriculture Pilot Program

B. **Jennifer Gough, Soil & Water Conservation -** Program Update

C. **Lacey Webb, Parks, Recreation & Marketing Manager -** FCCMA Hidden Gems Marketing Video

11. BUSINESS AGENDA - Quasi-Judicial Items:

A. **Todd Miller, Community Development Director & Jorden Eisenstein, Planner I -** Ordinance 2025-07, Rezoning of 6 +/- Acres

- Motion to approve the final reading of Ordinance 2025-07, an Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the Hardee County Zoning Map within the unincorporated area; providing for a rezoning of approximately 6 +/- acres from multifamily residential (R-3) to farm residential (F-R) in the town center future land use category; providing for a legal description; providing for severability, and providing for an effective date.

B. **Todd Miller, Community Development Director -** Variance Request from Bernie Lott

- Motion to approve variance request 25-82 for Bernie Lott as presented; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

12. BUSINESS AGENDA - Ordinances:

13. BUSINESS AGENDA - Action Items:

A. **John Bohde, Polk County Deputy County Manager** - Interlocal Agreement for Medical Examiner's Office

- Motion to approve the agreement between the County and Polk County, Florida for expansion and renovation of the Polk County Medical Examiner's Facility in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

B. **Todd Miller, Community Development Director & Central Florida Regional Planning Council -** Resolution 2026-06 - Administrative Authority for Plat or Replat Submittals

- Motion to approve Resolution 2026-06, A Resolution of the Board of County Commissioners of Hardee County, Florida, designating an administrative authority to receive, review and process the plat or replat submittal; designating an administrative official responsible approving, approving with conditions, or denying the proposed plat or replat; addressing commencement of new subdivision standards in city code amendments as soon as reasonably possible to ensure legal compliance; providing an effective date.

C. **Colton English, Procurement Manager -** USDA Lease Amendment #3

- Motion to approve Lease Amendment #3 to the lease agreement between the County and the United States Department of Agriculture for office space located at 316 North 7th Avenue in Wauchula, Florida; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

D. **Diane Moore, Budget Manager -** Resolution 2026-07 - Ambulance Purchase

- Motion to approve Resolution 2026-07, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the purchase of an ambulance.

E. **Christopher Simpron, Assistant County Manager -** Resolution 2026-08 - FDOT Supplemental Agreement for County Road 663

- Motion to approve Resolution 2026-08, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L03 Florida project identification number 445070-1-54-01 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for severability; and providing for an effective date.

F. **Christopher Simpron, Assistant County Manager -** Resolution 2026-09 - FDOT Supplemental Agreement for County Road 663

- Motion to approve Resolution 2026-09, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L00 Florida project identification number 445065-1-54-1 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for severability; and providing for an effective date.

G. **Christopher Simpron, Assistant County Manager -** Resolution 2026-10 - Award of RFQ 25-007 to Ajax

- Motion to approve Resolution 2026-10, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) number 25-007 Construction Manager At-Risk (CMAR) professional services agreement (pre-construction phase) for the Hardee County Fire Station #1 and authorizing the County Manager or Chair to execute the agreement with Ajax Building Company; providing for authorization; and providing for an effective date.

H. **Lorie Ayers, General Services Director -** Non-Profit Funding Application and Grant Cycle

- Board discretion.

14. APPOINTMENTS

15. COUNTY MANAGER NON-CONSENT

16. COUNTY ATTORNEY

17. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

18. REMINDERS

- December 6, 2025 - Hardee Chamber Christmas Parade - Line Up No Later Than 5:30 p.m.; 6:00 p.m. Start Time
- December 10, 2025 - Chamber Sunrise Social at 7:30 a.m. (Pioneer Park Pool Pavillion)
- December 11, 2025 - IDA Meeting at 8:30 a.m.
- December 12, 2025 - Employee Appreciation Luncheon at Noon (Agri-Civic Center)
- December 18, 2025 - BOCC Meeting at 8:30 a.m.

19. ADJOURNMENT

AGENDA ITEM NO. 3.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Election of Officers
AGENDA SECTION:	**ELECTION OF OFFICERS**
SUBJECT:	**Clerk of the Circuit Court & Comptroller, Victoria L. Rogers** - Assume Chair for the Election of the Chair and Vice Chair.
SUGGESTED ACTION:	1. Nomination of Chair 2. Nomination of Vice Chair

AGENDA ITEM NO. 3.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Charlene Albritton, Clerk of Courts
ITEM TYPE:	Election of Officers
AGENDA SECTION:	**ELECTION OF OFFICERS**
SUBJECT:	**Clerk of the Circuit Court & Comptroller, Victoria L. Rogers** - Resolution 2026-04, Authorizing Signatures for Banks.
SUGGESTED ACTION:	- Motion to approve Resolution 2026-04, a resolution of the Hardee County Board of County Commissioners authorizing signatures for banks.

ATTACHMENTS:
HARDEE COUNTY BOCC Resolution 2026-04 Bank Signatures Draft Revised to Dec.pdf

HARDEE COUNTY, FLORIDA

RESOLUTION 2026-04
A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS TO AUTHORIZE SIGNATURES FOR BANKS.

WHEREAS, the Board of County Commissioners of Hardee County, Florida, has elected _____, as Chairperson and _____, as Vice Chairperson of said Board for 2025-2026; and

WHEREAS, it is deemed advisable and necessary for a resolution to be adopted by this Board authorizing the banks of Hardee County, Florida, as depositories of County funds, to honor and cash checks drawn against said funds when signed by the Chairperson and the Ex-Officio Clerk of this Board and Comptroller or the Vice Chairperson or the Deputy Clerk of the Ex-Officio Clerk of this Board and Comptroller in their absence.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Hardee County, Florida, that all banks in Hardee County, Florida, acting as depositories for County funds be notified that effective December ___, 2025, _____, is Chairperson of this Board and Victoria L. Rogers is the Ex-Officio Clerk of this Board and Comptroller _____ is Vice Chairperson and Lindsey Barwick is the Deputy Clerk of the Ex-Officio Clerk of this Board and Comptroller and their signatures signed at the bottom of this Resolution are the signatures of said Chairman and Ex-Officio Clerk, respectively, and Vice Chairperson and Deputy Clerk of the Ex-Officio Clerk, respectively.

This Resolution, adopted December 4, 2025, becomes effective on December ___, 2025. Therefore, this Resolution shall supersede Resolution 2025-10.

DRAFT

_____
_____, Chairperson

_____
Victoria L. Rogers, Ex-Officio Clerk to the Board and Comptroller

_____
_____, Vice Chairperson

_____
Lindsey Barwick, Deputy Clerk of the Ex-Officio Clerk to the Board and Comptroller

AGENDA ITEM NO. 4.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: December 4, 2025

SUBMITTED BY: Brandy Crawford, County Manager's Office

ITEM TYPE: Business Agenda

AGENDA SECTION: **COMMITTEE REORGANIZATION**

SUBJECT: Committee Reorganization

SUGGESTED ACTION:

- Motion to approve the committee reorganization as presented.

ATTACHMENTS:

2024-25 Commissioner Board and Committees Assignments.pdf

COMMISSIONER'S MEMBERSHIPS FOR COUNCILS/BOARDS/COMMITTEES

Commissioner Tim Wells	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Heartland Regional Transportation Planning Organization (HRTPO) - Alternate	Every other month	Marybeth Soderstrom (msoderstrom@cfrpc.org)
Healthy Hardee (formly known as Health Care Task Force)	Monthly - First Friday @ 9a	Stefania Sweet (stefania.sweet@flhealth.gov)
Community Recreation Complex	As needed	Meredith Durastanti (mdurastanti@hardee.k12.fl.us)
Coastal and Heartland National Estuary Partnership (CHNEP)	4 times a year	Jennifer Hecker (jhecker@chnep.org)
Value Adjustment Board (Alternate)	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)
Transportation Disadvantage	Quarterly	Marybeth Soderstrom (msoderstrom@cfrpc.org)

Commissioner Noey Flores	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Housing Authority	Quarterly	Cliff Ables - Attorney (cmables@heartlandflroidalaw.com)
Career Source Heartland - Alternate	Quarterly	Donna Doubleday - President (ddoubleday@careersourceheartland.com)
Heartland Regional Transportation Planning Organization (HRTPO) - Chair	Every other month	Marybeth Soderstrom (msoderstrom@cfrpc.org)
Value Adjustment Board - Chair	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)
Small County Coalition - Alternate	As needed	Chris Doolin (cdoolin@doolinandassoc.com)

Commissioner Donald Chancey	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Tourist Development Council	As needed	County Manager's Office - Brandy Crawford
Central Florida Regional Planning - Alternate	Every other month	Kathy Hall (khall@cfrpc.org)
Small County Coalition - Second Alternate	As needed	Chris Doolin (cdoolin@doolinandassoc.com)
Value Adjustment Board	As needed	Charlene Albritton (recording.sup@hardeeclerk.com)

Commissioner Russell Melendy	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Community Traffic Safety	Monthly	Tammy Pearson - City Police Station
Florida Heartland Economic Region of Opportunity (FHERO) - Vice Chair	Monthly	Terry Burroughs - Chairman
Small County Coalition	As needed	Chris Doolin
Drug Free Hardee	Monthly	Maria Pearson (mariapearson@drugfreehardee.com)

Commissioner Kenny Miller	HOW OFTEN DOES BOARD MEET?	CONTACT INFORMATION
Career Source Heartland	Quarterly	Donna Doubleday - President (ddoubleday@careersourceheartland.com)
Central Florida Regional Planning Council (CFRPC)	Every other month	Jennifer Codo-Salisbury (jcodosalisbury@cfrpc.org)
Continuum of Care - Heartland Coalition for The Homeless	Quarterly	Brenda Gray (brenda.gray@heartlandhomeless.com)
Library Heartland Cooperative	Quarterly	Vikki Brown (vikki@myhlc.org)
Industrial Development Liaison	Monthly	Krystin Chapman (k.chapman@thedevelopmentgroup.net)

AGENDA ITEM NO. 6.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE: December 4, 2025

SUBMITTED BY: Charlene Albritton, Clerk of Courts

ITEM TYPE: Minutes for Approval

AGENDA SECTION: **MINUTES FOR APPROVAL**

SUBJECT:

BCC Workshop Session Minutes of February 27, 2025, at 1:30 p.m.
BCC Workshop Session Minutes of March 6, 2025, at 8:30 a.m.
BCC Regular Meeting Minutes of March 27, 2025, at 8:30 a.m.
BCC Workshop Session Minutes of April 3, 2025, at 8:30 a.m.
BCC Tentative Budget Public Hearing Minutes of September 9, 2025, at 5:05 p.m.
BCC Final Budget Public Hearing Minutes of September 23, 2025, at 5:05 p.m.

SUGGESTED ACTION:

- Motion to approve the meeting minutes as presented.

ATTACHMENTS:

2025-02-27 Minutes BCC SWKS.pdf
2025-03-06 Minutes BCC WKS.pdf
2025-03-27 Minutes BCC RM.pdf
2025-04-03 Minutes BCC WKS.pdf
2025-09-09 Minutes BCC BPH.pdf
2025-09-23 Minutes BCC FBPH.pdf



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

February 27, 2025, at 1:30 PM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

Chair Melendy called the meeting to order at 1:31 p.m.

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments. None given.

4. BUSINESS AGENDA

A. Overview of the Hardee County Industrial Development Authority (IDA) Presentation:

County Manager Atchley stated for the record the reason for this special-called workshop; at a previous Board meeting, staff were directed by the Board to invite the IDA for discussion.

County Attorney Johnston presented the following presentation. She noted that there is more information in the presentation, which can be found online, than will be presented in today's meeting.

- Hardee County Formation and Authority:
    - Florida Constitution – 1968 Amendments resulted in "Home Rule":
        - Charter and non-charter counties:
            - Charter – all powers of local self-government not inconsistent with general law
            - Non-charter – powers of self-government as is provided by general special law
        - Constitutional Officers – sheriff, tax collector, property appraiser, supervisor of elections, and clerk of court
        - Form of government – commissioner-administrator, BOCC, county administrator/manager, and county attorney
        - Governing body of five to seven commissioners
        - The duties of the Board of County Commissioners (BOCC) are specifically provided for in Chapter 125, Part 1, Florida Statutes, but generally include the following:
            - Adopt an annual budget
            - Levy taxes and special assessments, borrow and expend money, and issue bonds
            - Adopt county ordinances, resolutions, rules of procedure, and prescribe fines and penalties
            - Provide services related to health and welfare of citizens, such as fire protection, parks and recreation, and waste disposal/collection
            - Provide for prosecution and defense of legal causes on behalf of the County
            - Appoint members to and create boards, authorities, committees, and commissioners as required by law

        - Additional obligations include **ensuring the expenditure of County funds serves a public purpose for the residents of the County**
    - For example, the BOCC may expend funds that serve a public purpose for the residents of the County in relation to:
        - Public health
        - Certain state welfare programs
        - Roads
        - Public transit
        - Water and sewer
        - Solid waste
        - Parks and recreation
        - Libraries
        - Water pollution
        - Zoning and housing
        - Economic development
        - Ditches, drains, and canals
        - Public safety
    - As a non-charter county, the BOCC may not take actions that are not expressly or impliedly permitted or are expressly prohibited
    - For example, the BOCC may not spend money on items that provide private benefits, such as:
        - Buying property for a private business or individual
        - Investing in private business
        - Otherwise enriching a private person or business by expending funds in a manner that does not serve an authorized public purpose
    - What are local development agreements?
        - *The Florida Local Government Development Agreement Act* sections 163.3220-163.3243, Florida Statutes, authorized local governments to enter into development agreements
        - Development agreements provide assurances to a developer that upon receipt of a development permit they may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement:
            - A “development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land

Points that were highlighted by County Attorney Johnston during the presentation include:

- The BOCC is prohibited from lending, using taxing power or credit for the aid of any private person, corporation, or association
- The BOCC can invest public funds
- Bonds can be used for specific items such as airports, ports, industrial manufacturing plants, and electrical transmission facilities
- The Florida Local Government Development Agreement Act, sections 163.3220-163.3243, Florida Statutes, authorized local governments to enter into development agreements:
    - Development agreements provide assurances to a developer that upon receipt of a development permit they may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement
    - A “development permit” includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land
- As agreements between a developer and a local government, either party has the authority to enforce the conditions of such agreements pursuant to the act

- Additionally, pursuant to the act, any party or aggrieved or adversely affected person may file an action for injunctive relief in the circuit court where the local government is located to enforce the terms of a development agreement or to challenge compliance of the agreement:
    - "Aggrieved or adversely affected party" means any person or local government that will suffer an adverse effect to an interest protected or furthered by the local government comprehensive plan. The alleged adverse interest may be shared with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development order
- Development agreements can be amended by either party in the agreement and challenged by an aggrieved party according to specific requirements
- Beginning in 2008, the County's development agreements have contained mitigation payments to maintain consistency with the goals and requirements of the County's Comprehensive Plan. The economic mitigation in the development agreements is paid to the Industrial Development Authority (IDA)
- The County's current development agreements include:
    - 2008 South Fort Meade Mine – Hardee County Mine (four Amendments)
    - 2012 South Pasture Extension Mine
    - 2018 Ona Mine
    - 2020 South Fort Meade Eastern Reserves
    - 2023 South Fort Meade Eastern Extension
- South Fort Meade Mine-Eastern Extension:
    - $8 million stimulus payment to stimulate and support new housing and community re-development
    - IDA will administer the stimulus payments for infrastructure improvements to support housing and community redevelopment consistent with objectives of the Land Development Agreement (LDA) to utilize contributed funds for infrastructure improvements such as roads, turn lanes, traffic signals, water and wastewater, landfill, telecommunications, and other similar items necessary for residential development
    - Interlocal Agreement between IDA and County requires the funds be used in accordance with the LDA

County Attorney Johnston reviewed the history of the **Economic Development Authority (EDA),** noting that the Hardee County Economic Development Authority was created pursuant to a special act of the Legislature of the State of Florida in 2004 (SB 3110):

- The purpose of the EDA is to solicit, rank, and fund projects that provide economic development opportunities and infrastructure within the County and to otherwise maximize the use of federal, local, and private resources
- The EDA is required to do the following:
    - Adopt rules in conformance with the *Administrative Procedure Act*
    - Meet at least once each quarter in a public meeting
    - Establish procedures for the solicitation and awarding of grants
    - Direct the clerk to expend funds upon receipt of any voucher signed by at least two members of the EDA
    - Create a standardized application form for grants
    - Perform any other duties adopted by the legislature
- The EDA may do the following:
    - Appropriate funds that have been paid by the state Chief Financial Officer to the clerk in the distribution of the tax on severance of phosphate rock for the administrative costs of the EDA and for economic development and infrastructure projects in the County
    - Conduct business and receive funds
    - Sue and be sued
    - Approve a yearly operating budget
    - Approve or amend time and costs sheets submitted by specified County employees for payment and travel and per diem expenses submitted by EDA members
    - Establish written by-laws
    - Enter into contracts necessary to conduct business
    - Perform any other acts reasonable and necessary to implement and enforce the EDA's authority

- As an entity created pursuant to a special act, the EDA's authority may only be changed by another such special act:
    - Any change in the EDA and its function would have to be a special act by the Florida Legislature. The most recent act narrowed the scope of the EDA; the EDA is now limited to providing infrastructure grants to the three municipalities in the County

County Attorney Johnston reviewed the history and scope of the **Industrial Development Authority (IDA),** noting that according to State statute every county in the State of Florida has an IDA:

- The Hardee County Industrial Development Authority (IDA) is a dependent special district of Hardee County
    - Section 159.45, Florida Statute – "In each county, there is hereby created a local governmental body as a public body corporate and politic to be known as the 'County Industrial Development Authority[.]' [The IDA] is constituted as a public instrumentality for the purposes of industrial development[.]"
    - Pursuant to section 159.45, Florida Statute, every county in the State of Florida has an IDA
- For an IDA to function, the county's governing body needs to determine whether there is a need for the IDA to function either:
    - Upon its own motion; or
    - Upon the filing of a petition signed by 25 residents of the county
- Hardee County's IDA was created on February 9, 1984, by Resolution No. 84-10, upon the filing of a petition signed by more than 25 residents of the county
- Under section 159.45, Florida Statue, the IDA "is constituted as a public instrumentality for the purposes of industrial development[.]"
- Resolution No. 84-10 provides that the IDA was created "to foster the economic development of Hardee County[.]"
- Additional resolutions were enacted by the Board of County Commissioners amending the creation of the IDA – Resolution Nos. 96-31, 2000-01, 08-31, 12-01, 12- 18, 15-12, and 15-14
- The IDA was restated and had its authority expanded by Resolution No. 96-31 to include promoting industrial development
- Pursuant to section 159.45, Florida Statute, the IDA has the power to exercise the powers conferred by sections 159.44 through 159.53:
    - Section 159.46 provides the purposes of the IDA as follows:
        - Financing and refinancing projects as provided for by the *Florida Industrial Development Financing Act* and by ss. 159.44-159.53, and for the purpose of fostering the economic development of the County
        - Studying the advantages, facilities, resources, products, attractions, and conditions concerning the County with relation to the encouragement of economic development
        - Cooperating and working with industrial development agencies, chambers of commerce, and other local, state, and federal agencies having responsibilities in the field of industrial development
    - To achieve its purposes, the IDA has the powers outlined by section 159.47, which includes:
        - To have perpetual succession as a body politic and corporate and to adopt by-laws for the regulation of its affairs and the conduct of its business
        - To adopt an official seal and alter the same at pleasure
        - To maintain an office at such place or places in the county as it may designate
        - To sue and be sued in its own name and to plead and be impleaded
        - To enter contracts for any of its authorized purposes
        - To issue revenue bonds or other debt obligations repayable solely from revenues derived from the sale, operation, or leasing of projects or other payments received under financing agreements with respect thereto, subject to the approval or disapproval of the Commission (powers continue on next page); To exercise all the powers in connection with the authorization, issuance, and sale of revenue bonds to finance the cost of projects conferred on the County by *the Florida Industrial Development Financing Act*
        - To acquire by lease, purchase, or option real and personal property for use as sites for the location of projects as defined in the *Florida Industrial Development Financing Act* (and to prepare such property for industrial use, including the construction of access roads, drainage, and other necessary improvements)

        - To secure the issuance and repayment of industrial development bonds by a security instrument encumbering only the capital improvements, which are financed by the IDA, subject to the approval or disapproval of the Commission
- What is the IDA's relationship with the Board of County Commissioners?
    - Pursuant to Resolution No. 15-12, the IDA shall consist of no less than five members, with a goal to maintain seven members
    - The members of the IDA are appointed by the Board of County Commissioners. The members elect their own chair and vice-chair and may choose to appoint their own secretary and other necessary officers (Resolution No. 84-10)
    - The IDA must report to the BOCC, either in person or through its minutes, on at least a bi-monthly basis (Resolution No. 84-10)
    - Members may be removed by the BOCC for misfeasance, malfeasance, or willful neglect of duty (Resolution No, 96-31)
    - The IDA members are appointed by the BOCC and must have a board of no less than five members; their goal is to maintain a board of seven; the IDA Board elects its own chair and vice chair
    - Section 159.48, Florida Statute, authorizes the BOCC to levy ad valorem taxes in an amount not to exceed one mill annually for the purposes of the IDA:
        - The proceeds of such ad valorem tax shall be used to aid the IDA in fostering, developing, and locating industry in the county and to pay the reasonable operating expenses of the authority to the extent that the BOCC finds necessary
        - No ad valorem taxes shall be used for the purpose of paying the interest or principal on any bonds issued to finance or refinance an industrial or manufacturing project

Chair Melendy called for any questions for the County Attorney. None noted.

B. Economic Development Council (EDC)/Industrial Development Authority (IDA) Program Overview and Update:

The Development Group President/CEO, Denise Grimsley, Chief Operating Officer, Sarah Evers, and Chief Administrative Officer, Krystin Chapman, presented Redefining Rural Economic Development:

CEO Grimsley informed the BOCC that since July 2022, the Industrial Development Authority (IDA) has conducted a clear and comprehensive review of the past decade of economic development activity in Hardee County. Findings revealed it to be an organization with outdated policies, limited communication, and no strategic plan. As President of The Development Group, CEO Grimsley was tasked by the IDA Board with a 3-year turn-around effort; a full turn-around of an organization typically takes five years, but meaningful change can be shown by the end of year three. Evidence of these changes can be seen in the IDA.

CEO Grimsley reviewed the statutory purpose of the IDA and its role in economic development; she offered a brief explanation between the EDC (The Development Group) and the IDA:

- Purpose of the IDA:
    - Florida Statute Chapter 159, Part III - *Florida Industrial Development Financing Act* - established the Industrial Development Authority:
        - IDAs were created to promote economic growth by facilitating financing for industrial manufacturing projects
        - Primary Role: IDAs should finance projects that create jobs, support industry, and enhance public welfare
        - IDAs operate as separate legal entities, shielding the county from direct financial liability when financing private projects
        - The Legislature enacted these provisions to enable local governments to issue tax-exempt bonds

CEO Grimsley noted that until this year the IDA had not explored the option of using bonds.

    - Job creation and retention are a purpose of the IDA
    - Financing infrastructure:
        - The Legislative intent of the IDA is to enhance the economic welfare of Florida residents by providing access to low-cost financing for industrial development

        - This is primarily achieved through industrial revenue bonds, which are repaid through project revenues rather than public funds
    - Encouraging private investments
    - Economic diversification
    - Community development
    - Regional competitiveness
    - Primary role – IDAs should finance projects that create jobs, support industry, and enhance public welfare:



- The IDA and the Economic Development Council share the same board members; each entity operates under its own set of policies and procedures
- The Economic Development Council is a 501(C)3 nonprofit organization, which does business in the State of Florida as The Development Group
- The Development Group is responsible for managing the affairs of the Industrial Development Authority
- The Development Group – leads economic and community development organization:
    - Economic Development Authority – main funding source for infrastructure and business investment
    - Industrial Development Authority – implements economic development projects
    - Main Street Wauchula and CRA (Community Redevelopment Agency) – City of Wauchula economic development leaders
    - Hardee Chamber of Commerce – business retention, marketing, and recruitment
- The EDA consists of the five county commissioners along with representatives from the City of Wauchula, the Town of Zolfo, the City of Bowling Green, and CareerSource Heartland
- Prior to 2012, the EDA Board was primarily composed of private citizens and the Executive Director of the IDA
- Since the EDA has no dedicated staff, the IDA has historically managed grants for the IDA and the EDA compensated the IDA for those services
- In the past year, the IDA has ceased asking for or receiving any reimbursement from the EDA
- The EDA has shifted its focus from start-up organizations to providing funding for infrastructure

CEO Grimsley informed the Board that a three-year strategic plan was implemented to drive meaningful change and effectively measure progress. In year two, a key focus initiative was building trust through consistent and transparent communication; a communication policy was embraced that included monthly newsletters and regular community engagement efforts.

The Development Group discovered that attracting potential companies was significantly more challenging when the organization was seen as part of a rural government, rather than a private economic development entity. The Development Group's brand identity was formed as a result of this finding.

- **External Focus: One Community, MANY Opportunities:**
  - In January 2024, The Development Group asked residents, via the Hardee Speaks County-Wide Survey, to help shape Hardee County's economic future. They provided important information that will help determine:
    - The new **industries** that would be a good match for Hardee County
    - The best way to ensure **good-paying jobs and opportunity** in our community
    - The **amenities** that should be available for both residents and businesses
    - The **greatest needs** in Hardee County, from housing and healthcare to transportation and recreation
  - The survey was conducted through multiple channels including text messages, phone calls, social media, and direct mail
  - Top priorities that the survey found were attracting new businesses, improving K-12 education, increasing health-care providers, expanding affordable childcare options, developing job-training programs, and expanding housing options



  - By establishing these five pillars based on direct input from Hardee County residents, The Development Group is ensuring that economic development efforts align with the community's vision and priorities

- **Building a Vibrant Community: A Blueprint for Citizen-Powered Change:**
  - What defines a vibrant community?
  - The answer to this question is defined as a community where:
    - Young professionals can build their futures
    - Where talent and private investment are attracted
    - Where a strong tax base ensures financial stability
    - A place that is safe, clean, and supported by an excellent education system
  - The Development Group has condensed these principles into a 6-week course and have graduated seven classes with an eighth underway, and a ninth to begin soon. Commissioner Melendy, Commissioner Wells, and Commissioner Miller are graduates of this program
  - The Building a Vibrant Community series emphasizes the importance of civic engagement, vibrant downtown spaces, education, healthcare, housing, and infrastructure
  - Recreation is what we do on Saturdays; tourism is what other people pay to come here to do on Saturdays
  - A key focus area is downtown economic development
  - The Development Group is actively working with Florida Gulf Coast University and South Florida State College to establish a business incubator on Main Street funded by a state grant
- **Education and Healthcare:**
  - Hardee County graduation rates are down to 73 percent, which is about a 20 percent decline since 2022
  - Kindergarten readiness scores are declining at 34 percent
  - Third grade and eighth grade math scores are declining
  - Early childhood learning is critical for the future workforce and reduces the burden on the school system
  - TDG strongly believes that Hardee County should be a place where people can build careers and not just childhood memories. The goal is to create opportunities in Hardee County so the best and brightest do not t have to look elsewhere

  - Talent is the number one incentive that companies look for, then the healthcare system followed by downtown
  - The community survey revealed a strong demand for more healthcare specialists. Currently, no physician lives and works in Hardee County
  - The need for an assisted living facility with a memory care unit was also identified
  - AdventHealth has acquired two additional lots for future expansion and potentially an ambulatory surgery center
- **Housing:**
  - A housing study revealed that the number of demolition permits pulled equal to the number of new construction permits
  - 50 percent of the housing in Hardee County is over 40 years old
  - Three housing programs were launched by The Development Group
  - It is essential to balance new housing development for current residents with attracting new residents who bring outside revenue into the county
  - Additional rooftops can put a strain on public services due to property tax exemptions. Higher-income home construction is needed to maintain and improve upon infrastructure
- **Digital Connectivity:**
  - A necessity more than a luxury for future growth
  - People can live anywhere if they can work remotely
  - Expanding fiber availability will help keep the county competitive
- **Infrastructure:**
  - The Ona Mine agreement has an infrastructure segment of $400,000 budgeted dollars to be used to supplement any EDA project.
  - Previous projects have included improvements to the fairgrounds and infrastructure at Hidden Creek on Louisiana Avenue
- **Focus Groups:**
  - Engagement - continuous pursuit of engaging with Hardee County residents to form a sustainable program
  - Transparency - consistent improvements to best practices, increasing transparency and communications
  - The Development Group offers custom business solutions and incentives for companies looking to scale their businesses
  - Three types of focus groups - education, housing, and high school athletics
  - The longest running focus group is dedicated to youth and athletics
- **Internal Focus - Implementing Best Practices:**
  - Record keeping:
    - Streamlined records management
    - Improved financial reporting
    - Consistent practices
  - Best practices:
    - Enhanced contracts
    - Regular construction management meetings
    - Optimized legal presence
  - Professionalism:
    - Strengthened relationships
    - Increased engagement
    - Staff development
    - Implemented board education

CEO Grimsley noted that The Development Group's focus shifted internally in the fourth quarter of 2023, with an emphasis on prioritizing updating accounting practices. Contracts issued prior to 2024 lacked standardization and favored businesses, rather than the IDA; contracts have been restructured to ensure greater financial oversight and stronger protection for public investments.

  - Highlighted differences between a pre-2022 contract and a new 2025 contract:
    - Innovar Structures (pre 2022 contract):
      - Guaranteed purchase price
      - Right of first refusal
      - IDA responsible for building insurance
      - No inflator
      - IDA responsible for major repairs
    - SafeGage America Manufacturing, Inc. (2025 contract):
      - Business plan
      - Triple net
      - Annual inflator
      - Purchase option

- Appraised value or investment (whichever is greater)
- Personal guarantees
- Quarterly verification
- Job creation
- Financials

- **Manufacturing Strategy - Leveraging Hardee County's Unique Strengths:**
  - Strategic Goals:
    - Contribute to Florida's manufacturing footprint
    - Capitalize on our unique position - close to buyers, suppliers, and transportation routes
    - Support workforce development
    - Promote rural advantages - lower property taxes and cost of living
  - Key Initiatives:
    - Workforce development
    - Infrastructure development
    - Marketing and promotion
    - Economic impact and national security
  - Collaborations and partnerships:
    - Educational institutions
    - Workforce and EDOs
    - Local and state government
  - Metrics for success:
    - Job creation
    - Economic growth
    - Business relocation and expansion
    - Workforce development
    - Infrastructure milestones

Chief Administrative Officer, Krystin Chapman, informed the Board about microcredentials/digital badge and explained how these industry and business specific programs will contribute to a skilled workforce through a partnership with local colleges and universities. She emphasized the strong work ethic in the Hardee community and how this is an asset when combined with programs like microcredentials and digital badges.

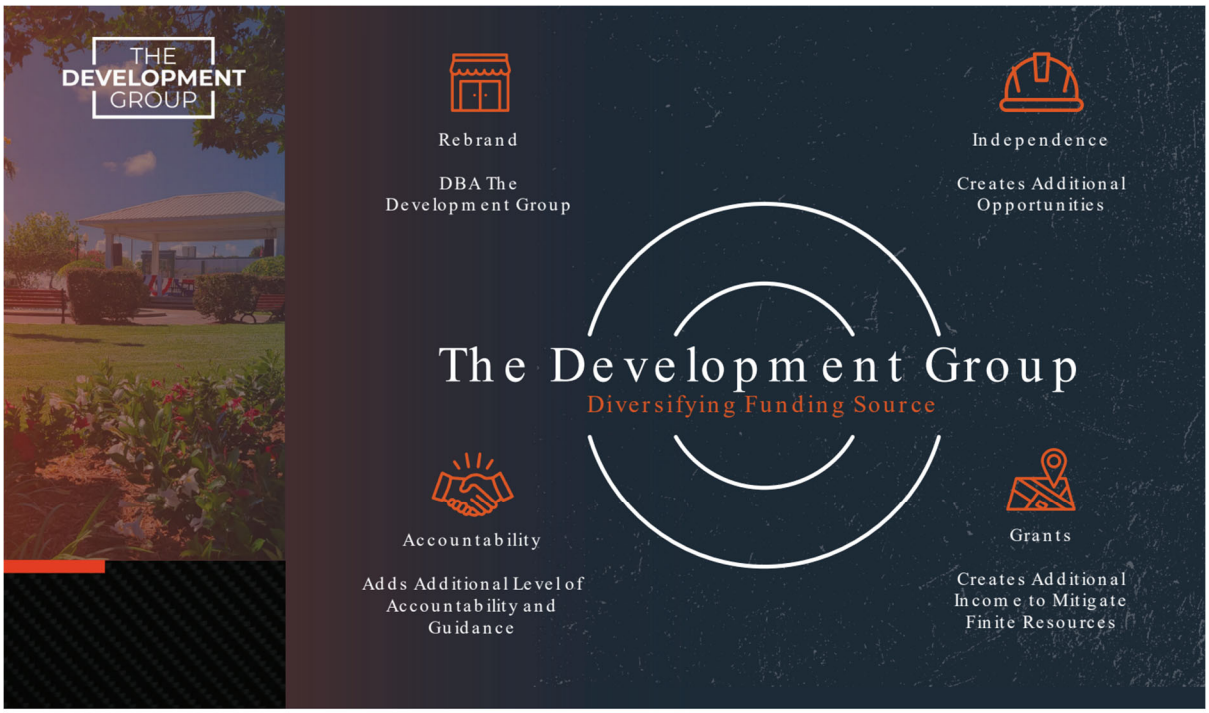
CEO Grimsley explained that the Hardee Business Park is the only business center zoned CIBC (Commercial Industrial Business Center).



CEO Grimsley provided clarity regarding the properties under the IDA's management; the majority of the parcels are located in the business park. Truss Works, LLC, recently purchased a parcel of land next door to the business park. Culver's is under contract for the old Scottie's building with a closing set for on or before November 25, 2025. The current business in the old Scottie's building is relocating to the business park. A grant has been applied for to extend Hogan Street connecting the north-bound and south-bound lands of U.S. Highway 17 at AdventHealth hospital.

CEO Grimsley reviewed the IDA contributions to the county tax base, noting that the IDA contributed $271,000 in property taxes last year; IDA affiliated businesses recently contributed $139,000 in property taxes, and $162,000 in tangible personal property taxes.

She highlighted key initiatives of The Development Group shown in the slide below:



Since 2022, The Development Group has secured $12.7 million in grant funding. CEO Grimsley reviewed the individual grants for the Board and projects that have resulted from these grants. One included an inland port study and communication with SeaPort Manatee.

The Development Group rebranding has allowed them to establish an identity independent of the government, which has opened additional opportunities for securing grants. An example of this is that Hardee County and the IDA can now receive funding through the Rural Infrastructure Funding Grant. Grants have become an essential revenue stream in light of the fact that all of the Local Development Agreements (shown below) have expired with the exception of the Ona Mine Agreement, which continues to provide $2 million per year. The Eastern Extension Agreement will also provide another $2 million.

Chief Operating Officer, Sarah Evers, read Goal E5, Policy E5 from the Hardee County Comprehensive Plan section on Economic Development relating to mining and local development agreements. She noted that each local development agreement contains goals and objectives; it is the role and objective of the IDA to carry out these priorities.

- **Local Development Agreements:**
  - South Ft. Meade (2008):
    - $50,386,735 total
    - $6 million to BOCC
  - Ona Mine (July 2018):
    - Only recurring dollars
    - 25-year term
    - Workforce Development Endowment managed by the Hardee County Education Foundation, Inc.
  - Eastern Extension (July 2023):
    - 81-acre property - provided by Mosaic Fertilizer, LLC, on Bostick Road for housing development
    - $8 million economic payment
    - $800,000 of this $8 million was allocated to the BOCC for water and sewer infrastructure (Bostick Rd)

CEO Grimsley highlighted the following projects and companies:

- Honey Bear Bake Co (a pre-2022 project):
  - 126 W. Main St., Wauchula - purchased for $111,000

  - Originally intended for office space
  - Triple Net Lease - tenant is responsible for operating costs, maintenance, and taxes and insurance - $2,317 for monthly rent
  - Purchase option
- 113 N. 7th Ave, Wauchula:
  - Purchased for $135,000
  - Sold to adjacent property owner (less parking)
  - IDA gained ownership of additional parking in transaction
  - Construction deliverables
  - $1.4 million Rural Infrastructure Grant will be used for renovating the parking lot
- R. Riveter:
  - Purchased for $910,000
  - Manufacturing downtown
  - Assessing best and highest Use

CEO Grimsley noted that it was a mistake for the IDA to try and fit a manufacturer, such as R. Riveter, into a retail space. She noted that the property was under construction in 2022, when the reorganization began and it is still under construction today. The R. Riveter company is a manufacturer and will never be a retail space; they currently have plans to relocate to the business park. The building is in the final stages of repair. The IDA believes the current R. Riveter location is the perfect site for the business and culinary incubator.

Current Industrial Development (IDA) Board Members:
• Chair Lee Mikell - financial
• Vice Chair Barney Cherry - agriculture
• Courtney Green - business and county workforce
• Calli Ward - future economic development
• Chris Idsardi - housing and construction
• John Gill, P.A. - healthcare
• Rebekah Tucker - business and county workforce
• BOCC Liaison - Commissioner Miller

Resolution 2023-50, passed by the BOCC in July 2023 defined the IDA Board as having seven members with representation in the areas of healthcare, housing and construction, business and county workforce, finance, agriculture, i.e., individuals with substantial stake in the future of the county's economic development. The board is a volunteer board subject to the Florida Sunshine Law.

The Development Group mission is "inspiring economic growth", and their vision statement is as follows: The Development Group is creating a strong community of integrity where people want to be.

Chair Melendy thanked CEO Grimsley for the presentation.

Chair Melendy recessed the meeting at 2:45 p.m.
Chair Melendy reconvened the meeting at 3:00 p.m.

Chair Melendy opened the floor for discussion and questions from the Board.

Commissioner Flores commended The Development Group representatives for a well-prepared presentation that answered many of his questions. He noted that he feels more comfortable about the direction the group is headed.

Commissioner Chancey echoed his thoughts about the great presentation. He referenced his one-on-one meeting with Mosaic Fertilizer, LLC (Mosaic), and the five elements that were discussed; specifically, he inquired about the $8 million used for education.

Chief Administrative Officer Chapman explained the $8 million endowment managed by Hardee County Education Foundation, Inc. Applications are received from residents who are reimbursed educational costs from interest generated from the $8 million. Scholarship applications are ranked and awarded at a rate of 20 percent of the scholarship award for each year that they live in Hardee County.

Commissioner Chancey inquired about Hogan Street and whether this is the property that was purchased by the IDA for $260,000 to make the roadway through this property.

Chief Operating Officer Evers affirmed that the IDA had purchased this property knowing that the road extension would be a priority due to its proximity to the hospital; this property (Hogan Street) is separate from the Culvers' purchase. The grant for $431,000 is to pave the road connecting the north-bound and south-bound U.S. Highway 17 lanes.

CEO Grimsley noted that the extension and paving of Hogan Street will considerably benefit Culvers.

Commissioner Chancey inquired about the five Mosaic agreements and if all five of them are with the BOCC. CEO Grimsley explained that the local development agreement is with the BOCC; the economic development dollars went directly to the IDA with the exception of the last one where the dollars went to the County and then the IDA through an interlocal agreement.

Commissioner Chancey expressed his personal opinion that because the agreements are between Mosaic and the BOCC the money should go to the Clerk of Courts to be dispersed so that there will be public record of the funds. CEO Grimsley noted that public records can be requested of the IDA and will be honored.

CEO Grimsley explained that The Development Group submits a monthly executive report to their Board, which can be given to the BOCC as well or the report can come to the BOCC through Commissioner Miller as the liaison; she noted that The Development Groug can provide the BOCC with as much communication as they would like.

County Attorney Johnston informed Commissioner Chancey that the terms of the agreements, as originally established by the BOCC at the time, directed the economic stimulus payments to go directly to the IDA not to the County first to then be dispersed to the IDA.

CEO Grimsley noted that pre-2022 agreements and post-2022 agreements differ in transparency levels and how things were done. Commissioner Chancey affirmed that what is being done now with the IDA is significantly better than the past; his main concern is with making sure that someone is accountable for the money whether it is the IDA or the BOCC.

Commissioner Wells affirmed the quality of the presentation given, noting that several of his questions were answered by what was shared. He noted that some of his questions come directly from constituents and asked, “Is it the purpose of The Development Group to purchase properties?” Specifically, he highlighted the number of properties purchased, the amount spent on those properties, and the question of whether they all have a purpose. Commissioner Wells inquired about a property near the airport that has no access.

CEO Grimsley affirmed that the properties have access through an easement and were purchased for the purpose of future development in expanding the runways and industrial operations around the airport. The property has been cleared and if there is no ready tenant in the next year it will be fenced and leased to an agricultural producer.

Commissioner Wells stated that it seems The Development Group is turning into a real estate holding. CEO Grimsley responded to this statement, noting that The Development Group’s intent is to divest these properties; they will be aggressively marketing commercial properties this year to bring in manufacturing.

Commissioner Wells inquired about the status of the company that is manufacturing gloves. Chief Operating Officer Evers noted that the IDA Board approved the grant award agreements for that project at their last board meeting. The Development Group is currently negotiating a lease purchase agreement with SafeGage, the medical glove manufacturer. The engineer and architect are waiting to start on the project once the lease purchase agreement has been approved by the board (likely at the March meeting).

Commissioner Wells referenced his preference for new businesses driving the need for new homes. He is in favor of assisting but not funding new industries in the county. Chief Administrative Officer Chapman noted that investing in capital outlay, i.e., a building, rather than business operations, protects the IDA assets, because the buildings can be leased or sold to another business. Marketing to real estate brokers outside of the region is a priority and focus in 2025.

Commissioner Wells asked for an update on the status of R. Riveter following their filing of Chapter 11 and reorganization. Chief Operating Officer Evers noted that R. Riveter is still fully operating in their current space while going through the Chapter 11 bankruptcy process; the company is working with a private entity on a potential relocation plan out at the business park.

Commissioner Wells inquired about the Eastern Extension Land Development Project and the money associated with it that has been received by The Development Group. Chief Administrative Officer Chapman noted that of the $6 million, $5.2 million stayed with The Development Group and $800,000 went to the County for sewer and water infrastructure. $5.18 million is available and budgeted for as follows: $1 million for housing and the multipurpose facility, $1 million for the Gardens at Midtown, and $3.18 million for the housing program.

Commissioner Wells expressed his support for the triple net leases and inquired about the annual inflator clause. Chief Operating Officer Evers noted that in future land development agreements there will be a 3.5 percent annual inflator clause for rent.

Commissioner Wells thanked The Development Group for their presentation and the IDA Board for their support and participation in the meeting. He expressed his agreement with recent decisions of the board.

Commissioner Flores expressed a desire to make sure that the public knows what is happening. He acknowledged what The Development Group is doing needs to be transparent. Commissioner Flores noted that the EDA has focused on infrastructure and raised the question of funds being diverted to the EDA from the Mosaic agreements. The purpose for diverting funds

would be to fund projects like water and sewer. He noted the challenge of properties being purchased and developed into 5-acre homesites and how this may affect future developments. Commissioner Flores expressed his understanding that $8 million would be used for Bostick Road development and infrastructure. He understood that the intention of the funds from Mosaic was for this project.

CEO Grimsley responded to Commissioner Flores' comments, noting that there is money budgeted by the IDA for infrastructure (roads, turn lanes, traffic signals, water and wastewater, landfills, and telecommunication). She expressed that if they could work with the EDA on a 5-year plan then they could help accomplish specific projects.

CEO Grimsley noted that none of the money (from the $8 million) has been given out to date; there are no specific obligations, and The Development Group is happy to work with the County on infrastructure.

Commissioner Flores asked for clarification regarding why funds are being given to a developer for their own personal project rather than the IDA helping to finance a low to no-interest loan for the developer to be repaid as lots are sold.

CEO Grimsley noted that the Florida Avenue Project is outside of The Development Group's Strategic Plan because the State does not want septic tanks; a focus on installing water and sewer on specific corridors is preferred. If the BOCC chose another overlay zone (like the Torrey Community overlay), the IDA would also target this area and direct money there.

CEO Grimsley asked Chief Operating Officer Evers to explain the three housing options. Chief Operating Officer Evers explained that one option is for water and sewer infrastructure needs and funding would be for the infrastructure up to just outside the development with the inside being funded by the developer. The other two options involve land acquisition costs where the developer can seek reimbursement for the cost of a property acquisition. These options include a developer agreement between the IDA and the developer with strict and stringent obligations and deliverables that must be met by the developer. Some of these deliverables are related to aesthetics, i.e., sidewalks, landscaping, lighting, etc., or involve deed restrictions.

Commissioner Flores noted that the IDA owns approximately 68 properties, 33 of which are located in the industrial park. He asked if the Board has any concerns that acquiring the remaining properties might place local investors at a disadvantage in competing for commercial businesses considering that the IDA is able to offer lease options. He noted that he is not speaking about the properties in the business park.

Commissioner Flores inquired as to how the IDA's funds are impacted when they purchase properties but do not see a return on the investment for many years. CEO Grimsley affirmed that a return on specific properties often is not seen for a long time; however, there are some properties like the bowling alley where no private investor stepped forward to purchase the property. She noted that the Mancini Packing House purchase was pre-2022, but in that case it was a 100-year-old business that had looked for a private investor and could not find someone to purchase the business.

Chief Operating Officer Evers shared with the Board about the Rife building, noting that it is a downtown building on Main Street that had been vacant for decades. Bringing new life to properties like this one is crucial to economic development and creating a vibrant community. As a developer in this case, the IDA is aware of all of the complications that a building like this would create for a private developer; a private sector business is able to utilize the building once it has been renovated and a building like this becomes a community asset.

Commissioner Flores affirmed the benefit that this building renovation has brought, but noted that many downtown businesses find it difficult to do business and thrive.

Commissioner Flores inquired as to who is the qualified staff member who is responsible for negotiating with potential buyers and lessees. CEO Grimsley stated that this person is Chief Operating Officer, Sarah Evers.

Commissioner Flores inquired about the sale of properties like wetlands or other properties that no longer serve a purpose. CEO Grimsley noted that all of the properties for sale in the park will be aggressively marketed this year.

Commissioner Flores inquired if there are specific requirements attached to the purchase of properties from the commerce park, i.e., can they be purchased and not developed. Chief Operating Officer Evers informed the Board that Phase 2 of the Hardee County Commerce Park is tied to grant dollars; all of the grant award agreements have metrics that must be met by the grant awardee. That section has a 10-year term and an obligation through the State to create a set number of jobs. Phase 1 lots are either owned by the private businesses in the park or are buildings owned by the IDA with a tenant. The last available lot under IDA ownership is the lot for Aloha Medical Services.

Commissioner Flores inquired about the money received by the IDA for leasing a building. CEO Grimsley noted that lease funds go into the General IDA Fund; employees are paid out of the Economic Development Council (a separate fund), and an annual administrative supplement goes to the EDC for operating reasons. Chief Administrative Officer Chapman noted that in the current budget all rental income goes into property management.

Commissioner Flores inquired as to how the credits managed for FTE against the lease payments; he asked if they are set up on a different liability account to be put into a reserve account when the purchase is finalized.

Chief Administrative Officer Chapman noted that when a purchase option is exercised by a business who has been leasing a building, the lease payments applied towards a purchase are minus taxes and insurance. Chief Operating Officer Evers noted that the purchase price is being reduced according to the payments received; no money is returned to the business. She explained that the credits are not calculated until the purchase option is exercised as there is no way of knowing if or when a business will exercise this option.

The credits are calculated on a sliding scale with the business being eligible to receive either 50 percent of the purchase price credited if 12 jobs have been created, 75 percent of the price credited if 18 jobs are created, and 100 percent of the purchase price credited if 24 or more jobs are created.

Commissioner Flores expressed his concerns related to the sliding scale and job creation. The question is one whether we are in "the red or the black." Chief Operating Officer Evers stated the IDA would never credit the company more than the purchase price or appraised value. Credits are only received up to the purchase price, even if the amount paid in money for the lease is more than the purchase price.

Commissioner Flores expressed a desire to have this type of dialogue and communication with The Development Group staff on a more regular basis either monthly, bi-monthly, or quarterly.

Commissioner Flores inquired as to how the contracts are awarded for capital improvements. Chief Operating Officer Evers noted that construction projects are run through a construction management service, and continuing services contract with three construction management firms who serve as the general contractors for the project. Each component and subcontractor is bid out through a competitive bid process.

Commissioner Flores shared community members' concerns with numerous acquisitions of real property by the IDA. He noted that some community members state it is hard to compete with the IDA, and some businesses were given opportunities by the IDA but have not been successful. The County loses out on the investment when a business fails.

Commissioner Flores expressed his appreciation for the presentation and the direction that the IDA is moving in and the emphasis they are placing on housing and healthcare. He noted his support for manageable growth and infrastructure to support it.

CEO Grimsley noted the benefit of working in collaboration with the Board.

Chair Melendy called for any further questions or comments from the Board.

Commissioner Miller noted that he is the Board liaison for the IDA and emphasized the partnership that has been in place for a long time with the EDC and IDA. He expressed that the County's strategic planning aligns with the focus and purpose of The Development Group and the IDA. He noted that in regard to a return on investments in property one must also consider that some of the investment serves as an incentive for people and businesses to move into the County. History cannot be forgotten, but it can be learned from. Commissioner Miller thanked The Development Group for the presentation, their time, and what they are doing for the County.

Chair Melendy expressed his thanks for the well-prepared and well-presented information. He noted that it seems the office of The Development Group is open to the public and emphasized the importance of collaboration in solving problems; the volunteer IDA Board well-represents the County and their interest is for Hardee County. Chair Melendy emphasized that we are all one team striving for Hardee County, growth is coming, and everyone wants improvement. He expressed his excitement for the future and offered his help in any way.

Commissioner Chancey inquired about the plans for the old hospital, noting that he gets a lot of questions from constituents on this topic. CEO Grimsley noted that the hospital was another case where the business did not thrive and should not have gone in there. She explained that the building has been gutted and has no plumbing or electricity. Quotes have already been received regarding the demolition of the building in order to move forward with some type of housing at that location.

Commissioner Chancey inquired about the Board's policy on working with local residents versus vetting through Tallahassee. CEO Grimsley explained that companies or individuals are vetted through Tallahassee if they are a large company or if The Development Group or IDA does not have enough information to feel comfortable moving forward without the vetting process; she affirmed it is a case-by-case basis.

Commissioner Chancey noted that he met with the health department officials regarding the nutrient system for septic tanks; currently the law does not require one acre, lots or larger, to have this system added. He affirmed that Florida Avenue and smaller lots could soon have this mandatory requirement.

Commissioner Chancey referenced zoning requirements related to H2-A Housing and expressed that the Board regulates zoning, but not H2-A.

Commissioner Wells noted that the desire of the Board is that The Development Group and the IDA be good stewards of the money they are allocated; he expressed his concern that The Development Group and the IDA is spending more money than

is necessary. CEO Grimsley affirmed that in the past this has been accurate; she expressed that The Development Group is happy to present or share their budget with the Board on a monthly basis.

Commissioner Wells asked CEO Grimsley how much money is spent on communications through the marketing budget. CEO Grimsley noted that this information can be provided for the Board; Chief Administrative Officer Chapman affirmed that money for communication comes from only one area of their budget whereas previously the money came from all three funding sources. CEO Grimsley expressed that The Development Group and the IDA has worked to clarify their budget and make it more transparent to their Board and the community.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Melendy opened the floor for public comment.

The following persons addressed the Board:

Mr. Michael Stoddard
Mr. Lavon Cobb
Mr. Barney Cherry
Mr. James Roesner
Mr. Jim See
Mr. Travis Maldonado

Chair Melendy called for Commissioner comments.

Commissioner Miller expressed that Hardee County has a lot of leaders in place such as Denise Grimsley, Ben Albritton, and Dale Carlton, who can help Hardee County; he thanked everyone for their time and efforts and encouraged them to work together to benefit the county.

Chair Melendy expressed his appreciation for the work that went into the presentation and the open dialogue of the meeting. He noted that there are many boards and committees for citizens to get involved in if they are looking to have a voice and help Hardee County.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 4:31 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

March 6, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comments.

Addison Drake, 2025 Miss Hardee County, introduced herself to the Board.
Erin Malloy, 2025 Jr Miss Hardee County, introduced herself to the Board.
The 2025 Second Grade Prince and Princess introduced themselves to the Board.

4. BUSINESS AGENDA

A. Amendment No. 1 to FDEP (Florida Department of Environmental Protection) Agreement LPA0300 - Phase 8 Regional Wastewater and Potable Water Service Improvements:

General Services Director, Lorie Ayers, presented Amendment No. 1 to the FDEP agreement for Phase 8 Regional Wastewater and Potable Water Service Improvements. The purpose of this amendment is to extend some of the project dates.

Chair Melendy called for any questions from the Board on this agenda item.

Commissioner Flores requested an update on the status of this project.

County Manager Atchley noted that the scope of this project has extended, and staff are pursuing additional funds to extend and complete the project; the need to obtain additional funding is the reason for the extension of the project completion date.

Chair Melendy called for any additional questions or comments. None noted.

B. Ratification of the County Manager's Expenditures between $25,000 and $50,000:

Budget Manager Diane Moore reviewed the following expenditures for ratification:

- Ameresco – civic center BMS control upgrade for a Carrier 100 Ton air handler; purchased on state contract for $42,537.00
- Johnson Lancaster – new dishwasher at jail kitchen, installation, and removal of old dishwasher purchased on state contract for $30,329.15

- Fonroche Lighting – solar streetlights purchased on state contract for $34,680.00

Chair Melendy called for any questions from the Board on this agenda item.

Commissioner Flores requested an update on these purchases.

Assistant County Manager Baber noted that the dishwasher was budgeted in the previous fiscal year and then rolled forward into this fiscal year; it is a commercial dishwasher that was installed last week.

Assistant County Manager Baber explained that the air conditioner at the Civic Center failed during the fair week and control upgrades for the 100-ton unit had to be installed in order to be able to rent out this facility.

Assistant County Manager Baber explained that the County has a plan for solar lighting at specific street intersections. The lighting at the intersection of CR 663 and SR 64 has been installed. He noted that this is a pilot project for the county; staff are being trained in the installation process for solar lights.

Commissioner Flores noted that there has been discussion for lighting at specific bus stops and he inquired whether solar lighting has been considered for these situations.

County Manager Atchley affirmed that these are target areas and the current installations are to ensure that the product performs as described before installing them in other areas of the county.

Assistant County Manager Simpron noted that the county was awarded a grant for a local road safety plan; the plan will include looking at traffic hot spots as well as causes of traffic crashes and lighting issues and concerns.

Commissioner Wells inquired if there is lighting planned for the MLK (Martin Luther King, Jr.) road work in progress; Assistant County Manager Simpron affirmed that the County is currently installing lighting at the intersection of MLK and Hyde Street, MLK and Fairfax Drive, and MLK and Baker Street. Commissioner Wells noted that he was referring to general lighting; County Manager Atchley affirmed that these pilot solar light projects are to inform the county if this is a viable option for lighting areas where it is too expensive to run power lines.

Chair Melendy called for any further questions.

Commissioner Chancey asked for clarification regarding the $42,537.00 spent on the air handler as to whether this was the cost of a new unit or the cost of only the control upgrades for the unit. Assistant County Manager Baber noted that this was the cost for the control upgrades for the existing unit.

Chair Melendy called for any further questions. None noted.

C. Capital Budget Amendments:

Budget Manager, Diane Moore, reviewed the following:

- True up for Disaster Funding:
  - Disaster cash forward increase of $382,903.00 for a revised budget of $1,522,384.00
  - Buildings increase of $344,255.00 for a revised budget of $344,255.00
  - Infrastructure increase of $38,648.00 for a revised budget of $38,648.00

Budget Manager Moore noted that this amendment is bringing the balance forward from the 2023-2024 Budget to the 2024-2025 Budget. Staff recommends approval of the amendment.

Chair Melendy called for any questions from commissioners on these budget amendments. None noted.

D. Access, Use, and Indemnity Agreement Between Mosaic Fertilizer, LLC, and Hardee County Board of County Commissioners:

Emergency Management Director, Lane Schneider, presented an agreement between Hardee County and Mosaic Fertilizer, LLC, for debris storage on land near the airport. This agreement is signed on an annual basis for disaster-related debris that is not able to go immediately into the landfill.

Chair Melendy noted this is an agreement that is typically renewed annually. He called for any questions from the Board. None noted.

E. Certificate of Compliance for Minor Subdivision *Tropical Unity Subdivision*:

Community Development Director, Todd Miller, presented an application for a certificate of compliance for a minor subdivision (*Tropical Unity Subdivision*). The request is to subdivide three new parcels between 10 to 13 +/- acres in size out of an existing 48.8 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category. The property is located on the south side of Steve Roberts Special, east of Lonnie Shackleford Road.

Staff have reviewed the criteria for the request against the Land Development Code as well as recent amendments to the code and are recommending approval.

Chair Melendy called for any questions from commissioners. None noted.

F. Certificate of Compliance for Minor Subdivision *Rhynn Road Subdivision*:

Community Development Director, Todd Miller, presented an application for a certificate of compliance for *the Rhynn Road Subdivision*. The request on behalf of property owner, Adam MontsDeoca, is to subdivide five new 5.04 +/- acre parcels out of an existing 25 +/- acre parcel zoned A-1 (Agriculture) in the Agriculture Future Land Use Category. The property is located on the southeast corner of Rhynn Road bend, west of Maude Road.

Staff have reviewed the criteria for the request against the Land Development Code as well as recent amendments to the code and are recommending approval.

Chair Melendy called for any questions from Commissioners. None noted.

G. HRTPO (Heartland Regional Transportation Planning Organization)/FDOT (Florida Department of Transportation) Transportation Alternatives (TA) Grant Application for FY 2025-2031 for Martin Luther King, Jr. Blvd Sidewalk Project from west side of Sally Place to Carlton Avenue (Project Cost Estimate of $1,349,263.00):

Assistant County Manager Simpron presented a grant application for federal funding through the HRTPO (Heartland Regional Transportation Planning Organization and FDOT (Florida Department of Transportation) Transportation Alternatives Grant Program. This pedestrian safety improvement project proposes the construction of a sidewalk along the west side of Martin Luther King, Jr., Avenue (MLK), from South Road north to Carlton Street. The project cost estimate is $1,349,263.00.

Assistant County Manager Simpron noted that the proposed sidewalk on the east side of MLK is already funded for the construction phase in FY 2030. This grant application is for funding for the sidewalk on the west side of MLK.

Assistant County Manager Simpron explained that the project has been in the works since 2015 and the County has repeatedly applied for funding. Supervisor of Elections, Diane Smith, has been “pushing” for project based on the need for the sidewalks.

Chair Melendy called for any questions from the Board.

Commissioner Wells inquired if the project will be handled in-house or as an outside job. Assistant County Manager Simpron explained that FDOT will handle the project from beginning to end because it is a federally funded project.

Commissioner Miller asked if the sidewalk project includes lighting for safety. Assistant County Manager Simpron explained that it is only a sidewalk project, but it does include the curb and gutter.

Commissioner Flores noted that it would be good to find a way to work with other grants in order to include the work for the lighting to coordinate at the same time as this project. Assistant County Manager Simpron agreed that lighting is a need and priority, but noted that if the County tries to increase the requested amount to include funding for lighting that there is a chance it will not be approved as funding is limited.

H. HRTPO (Heartland Regional Transportation Planning Organization)/FDOT (Florida Department of Transportation) Transportation Alternatives (TA) Grant Application for FY 2025-2031 for Altman Road, Stenstrom Road, and Florida Avenue Sidewalk Project (Project Cost Estimate of $1,752,178.21):

Assistant County Manager Simpron presented an application for a Pedestrian Safety Improvement Project for funding through the Heartland Regional Transportation Planning Organization (HRTPO) and the Florida Department of Transportation (FDOT). The HRTPO TA Grant Application submission is due on March 31, 2025; The project cost estimate is $1,752,178.21.

The project includes the construction of sidewalks along Altman Road, extending from Hardee Senior High School north to Stenstrom Road, and continuing east to South Florida Avenue, then north to Carlton Street. The purpose of this project is to increase safety for high school students including the cross-country athletic team that runs daily in these areas

Assistant County Manager Simpron noted that this is a new grant application submission for the County.

Chair Melendy called for any questions related to this agenda item. None noted.

I. Resolution 2025-38 - State Funded Grant Agreement for the Ten Mile Grade Project from Scarborough Road to Bridge 064120 with FPID #445076-54-01 funded through SCOP (Small County Outreach Program) (Project Funding Total of $2,090,363.00):

Assistant County Manager Simpron informed the Board that there was a bookkeeping error with a transfer of funding from the FDOT Work Program. He reviewed the history of this grant agreement, noting that the limits of the project had previously been reduced upon Board approval, which involved a movement of funds from one project to another. Resolution 2025-38 is to revise the amount of money transferred by FDOT to accurately reflect the amount that was transferred. The target date for advertising the construction phase is the end of 2025.

Instead of FDOT moving $945,443.00 to FY 2025 for FPID #445076-1-54-01, they only moved $831,475.00. FDOT needs to revise the supplemental agreement to reflect the correct amount moved in FY 2025, which is $831,475.00. Staff are only seeking Board approval for the revised draft supplemental agreement for Ten Mile Grade from Scarborough Road to Bridge 064120 with FPID #445076-1-54-01 to reflect the actual FDOT Work Program balance transfer in the amount of $831,475.

Chair Melendy called for any questions from Commissioners regarding this resolution. None noted.

J. Heard Bridge Update:

Assistant County Manager Simpron informed the Board that the repairs were completed on Heard Bridge as of yesterday and the bridge is currently back in use. Notification from the right-of-way agent regarding this should be received imminently.

Chair Melendy called for any questions regarding Heard Bridge.

Commissioner Chancey asked for an update report on the bridges in the County.

Assistant County Manager Simpron informed the Board that an update can be provided and noted that the County has aging bridges; the NBI (National Bridge Inventory) rating provided by FDOT (Florida Department of Transportation) upon inspection indicates which bridges need repair or replacement.

Chair Melendy called for any further questions. None noted.

K. Resthaven Update:

County Manager Atchley publicly expressed his acknowledgement and appreciation for Assistant County Manager Simpron noting that the recent conversations he was involved in with Florida Association of County Engineers and Road Superintendents (FACERS) and Florida Association of Counties (FAC) regarding upcoming legislation on utilities and public rights-of-way. The proposed legislation would put the burden on the County instead of the utility providers. Assistant County Manager Simpron testified before the legislative committee in Tallahassee yesterday to represent this issue at the State level.

County Manager Atchley provided an update to the Board on Resthaven. He reminded the Board that an update was given at the previous meeting on the Resthaven property and the one bid for $278,000 did not reflect the auction price of $799,000. Staff have completed a report on the structural integrity as well as other information requested by the Board. The property was shown to several different interested parties including an investment company. On the last day of the open bid, bidding activity increased, culminating in the $799,000 auction asking price being met. The auction company is of the opinion that the property is sold seeing that the asking price was met.

Chair Melendy inquired about the closing costs and vetting of the vendors. County Manager Atchley affirmed that the bidders must be vetted and approved by GovDeals prior to the bidding; there is a 12.5 percent selling fee that the buyer pays and must be paid within five days to the auction house. The County Manager stated that the BOCC must approve the sale by resolution at their regular meeting in a couple of weeks in order to move forward to closing. He asked for direction by the Board regarding next steps.

Chair Melendy called for any questions or comments from the Board.

Commissioner Wells asked for the “buy-it-now price” that was set before the auction. County Manager Atchley stated the buy-it-now price as $899,000 with a minimum asking price of $799,000. He noted that as of last week there was a buy-it-now offer of $800,000, but after discussion the decision was made to let the auction play out rather than accept the buy-it-now.

Commissioner Wells noted that the Board needs to do the best thing for the County regarding this property, not just consider the money. He expressed disagreement with using the property for H-2A housing or anything of that nature regardless of zoning; a historical building should not be used in this manner. Commissioner Wells expressed the need to look at zoning across the county and where H-2A should or could be allowed.

County Attorney Johnston noted that the County is not allowed to discriminate against H-2A housing; therefore, wherever housing or agricultural use is allowed the County is preempted on that. Specifically, the County cannot discriminate against H-2A housing.

Commissioner Wells inquired if the Board could decline the offer. County Manager Atchley noted that he would have to look into this, but stated that the $96,000 12.5 percent selling fee must be paid to GovDeals because the marketing work and sale of the property have taken place according to their business regulations. Commissioner Wells inquired if staff were aware of the fees going into their process; County Manager Atchley affirmed that 12.5 percent was known.

Commissioner Flores expressed a desire to keep the historical value of the Resthaven property and noted that multiple interested parties have walked away because of the fees/cost. He affirmed his understanding that all of the surrounding property is zoned A-,1 which allows for H-2A housing. He expressed a majority of the Board being against H2-A housing on this property.

County Attorney Johnston noted that she will go back to the motion made and the terms to determine whether the County Manager and the Board is bound to accept this sale or not.

Commissioner Miller expressed that in the context of H-2A housing, the housing must align with the needs of farm workers within the jurisdiction of the County; however, this local definition can also be applied regionally and may overlap with surrounding areas that share similar labor demands. He noted that under the heading "workforce demand" H-2A housing must accommodate temporary seasonal workforce if there are not enough domestic workers to fill seasonal jobs. Florida law prevents local governments from restricting H-2A housing based on factors like race, national origin, or income. He noted the need for the County to consider what is the demand in the county/region and is that being met versus whether Hardee County becoming the bedroom county for H-2A housing to support Polk, Highlands, and Manatee counties.

Commissioner Chancey noted that the requirement for H-2A workers is a limit of a one-way bus transit of an hour and 15 minutes from place of residence to job.

Commissioner Chancey expressed his understanding of the Board consensus that the Resthaven property be used for a school or ALF (Assisted Living Facility); he also noted his understanding that the Board was told they did not have to accept bids if they did not choose to, though there was no discussion of required fees. He expressed his understanding that the County Attorney said the Board must advertise the property and could not just make a deal with the interested school.

County Manager Atchley responded to this comment and affirmed that the property had not been advertised because the previous offers were not meeting the $799,000 minimum bid.

Commissioner Chancey asked who gave an interview to the newspaper. County Manager Atchley noted that the paper conducted a public records request as they had been watching the auction and sale price.

Chair Melendy called for any further questions or discussion from the Board.

Commissioner Flores expressed that the newspaper gave a perception to the community that the property has been sold and closed on; as of right now this is not the case. He affirmed that no one expected the auction to end at the reserve price of $799,000; he would appreciate the research to determine the county's obligation in this situation.

Chair Melendy called for any further questions or comments.

Commissioner Miller expressed a desire to see what the County's legal options are and if a moratorium can be put forth on new H-2A housing based on the need. He would like to have a discussion regarding H-2A housing in Hardee County and how to best accommodate this type of housing.

Commissioner Chancey noted that the different bids listed by the newspaper were for H-2A housing. County Manager Atchley affirmed that each of the in-person showings with the exception of one investor were for some type of housing. Commissioner Chancey expressed that he would love to find a legal way out of the deal as none of the Board wanted H-2A housing in this facility.

Commissioner Miller questioned how the Board can go about protecting the use of the Resthaven facility for specific purposes, i.e., historical preservation or some other approach.

County Attorney Johnston noted that staff will come back with options regarding this property and a larger scale for the county.

Commissioner Wells asked if staff could look into the surrounding counties and their parameters for housing.

County Attorney Johnston informed Commissioner Wells that she has been working on this since the updates began for the Unified Land Development Code.

Commissioner Wells noted his understanding that Collier County and Lee County have put regulations in place to slow this type of growth.

Chair Melendy expressed that if there are no more comments on this agenda item the meeting will continue with public comments.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Melendy called for public comment.

The following persons addressed the Board:

Mr. Rick Bateman
Mr. Wayne Gourley
Mr. Bob Menzel
Mr. Dave Nickerson

Chair Melendy called for Commissioner comments.

Commissioner Miller informed the Board that at the recent IDA (Industrial Development) Workshop there was discussion regarding the appropriate timeframe (monthly, quarterly, etc.) for them to come back to the BOCC and present updates.

Commissioner Wells expressed his support for a monthly update from the IDA and noted that he would like to be able to speak with IDA Board members as well as IDA staff in a discussion format.

Commissioner Chancey reviewed the history of Resthaven up to his term as a Commissioner and stated that he does not agree with H-2A housing on the Resthaven property.

Chair Melendy noted that potential bidders are not required to set up H-2A housing in the Resthaven property and the purpose of putting the Resthaven property on the market was not for the purpose of making money but to open the sale of the property to potential interested parties.

Commissioner Flores expressed his understanding of citizens' concerns and noted that the Resthaven property has always been a "hot topic." He noted that he has been approached by citizens asking if the County can return it to the type of property it was (an ALF); the County does not have the funding to turn the property into a museum; it is costing the County money to have the property sitting unoccupied and not on the tax roll. Commissioner Flores noted that the maintenance of the Resthaven property as laid out in the original agreement was not supposed to be the responsibility of the County; he expressed his agreement with the concerns as stated by the citizens.

Commissioner Flores noted that he also expected the Board to be able to speak in a workshop discussion format with the Board members of the IDA; he expressed a desire to communicate with the IDA staff and board in a discussion as well as the need to create a formal response from the BOCC; continuing conversations with the IDA on these topics is needed; a monthly report would be great.

Property Appraiser's Update:

Hardee County Property Appraiser, Kathy Crawford, provided a brief overview of upcoming legislation for the 2025 Florida Legislative Session:

1. Discussions surrounding eliminating property taxes. Senate Bill 852 will mandate a study to establish the framework through either budget reductions or sales taxes; there is currently no companion to this bill. If this gained momentum it would come before the voters in the form of a constitutional amendment and require a 60 percent majority vote
2. House Bill 39 and Senate Bill 218 is a proposal to increase the disabled veterans' exemption from $5,000 to $10,000; this would be an impact of $3,100 to the County
3. HJR 163 and SJR 748 is a proposal to grant an exemption to the surviving spouse of quadriplegics; this would have a minimal impact on the County
4. House Bill 589 and Senate Bill 786: these bills exempt agricultural improvements used for ag purposes on lands classified as greenbelt; taxes on ag property (i.e. barns) used for ag purposes would be exempt. A rough taxable value impact estimate to Hardee County would be about $20 million or $168,000 tax dollars to the County

5. SJR 318 and HJR 1215: these bills propose exempting taxes on tangible personal property (anything used in the operation of an ag business) located on ag lands. The impact of this on the County is $48 million taxable value impact, which equates to about $403,000 in taxes
6. HJR 357 and House Bill 359: a proposed constitutional amendment that would create a $100,000 exemption from all levies (homestead properties, commercial properties, residential rental properties). Staff still have questions, but the assumed impact would be about $706 million to a $2.6 billion tax base, which equates to a $6 million impact if this bill is passed by voters
7. SJR 1016 would increase the original homestead exemption from $25,000 to $75,000 for all tax levies; this would have an approximately $145 million tax base impact equating to $1.2 million
8. Other property tax proposals that the impact is not currently known include: a tax cap for senior citizens, which would be capped at age 65; a low-income senior tax cap; affordable housing bills
9. Support for a proposal that would ensure homebuyers are more informed regarding disclosure of their property taxes on platforms like Zillow, Realtor.com, etc. All property values reset to market with new owners, and these sites reflect property values from previous owners

Chair Melendy thanked Property Appraiser Crawford for her update.

Commissioner Wells suggested the following items for staff to look into:

1. Four-day work week - he expressed that this would be more productive for the County as well as a morale booster. He referenced a study conducted on this idea as well as a previous 6-month successful trial in the County
2. Concerns from County employees about their work environment and the need to sign something saying they will not speak negatively about their work environment
3. Cost of running the water plant in Wauchula Hills: the hotel on U.S. Highway 17 had an increase in monthly water bills from $1,500 - $2,000 per month to $8,000 per month; investigating whether local government subsidies for the utility department are an option

Commissioner Chancey expressed his support for the points made by Commissioner Wells.

6. ADJOURNMENT

With no further business, the meeting was adjourned at 10:02 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

REGULAR MEETING

March 27, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

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

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

Chair Melendy called for a motion to approve the agenda.

Motion by Commissioner Flores and second by Commissioner Chancey to approve the agenda with the addition of recessing the meeting at 10:30 a.m., and reconvene the meeting at 1:30 p.m., to attend the State of the County.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. MINUTES FOR APPROVAL

Chair Melendy called for a motion to approve the minutes.

A. BOCC Workshop Session Minutes of 06/06/2024, at 8:30 a.m.
BOCC Regular Meeting Minutes of 07/18/2024, at 8:30 a.m.
BOCC Regular Meeting Minutes of 08/15/2024, at 8:30 a.m.

Motion by Commissioner Miller and second by Commissioner Wells that we approve the minutes that are slated for approval today.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy requested the pleasure of the Board.

B. BOCC and Planning and Zoning Board Special Event Meeting Minutes of February 25, 2025, at 8:00 a.m.

Motion by Commissioner Miller and second by Commissioner Chancey that we approve those minutes as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

5. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Chair Melendy called for general public comment. None given.

County Manager Atchley took the opportunity to announce that Hardee County staff have submitted documents for and the Hardee County BOCC has been awarded a Budget of Excellence Award under the Distinguished Budget Awards Program by the Government Finance Officers Association. He noted that Hardee County BOCC has put a lot of effort in recent years to update, change the look, and use of the budget.

Budget Manager, Diane Moore, stated it is an honor to receive this award as a County and noted it required a lot of teamwork, research, and information gathering, etc.

Chair Melendy thanked staff for their work and expressed his congratulations.

Commissioner Chancey expressed his support for a job well done and noted that transparency is an asset to the public.

Commissioner Wells and Commissioner Flores expressed their thanks for the work done.

Commissioner Miller expressed his congratulations, noting that it was achieved upon submitting the budget for the first time, which does not always happen.

County Manager Atchley noted that as of yesterday FDOT (Florida Department of Transportation) has over $100 million funds designated for road, bridge, lighting, and signalization work for Hardee County within the next 24 months. He expressed his appreciation for Assistant County Manager Simpron's work at the state level to help the County with these infrastructure improvements.

6. PROCLAMATIONS

Chair Melendy noted Ms. London Hunter, of LifeLink Foundation, was running late to the meeting and moved to the next agenda item.

B. Proclamation Declaring April 2025, as "Child Abuse Prevention Month":

Ms. Tyiesha Ghent, of Heartland for Children, read the proclamation declaring April 2025 as "Child Abuse Prevention Month" for the record. Ms. Ghent highlighted for the Board that the current number of traditional foster homes in the Tri-County Heartland area is 162 with three of those homes being in Hardee County. One of Heartland for Children's biggest goals is to increase the number of traditional foster homes in Hardee County.

Chair Melendy thanked Ms. Ghent for her participation and called for questions or comments from the Board.

Chair Melendy expressed his support and appreciation for the work of Heartland for Children.

Motion by Commissioner Chancey and second by Commissioner Miller to approve the proclamation declaring April 2025 as "Child Abuse Prevention Month."

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Proclamation Declaring April 13, 2025, through April 19, 2025, as "National Public Safety Telecommunicators Week":

Hardee County Sheriff's Office (HCSO) Sergeant, Mary Gainous, read the HCSO statement of values: professionalism, respect, integrity, diversity, and equality. Hardee County Sheriff's Office representatives and dispatchers collectively read the proclamation declaring April 13, 2025, through April 9, 2025, as "National Public Safety Telecommunicators Week."

Chair Melendy thanked the sheriff's office representatives for their presentation and called for any comments from Commissioners.

Commissioner Chancey expressed his appreciation and thanks for the 24-hour service provided by the dispatchers.

Commissioner Miller expressed his appreciation for the lifeline that dispatchers provide and their contributions to the safety of our community.

Chair Melendy called for a motion.

Motion by Commissioner Chancey and second by Commissioner Wells to approve the proclamation declaring April 13-19, 2025, "National Public Safety Telecommunicators Week."

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

A. Proclamation Declaring April 2025, as "Donate Life Month":

Ms. London Hunter, of LifeLink Foundation, read for the record the proclamation declaring April 2025, as "Donate Life Month."

Chair Melendy thanked Ms. Hunter for her participation and opened the floor for any questions or comments from the Board. Chair Melendy noted that the statistics reveal the need and expressed his appreciation for the attention drawn to it through this proclamation.

Motion by Commissioner Chancy and second by Commissioner Wells to approve the proclamation declaring April 2025, as "Donate Life Month."

Chair Melendy called for further comments. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

D. Proclamation Declaring April as, "Sexual Assault Awareness Month."

Ms. Audra Sperry, Hardee County Sheriff's Office, read for the record the proclamation declaring April 2025, as "Sexual Assault Awareness Month." She thanked the Board for the opportunity to stop and recognize this sensitive topic.

Chair Melendy thanked Ms. Sperry for bringing the proclamation before the Board and called for any comments or questions.

Commissioner Chancey expressed his appreciation for Ms. Sperry, highlighting this topic and noted the numbers that reveal the need for change.

Chair Melendy noted the tragedy of the statistics and numbers regarding sexual assault.

Motion by Commissioner Wells and second by Commissioner Chancey to approve the proclamation declaring April as, "Sexual Assault Awareness Month."

Chair Melendy called for further comments. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

7. CONSENT AGENDA

Chair Melendy called for a motion regarding Consent Agenda Items A through F.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the Consent Agenda as presented.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

A. Motion to approve Amendment #1 to FDEP (Florida Department of Environmental Protection) Agreement LPA0300 for Phase 8 Regional Wastewater and Potable Water Service improvements in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

B. Motion to ratify the County Manager's expenditures between $25,000 and $50,000 as presented.

C. Move to approve the Capital Budget Amendments as presented.

D. Motion to approve the Access, Use, and Indemnity Agreement between Mosaic Fertilizer, LLC, and the Hardee County Board of County Commissioners in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents, in furtherance thereof.

E. Motion to approve the submission of the Transportation Alternatives Grant Application for Martin Luther King, Jr. Avenue, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

F. Motion to approve the submission of the Transportation Alternatives Grant Application for Altman Road, authorizing the County Manager or Chair to sign any necessary documents, in furtherance thereof.

8. PRESENTATIONS

No presentations were given.

9. BUSINESS AGENDA - Quasi-Judicial Items:

No items were presented.

10. BUSINESS AGENDA - Ordinances:

No items were presented.

11. BUSINESS AGENDA - Action Items:

A. 2025 Strategic Plan Adoption:

Chair Melendy stated that Ms. Jennifer Codo-Salisbury, Director for Central Florida Regional Planning Council (CFRPC), is present at today's meeting for the adoption of the 2025 Strategic Plan. He noted that the Board has already heard the strategic plan presentation, but he opened the floor for any questions or comments for Ms. Codo-Salisbury regarding the 2025 Strategic Plan.

Ms. Codo-Salisbury was available at the meeting to answer any questions or respond to comments from the Board on the 2025 Strategic Plan. None were given.

Chair Melendy called for a motion from the Board.

Motion by Commissioner Miller and second by Commissioner Flores to approve the 2025 Strategic Plan as presented.

Chair Melendy called for any comments from the Board.

Commissioner Miller noted that the Regional Planning Council hosted the Heartland 2060 Visioning Process earlier this week. Hardee County staff as well as IDA (Industrial Development Authority) staff were present at this event; he thanked the CFRPC for hosting this event and their role in assisting Hardee County in accomplishing these tasks.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

B. Adoption of the 2025 Local Mitigation Strategy (LMS) Update:

Emergency Management Director, Lane Schneider, informed the Board that staff have been working since October 2024 to complete the update for the Local Mitigation Strategy, a requirement by FEMA (Federal Emergency Management Agency) every five years. The document is available on the Emergency Management website.

Ms. Jerri Sackett, FPEM, Emergency Management & Community Projects Senior Planner, Central Florida Regional Planning Council (CFRPC) and Ms. Marisa Barmby, AICP, Program Manager – Research, Central Florida Regional Planning Council (CFRPC) presented the following:

Ms. Sackett informed the Board that she was the Project Manager for the 2025 Local Mitigation Strategy Update. A Local Mitigation Strategy (LMS) is a plan developed by the county, municipalities, and partner agencies to reduce the impacts of natural and human-made disasters. FEMA requires the LMS to be updated every five years; the plan identifies hazards, assesses risks and vulnerabilities, and identifies actions to reduce impacts of losses or damages. Grant funding often requires a 25 percent match from the County; FEMA indicates that every $1 spent on mitigation saves $6 in future disaster recovery costs.

Examples of mitigation activities include surveillance and mosquito spraying, generators for critical facilities, and stormwater master plans, etc.

The LMS identifies or analyzes hazards such as ag disruption (canker, citrus greening, and other diseases), human health incidents, cyber-attacks, domestic security incidents/civil disturbances, hazardous materials, transportation, and harmful algal bloom, etc.

Ms. Sackett reviewed the process for analyzing historical data and extent of damage to predict future needs; she noted that this type of process can involve the use of maps, such as wildfire or hazardous facilities.

The adoption of the LMS plan is tied to FEMA grant funding: the adoption of an LMS plan is required at the county and municipality level and a letter of support for the LMS is required from partner agencies like the school board, SendMeMissions, etc.

Director Schneider expressed excitement on behalf of the county to have an LMS in place; he noted that the County has $2.3 million in HMGP (Hazard Mitigation Grant Program) funding.

Chair Melendy thanked Director Schneider and Ms. Sackett for presenting this information to the Board. He called for any questions or comments from Commissioners.

Commissioner Miller noted he is a member of the Regional Planning Council and expressed his appreciation for their assistance to the County. There is currently legislation that would eliminate regional planning councils, and he expressed a need for this type of organization and the benefit it can be to counties.

Commissioner Chancey asked for clarification regarding the hierarchy of authority regarding emergency management. Director Schneider affirmed that the local emergency management is the lead agency with support from the municipalities.

Commissioner Chancey inquired about the lead agency regarding emergencies that cross county boundaries. Director Schneider noted that according to FEMA every emergency starts and ends local; there is coordination between counties as needed.

Ms. Sackett noted that as the consultant for the 2025 Local Mitigation Strategy they applied for and were awarded a grant that covered the cost of their services; the county was not responsible for payment for these services. Ms. Codo-Salisbury affirmed that the work was funded through the Florida Department of Commerce through the Community Planning and Technical Assistance Grant; there probably was some cost to the county in this.

Commissioner Wells acknowledged the work of the CFRPC in assisting Hardee County with this update.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve Resolution 2025-41, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the 2025 Hardee County Multi-Jurisdictional Local Mitigation Strategy Update; providing for authorization, severability, and an effective date.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

C. Certificate of Compliance for *Tropical Unity Subdivision*:

Community Development Director, Todd Miller, presented an application request for a minor subdivision on behalf of property owners/applicants, Sa Xiong, Standford Vang, and Khou Yang. The 48.8-acre parcel is located on the south side of Steve Roberts Special east of Lonnie Shackelford Road; the applicant would like to subdivide the parcel into three new parcels and one remaining 10+ acre parcel with road frontage on Steve Roberts Special. The property is zoned A-1 (Agriculture) in the Agriculture Future Land Use Category with a small portion of flood plain on the south side of the westernmost parcel.

Staff have reviewed the application in consideration of all code requirements and are recommending approval. No changes or modifications to the application have been made since the March 6, 2025, BOCC Workshop.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the *Tropical Unity* minor subdivision and authorize the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

D. Certificate of Compliance for *Rhynn Road Subdivision*:

Community Development Director, Todd Miller, presented an application request for a minor subdivision on behalf of applicant Adam MontsDeoca. Director Miller detailed for the Board the location of the 25-acre parcel on Rhynn Road and noted that the applicant is requesting to subdivide the parcel into five new 5.04 +/- acre parcels. Each parcel will have the required 200 feet of road frontage on Rhynn Road. The property is zoned A-1 (Agriculture) in the Agriculture Future Land Use Category.

Staff have reviewed the application in consideration of all code requirements and are recommending approval. No changes or modifications to the application have been made since the March 6, 2025, BOCC Workshop.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Chancey to approve the *Rhynn Road* minor subdivision and authorize the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

E. Resolution 2025-38 - State Funded Grant Agreement for the Ten Mile Grade Project from Scarborough Road to Bridge 064120 with FPID #445076-54-01 funded through SCOP (Small County Outreach Program):

Assistant County Manager Simpron reminded the Board that Resolution 2025-38 was presented to them at the March 6, 2025, Workshop. The resolution is a revision of a supplement agreement and concerns an FDOT (Florida Department of Transportation) oversight that led to a deficit in a funds transfer. Assistant County Manager Simpron informed the Board that the additional funds will be transferred in the upcoming FDOT fiscal year, which begins in July; the Florida Project Identification Number is 445076-1-54-01.

Instead of FDOT moving $945,443.00 to FY 2025 for FPID #445076-1-54-01, they only moved $831,475.00. FDOT needs to revise the supplemental agreement to reflect the correct amount moved in FY 2025, which is $831,475.00. Staff are only seeking Board approval for the revised draft supplemental agreement for Ten Mile Grade from Scarborough Road to Bridge 064120 with FPID #445076-1-54-01 to reflect the actual FDOT Work Program balance transfer in the amount of $831,475.

Chair Melendy called for any questions from the Board.

Commissioner Chancey clarified that the current motion is to lessen the project amount by $113,000. Assistant County Manager Simpron affirmed this to be true and noted that in July he will return before the Board with an additional supplemental agreement to add these funds back to the project.

Chair Melendy called for any further questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve Resolution 2025-38, a resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2K97 Florida Project Identification Number 445076-1-54-01 with the Florida Department of Transportation for the design and contraction for Ten Mile Grade from Scarborough Road to Bridge 064120; providing for authorization, severability, and providing for an effective date.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

F. FDOT (Florida Department of Transportation) CIGP (County Incentive Grant Program) Grant Application for Bostick Road Phase 1:

Assistant County Manager Simpron presented a request for an FDOT grant application due on March 31, 2025. He noted that FDOT has allocated $9 million to all 12 counties in District One. He explained that this application is referred to as Phase 1 and covers Bostick Road from U.S. Highway 17 to Barkdoll Road. Specific uses for these funds include improving the roadway by widening the travel lane from 10 to 11 feet to accommodate RV traffic use, by adding 5-foot sidewalks

(including curb and drain) north and south of Bostick Road. Assistant County Manager Simpron noted that underground piping for drainage will be under the sidewalks.

Chair Melendy called for any questions from the Board.

Commissioner Wells inquired if the 5-foot sidewalks will be on both sides of the road. Assistant County Manager Simpron affirmed the sidewalks will be 5 feet wide, but are not being constructed for golf cart use, only pedestrians. He noted that a traffic study will be conducted to provide more info on golf cart use and crossings. Golf cart use on sidewalks would require an 8-foot trail. Assistant County Manager Simpron explained that the current speed limit is 45 mph; golf cart crossing and pedestrian crossing would require a speed limit of 35 mph.

Commissioner Miller asked for clarification about the funds available through FDOT for District One counties. Assistant County Manager Simpron responded to this question, noting that the distribution of funds is a lottery; there is a planned annual FDOT visit in May to Hardee County to hear the county's priorities for transportation projects.

Commissioner Chancey asked for clarification regarding the water and sewer if the storm drainage is under the sidewalk. Assistant County Manager Simpron noted that he is unsure of the exact location of utilities, but staff will work proactively with utilities to avoid the need to tear out infrastructure to make repairs. Commissioner Wells noted that the main line for the sewer is on the north side of Bostick Road.

Chair Melendy called for any further questions. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Chancey and second by Commissioner Flores to approve the submission of the Florida Department of Transportation County Incentive Grant Program Grant Application for Bostick Road Phase 1 in the amount of $4,406,110.29; authorizing the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

G. FDOT (Florida Department of Transportation) CIGP (County Incentive Grant Program) Grant Application for West Main Street:

Assistant County Manager Simpron presented an FDOT grant application through the County Incentive Grant Program (CIGP). The limits for this West Main Street Project are from State Road 64 to Griffin Road because this roadway has the lowest PCI (Pavement Condition Index) rating based on the pavement management plan. Assistant County Manager Simpron detailed for the Board the type of roadwork that this program will cover, noting that the typical road section will be upgraded to two eleven-foot travel lanes with four-foot paved shoulders and four-foot stabilized unpaved shoulders. The project cost estimate is $1,976,134.97.

Chair Melendy called for any questions or comments.

Commissioner Chancey inquired as to when this stretch of roadway was last paved. Assistant County Manager Simpron stated that he does not know, but can do research to determine the answer; he noted that the road was a state highway that was turned over to the county years ago.

Assistant County Manager Simpron confirmed that this request for milling and resurfacing is a Band-Aid solution. He noted that as the project is being completed, if Geotech information results confirm that there is a base problem, the County can go back to FDOT and request additional funding for the needed repairs.

Chair Melendy called for any further questions. None noted.

Motion by Commissioner Wells and second by Commissioner Chancey to approve the submission of the Florida Department of Transportation County Incentive Grant Program Grant funding for West Main Street in the amount of $1,976,134.97; authorizing the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

H. Emergency Watershed Protection Agreement with Natural Resources Conservation Service:

Assistant County Manager Simpron informed the Board that this is the County's first application of this kind. It is currently being reviewed by the County Attorney. He reminded the Board that the County applied for the Emergency Watershed Protection (EWP) Program in October 2021 after being impacted by Hurricane Milton. Twenty sights have been identified and eight of those are eligible for the program; two different forms of improvements are listed: permanent erosion control (Circle Drive, Hanchey Road, and Hawaiian Drive) and waterway debris removal at the approaches of bridges.

This project is a reimbursement project, but it is 100 percent reimbursable by the National Resources Conservation Service (NRCS). The deadline for the agreement is April 10, 2026.

Chair Melendy called for any questions or comments from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Miller and second by Commissioner Wells to approve the submission of the Emergency Watershed Protection Agreement with the Natural Resources Conservation Service for the design and construction of eight locations in an amount not to exceed $2,325,296.00; subject to approval by the County Attorney, and authorization for the Chair or County Manager to sign any necessary documents, in furtherance thereof.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

I. Operating Budget Amendments:

Budget Manager, Diane Moore, presented the following operating budget amendments:

1. Grant revenue and expense associated with the EOC (Emergency Operations Center) Archaeological Study for $20,000. This is a new grant.
2. Increasing the grant revenue and expense associated with the state appropriation for the local mitigation strategy for $35,000. This is bringing the grant balance forward into the current fiscal year budget.

Staff recommends approval of these amendments.

Chair Melendy called for any questions from the Board. None noted.

Chair Melendy called for a motion.

Motion by Commissioner Flores and second by Commissioner Miller to approve the operating budget amendments as presented.

Chair Melendy called for any public comment. None noted.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

12. APPOINTMENTS

No appointments were listed.

13. COUNTY MANAGER NON-CONSENT

A. Resthaven Update – Bid Rejection for GovDeals, Inc.:

Chair Melendy announced that County Manager Atchley is up for election as the Vice-President of the Florida Association of County Managers Association; he wished Mr. Atchley all the best in this appointment as he represents Hardee County.

County Manager Atchley provided an update to the Board on the Resthaven Project; he began with a reminder that at their previous workshop the Board had directed staff to look into whether or not the bid for the Resthaven property could be rejected. After careful review by staff and the county attorney, the bid was rejected without any cost to the county. He suggested that a workshop be scheduled to discuss how to move forward. The Board will need to make a motion to ratify the actions of the county manager in rejecting the bid.

Chair Melendy called for any questions or comments regarding the update.

Commissioner Chancey asked for clarification on the fees regarding whether the county has any obligations to the potential buyer whose bid was rejected.

County Manager Atchley explained that the potential buyer was a client of GovDeals, Inc., not a client of the county. The county had a contract with GovDeals, Inc. The potential buyer had paid a deposit to GovDeals, Inc. and has had that deposit returned. County Manager Atchley noted that anyone can choose to sue Hardee County.

County Attorney Johnston noted that the county has not received any notice that the potential buyer desires to take any action and an email was received indicating that the buyer does not want to buy it.

Commissioner Chancey asked for clarification regarding whether or not the potential buyer can sue Hardee County. County Attorney Johnston affirmed the County Manager's statement and affirmed that Hardee County had a contract with GovDeals, Inc., not the potential buyer.

Commissioner Flores affirmed that he would like more discussion about the Resthaven property at a future workshop and noted that the Board and staff should prepare for the discussion. Commissioner Flores put forth a possible use for the Resthaven property as a cemetery, noting that there is a scarcity of cemetery lots in the County. He proposed that utilizing the property for this purpose could be a way to maintain the historical value of Resthaven and suggested that there may be grants that could be used to preserve the historical value of the property.

County Manager Atchley noted that he has heard multiple opportunities and ideas mentioned for the Resthaven property and this would be the purpose of a workshop dedicated specifically to this topic. Staff need a clearer definition from the Board on what they would like to see at the workshop.

Commissioner Miller noted that the previous Board had voted to sell the property and asked if any action needed to be taken by the Board to change that.

County Attorney Johnston noted that the current action needed is a ratification of the County Manager's decision to reject the bid pursuant to the workshop discussion and consensus given by the Board; there is no additional action at this time that needs to be taken by the Board.

Commissioner Wells inquired if it would be possible to have a joint discussion with The Development Group or other entities to discuss options for the Resthaven property. County Manager Atchley affirmed that staff can do this at the Board's direction.

Chair Melendy noted that staff are seeking a motion to ratify the rejection of the bid from GovDeals.com.

Motion by Commissioner Flores and second by Commissioner Miller to ratify the rejection of the bid from GovDeals.com.

Chair Melendy called for further discussion from the Board. None given.

Chair Melendy called for any public comment.

The following persons addressed the Board:

Mr. Wayne Gourley
Mr. Chuck Huddleston

Commissioner Chancey inquired about the notification process for a workshop discussion on the Resthaven property and if the list of names on the petition could or would be notified of the meeting.

Chair Melendy inquired of County Attorney Johnston if the Board directly sends out invitations to people to attend their meetings. County Attorney Johnston noted that typically this is not done and expressed that it could be cost prohibitive; it is unknown whether the addresses were included with the petitions and what costs would be entailed.

Chair Melendy called for further comments from the Board.

Commissioner Miller noted that perhaps an alternate time for the Resthaven discussion meeting should be considered (evening or late afternoon) to allow for more participation from the general population.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

14. COUNTY ATTORNEY

A. March 2025 County Attorney Report:

County Attorney Johnston informed the Board that she had emailed them a copy of the report along with two memos and a copy of a pending House Bill. She explained that it was background information for the Board to have access to prior to discussions.

Chair Melendy called for any questions for County Attorney Johnston.

Commissioner Flores inquired about adding the H2-A farmworker housing information and Resthaven discussion to a workshop agenda.

County Attorney Johnston noted that these are two weighty topics, and it may be more effective to separate the discussions; she explained that the farm worker housing topic may be influenced by the pending House Bill.

15. OTHER BUSINESS

No other business was presented.

16. COMMENTS FROM COMMISSIONERS OR OTHER ELECTED OFFICIALS

No comments were given.

17. REMINDERS

Chair Melendy reviewed the following reminders:

- April 1, 2025 - EDA Meeting at 8:30 a.m.

- April 3, 2025 - BOCC Workshop at 8:30 a.m.
- April 17, 2025 - BOCC Meeting at 8:30 a.m.
- April 18, 2025 - County Offices Closed for Good Friday

County Manager Atchley informed the Board that there is a request for a group photo at the end of the State of the County Event.

County Manager Atchley inquired about protocol, noting that the Board meeting had been scheduled to recess at 10:30 a.m. and reconvene at 1:30 p.m., if needed due to the event conflict. County Attorney Johnston confirmed that an announcement needs to be made now that the business for today's Board meeting has concluded and the meeting can be adjourned without needing to reconvene.

Chair Melendy affirmed that all business has been completed and there is no need to reconvene the meeting at 1:30 p.m.

Commissioner Wells asked for an update on staff consideration of changing the employee work week to four ten-hour days.

County Manager Atchley noted that staff have been taking a look at some of the factors and do not have a determination of whether this is most efficient or not.

Commissioner Wells emphasized that he believes this would be most efficient and would allow county staff to attend to personal needs on the day off.

Chair Melendy called for further comments.

Commissioner Miller thanked Commissioner Flores for bringing up the topic of H2-A farmworker housing. He noted that Mrs. Smith had sent the Board a copy of a study completed about five years ago with interesting statistics on this topic; he recommended the Board take a look at the study and encouraged everyone to do their homework on the topic. Citrus production in Hardee County, when the study was conducted in 2019, was around 8 million boxes and that has declined to about 1 million boxes today; this needs to be considered as part of the decision-making process.

Commissioner Wells raised the topic of take-home vehicles and the tremendous cost that this is to the County. He expressed his opinion that take-home vehicles are not a necessity for a majority of the County employees and he would like to see this changed.

County Attorney Johnston stated that there needs to be consensus from the Board on this type of directive; take-home vehicles are a use of county property.

Chair Melendy called for comments on the topic of take-home vehicles.

Commissioner Flores welcomed discussion on this topic and suggested that perhaps it take place in a workshop setting with the ability for more "back and forth" discussion. He noted that this is a topic of concern and discussion among constituents.

Commissioner Chancey noted that he too would like to discuss this topic in a workshop setting.

Commissioner Miller expressed his support for a workshop discussion of county vehicle usage; he noted that the role of the Board is legislative and quasi-judicial decisions. The administrative tasks of the county and those decisions are entrusted to the County Manager and the County Attorney. In the absence of data on costs and inefficiencies associated with county vehicle usage, he expressed his reluctance to make a change in this area.

Chair Melendy called for further comments or discussion. None noted.

18. ADJOURNMENT

With no further business, the meeting was adjourned at 10:15 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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



MINUTES

Hardee County Board of County Commissioners

WORKSHOP SESSION

April 3, 2025, at 8:30 AM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

Chair Melendy called the meeting to order at 8:30 a.m.

3. PUBLIC COMMENT PORTION FOR NON-AGENDA ITEMS

Chair Melendy called for general public comment.

Tourism & Marketing Manager, Lacey Webb, invited the community to join in the Easter Egg Drop Event at Pioneer Park on April 12th. The event will take place from 10:00 a.m. to 12:00 p.m., and will feature a variety of activities, including an Easter Bunny, photos, and a selection of candy and eggs. Additionally, pancakes will be provided for guests. The organizers are excited to share this event with the community and showcase the progress of their programs. They also invite everyone to come together and enjoy a fire.

4. BUSINESS AGENDA

B. 2023/2024 Wauchula Community Redevelopment Agency (CRA) Annual Report:

Ms. Jessica Newman, Wauchula Community Redevelopment Agency, presented the FY 2023—2024 Wauchula Community Redevelopment Agency Annual Report:

Ms. Newman presented an overview of Community Redevelopment Agencies (CRAs) and their purpose under Florida Statute 163, Part III. She explained that CRAs are created to address and eliminate conditions of *slum* and *blight* within specific areas of a community. These terms are defined broadly in the statute and can vary in interpretation, but before an area can be designated as a CRA, a feasibility study must be conducted to determine whether it qualifies. Once the study is complete, the local government adopts a resolution to establish the CRA. By law, the agency's work must remain within the designated boundaries and follow a formally approved work plan.

Ms. Newman also described the CRA's funding mechanism, known as Tax Increment Financing (TIF). She explained that TIF captures the increase in property tax revenues that result from rising property values within the CRA district. These additional funds are then reinvested into redevelopment projects. Importantly, all projects must be included in the CRA's adopted work plan to ensure accountability and compliance with state law.

Turning to Wauchula's experience, Ms. Newman noted that the Wauchula CRA was established in 1997 to address blighted areas within the city. At that time, the agency focused on revitalizing Main Street, which had already benefited from improvements in 1995 through a nonprofit-led program. Like many CRAs, Wauchula's agency operates with a limited budget, similar to nonprofit organizations. She emphasized a key principle in redevelopment: while a Main Street Program can help a CRA succeed, it is ultimately the CRA that provides the foundation for sustained revitalization.

The Wauchula CRA's efforts have centered on improving quality of life for residents by reclaiming underutilized spaces and addressing problem areas. For example, some parks and vacant properties had fallen into disuse and were associated with illicit activities rather than recreation. The CRA has worked to transform these areas into safe, functional community spaces.

Currently, the Wauchula CRA covers 1,579 acres, representing about 75 percent of the city's total area. Florida law allows up to 80 percent of a city to be designated as a CRA, meaning Wauchula's current boundaries already provide a significant opportunity for redevelopment and long-term community renewal.

The Wauchula Community Redevelopment Agency's funding model is built on this tax increment financing (TIF) partnership between the city and county. When property values within the CRA district rise above their base year value, the difference or "increment" generates additional tax revenue. Both the city and county contribute their respective portions of this increment to the CRA's TIF fund. For example, if a property valued at $100,000 in 1997 increases to $150,000 in 2024, the $50,000 difference becomes the taxable increment. The millage rate, which is the percentage applied to property values to calculate taxes, is then applied to this increment to determine the amount of revenue directed into the CRA fund. Ms. Newman emphasized that while this funding mechanism provides a steady revenue stream, the CRA's ability to maximize its TIF funds is constrained by the number of properties that are exempt from taxation. These include schools, government-owned properties, and homesteaded residences, all of which reduce the taxable base within the CRA boundaries. As a result, the agency must carefully prioritize projects and seek creative ways to stretch its limited resources.

Despite these challenges, the Wauchula CRA has seen substantial growth in its tax base since its establishment. The assessed property value within the CRA has increased from $48.5 million in 1997 to more than $163 million in 2024. This growth not only reflects rising property values but also demonstrates the long-term impact of redevelopment efforts. Today, the CRA accounts for approximately 10.5 percent of Hardee County's total property valuation, underscoring its importance to the broader county economy. The agency's boundaries have also evolved over time. The original CRA service area, established in 1997, is outlined in pink on the official map. The red outline represents the city limits, while the purple areas show the 2019 expansion, which followed a feasibility study confirming that additional properties met the statutory definition of *slum* and *blight.* This expansion allowed the CRA to extend its redevelopment efforts into new areas of need, furthering its mission to revitalize the community.

Looking ahead, the Wauchula CRA continues to balance its large service area—covering 1,579 acres, or 75 percent of the city—with the realities of limited funding. The revenue generated through the TIF fund has been the foundation of the Wauchula CRA's redevelopment efforts, but Ms. Newman emphasized that the agency's success has come from its ability to stretch limited resources through partnerships. Over the past 30 years, the CRA has collected approximately $13 million in TIF funds. While this is a substantial amount, it has not been enough to cover all redevelopment needs. To bridge this gap, the agency has strategically leveraged its TIF revenues to attract outside funding. Through this approach, the CRA has been able to complete more than $14 million in projects, exceeding the amount of TIF revenue collected. This has been made possible by securing approximately $9 million in grants and more than $5 million in private investment. By combining public and private resources, the agency has maximized its impact and ensured that redevelopment projects could move forward even with a modest budget. Ms. Newman explained that the CRA's strategy has been to use its TIF funds as a catalyst—setting aside money to match grant opportunities and attract private partners. This method has allowed the agency to multiply the value of every dollar it collects, ensuring that projects are not only funded but also supported by a broader coalition of stakeholders. The agency's focus has been on infrastructure improvements and community revitalization projects that directly benefit residents and businesses. By prioritizing public-private partnerships, the CRA has been able to address critical needs such as upgrading public spaces, improving streetscapes, and reclaiming underutilized properties. These efforts have not only enhanced the physical environment but also encouraged private reinvestment in the community, creating a cycle of growth and renewal. Looking forward, the Wauchula CRA plans to continue this model of leveraging TIF funds with grants and private investment. While the agency's revenue stream grows gradually over time, its proven ability to attract outside funding ensures that redevelopment efforts remain sustainable and impactful.

In addition to infrastructure and housing, the Wauchula Community Redevelopment Agency (CRA) has prioritized downtown revitalization and economic development as central goals. By combining public investment with private partnerships, the agency has been able to transform underutilized properties into productive community assets. The purchase and renovation of more than 45 commercial buildings, along with the acquisition of additional lots for future development, has created a foundation for long-term growth. These investments have not only improved the physical appearance of downtown but have also attracted new businesses, increased foot traffic, and stimulated economic activity.

The CRA's residential initiatives have been equally impactful. Projects such as the Diana Street apartments, which will add 23 new units to the housing stock, demonstrate the agency's commitment to mixed-use development that supports both

commercial vitality and residential needs. Programs like the TIF rebate incentive, which refunds 75 percent of property taxes for five years after project completion, have proven to be powerful tools for encouraging private investment. Similarly, the infill housing program has provided new homeownership opportunities for moderate-income families, while the single-family rehabilitation program has improved the condition of existing homes, helping stabilize neighborhoods and preserve affordability.

Collectively, these efforts represent more than $1.5 million in public investment, supplemented by grants and significant private contributions. The CRA's ability to leverage outside funding has been a hallmark of its strategy, ensuring that limited TIF revenues are multiplied through partnerships. For example, while the agency has invested directly in projects, the majority of funding for building renovations has come from private property owners, demonstrating strong community buy-in and confidence in the CRA's mission. The results of these initiatives are visible throughout Wauchula. Downtown has experienced a resurgence, with renovated storefronts, improved public amenities, and new housing options contributing to a more vibrant and livable community. Families have gained access to affordable housing opportunities, property owners have been incentivized to reinvest in their buildings, and public spaces have been reclaimed for community use.

Overall, the Wauchula CRA's work over the past three decades illustrates how strategic use of TIF funds, combined with grants and private partnerships, can drive meaningful redevelopment. By focusing on both infrastructure and housing, the agency has not only improved the city's physical environment but also strengthened its economic base and enhanced quality of life for residents.

Beyond residential and commercial redevelopment, the Wauchula Community Redevelopment Agency (CRA) has made public amenities and historic preservation a cornerstone of its mission. These projects not only enhance the city's appearance but also improve livability, accessibility, and community pride.

Key initiatives include:

- Heritage Park Improvements – CRA funding, combined with a grant from the Department of Environmental Protection (DEP), supported the construction of the pavilion in the late 1990s. Additional park renovations were also completed with CRA and DEP dollars.
- Parks at Peace River – A five-phase project spanning several years, completed in the past year at a total cost of more than $3 million. The project was made possible through DEP grants and a contribution from Mosaic Fertilizer, LLC, demonstrating the CRA's ability to secure outside funding for large-scale projects.
- Historic Auditorium Renovation – Ongoing improvements include window restoration, ceiling renovation, and backstage ADA accessibility upgrades, funded by a historic preservation grant.
- Heritage Park Fountain Refurbishment – Plans are underway to replace the aging fountain with a flat surface design, improving accessibility and creating a more versatile public space.
- Farr Field Expansion – Supported by a state appropriation, this project will add a softball field, splash pad, playground, picnic pavilions, and parking facilities.
- Brownfield Assessments and Cleanup – Phase one and two assessments have been completed for seven properties across the city, funded by grants. Cleanup of a downtown brownfield site is currently nearing completion.

The CRA has also partnered with the Central Florida Regional Planning Council (CFRPC) and the Environmental Protection Agency (EPA) to advance brownfield remediation. To support these efforts, the agency has sold cleanup tax credits, generating additional revenue. While the value of these credits has declined from 93 cents on the dollar in the first year to 83 cents in recent years, they remain an important funding source for ongoing environmental cleanup.

In addition to project-specific work, the CRA has invested in planning efforts to guide long-term redevelopment. Completed plans include a stormwater plan and a parks master plan, both of which have been instrumental in securing grants for infrastructure improvements. The agency is also in the process of updating its statutorily required redevelopment plan, which will incorporate findings from the U.S. Highway 17 Corridor Study, the downtown study, and the county's reapproval of the master plan.

Over the past 30 years, the CRA has invested approximately $364,000 directly into the city, supplemented by two state grants totaling $75,000. While modest in scale, these investments have been strategically leveraged with grants, tax credits, and private partnerships to deliver projects far beyond what the CRA's budget alone could support. Taken together, these efforts highlight the CRA's role as a catalyst for revitalization. By combining limited local funds with state, federal, and

private resources, the agency has been able to preserve historic assets, expand recreational opportunities, remediate environmental hazards, and improve the overall quality of life for residents and visitors.

A. City of Bowling Green Community Redevelopment Agency (CRA) Update:

Ms. Pam Durrance, City of Bowling Green City Manager, presented the Bowling Green Community Redevelopment Agency (CRA) Update:

Ms. Durrance provided an update on the city's Community Reinvestment Area (CRA) initiative, which was established 10 years ago to support the revitalization of downtown Bowling Green. She reported that this year's focus is on developing a new downtown master plan, with several significant accomplishments already underway.

Key highlights from her presentation included:

- Property Acquisition for New City Hall – The CRA has purchased three buildings across from the current City Hall, with plans to repurpose them as the new city hall complex. This project is being funded through the CRA's annual budget.
- Downtown Master Plan Study – A Florida Commerce Grant has been secured to fund a study that will update the city's master plan, ensuring that redevelopment efforts align with long-term community needs.
- Facade Grants – Several local businesses have received facade improvement grants, helping to enhance the appearance of downtown storefronts and encourage private reinvestment.
- Welcome Signage – Installation of new welcome signs, including one envisioned for the new city hall site, featuring the city's motto *"Welcome to Bowling Green"* along with a thank-you message for visitors.

The board responded positively to the presentation, with members expressing enthusiasm for the CRA's progress and offering suggestions for further improvements to the downtown area. During the discussion, several topics were addressed:

- CRA Boundaries – Ms. Durrance explained that the CRA currently covers a 17-block area, though expansion may be considered in the future.
- New Business Opportunities – Board members discussed the potential for new businesses and developments within the CRA. One suggestion included converting one of the newly purchased buildings into an ice cream shop, which Ms. Durrance noted she is actively seeking funding to support.
- Partnerships – Ms. Durrance shared that she is working to establish a partnership with The Development Group that provided the vision for the new city hall, expressing appreciation for their assistance and enthusiasm for the project.

Overall, the presentation was well-received, and Board members praised Ms. Durrance for her leadership, dedication, and the tangible progress being made through the CRA initiative. The discussion reflected a shared optimism about the future of downtown Bowling Green and the CRA's role in fostering economic growth, community pride, and new opportunities for residents and visitors alike.

C. Mosaic Fertilizer, LLC (Mosaic) - Dairy Closure Borrow Pit:

Mining Coordinator, Deb Butler, provided an overview of the land excavation permit requirements for the borrow pit project at the old dairy site off County Line Road. The project involves excavating a 5-acre area to a maximum depth of 20 feet, with all fill material hauled directly to the on-site ponds. Because the project is for irrigation purposes, it is exempt from requiring an irrigation permit; however, it does require both a special exception use permit from the Community Development Department and an operating permit from the Mining Department.

Mining Coordinator Butler explained that:

- A financial surety must be obtained and recorded before the operating permit can be issued.
- The project was approved under Resolution 2024-54 on July 18, 2024.
- An operating permit application was submitted to the Mining Department on May 24, 2024.
- A performance bond of $45,600 has been submitted, and once recorded, the applicant will receive the operating permit.

She emphasized that no dirt would leave the property, as all material will be used on-site to backfill ponds. The reclamation area totals 3.4 acres, which will include regrading, grassing, a parking area, and access points. The reclamation plan also requires stabilizing pond slopes to a 4:1 ratio and planting vegetation to prevent erosion. Mosaic has assumed responsibility for closing out the dairy site and completing the pond backfilling.

Mining Coordinator Butler also noted that the project will not affect the South Fort Meade Eastern Extension corridor, which lies outside the project area.

Bo Conerly, representative of Kimley Horn and Associates, further explained the technical aspects of the project. He clarified that:

- A permit is required because the excavation exceeds the 1-acre agricultural threshold.
- The ponds on site have already been drained and material removed. The remaining task is to fill the pits to grade and create drainage ponds to prevent water accumulation.
- The project's purpose is not to create new ponds or water features, but to reuse and regrade existing material for site stabilization.
- The process essentially involves "digging a new hole to fill the old one," with all disturbed areas to be regraded and grassed in accordance with county ordinance.
- A grassing and vegetative plan has been submitted for review.

When asked about the economics of moving material from the active mine to the site, Mr. Conerly explained that the current mining permit does not allow it, as the dairy site is outside the mining limits. A separate permit would be required for such activity.

D. County Road 664B Emergency Bridge Repair Piggyback Agreement:

Assistant County Manager Simpron addressed the Board regarding the emergency repair of the Griffin Bridge (06-040) over Little Charlie Creek. The Florida Department of Transportation (FDOT) had identified significant erosion on the northwest approach slope, which exposed and undermined the north face of the west approach slab. A follow-up inspection revealed additional erosion on other quadrants of the bridge, leading to the temporary closure of the bridge on February 19. To address the emergency, the county executed a piggyback contract with Shenandoah General Construction, LLC, which had been competitively bid with Broward College (RFP-2024-082-OA). The initial proposal was for $27,000 to cover 3,000 pounds of material. However, after receiving full Ground Penetrating Radar (GPR) results, the required amount was revised to $53,500. The final cost came to $53,141.45, which was close to the revised estimate, leaving a shortfall of only $358.55 due to unit pricing adjustments.

Assistant County Manager Simpron reported that the repairs were completed, and the bridge reopened to traffic on March 5 and 6, respectively. FDOT was notified of the reopening. He is now seeking Board ratification of the county manager's signatures and the piggyback agreement with Shenandoah for the emergency repair.

In addition, Assistant County Manager Simpron explained that the county is pursuing reimbursement from FEMA (Federal Emergency Management Agency) for the costs incurred. He noted that reimbursement under the FEMA Public Assistance (PA) program can take up to three years. FEMA is currently working to include the project costs in the damage inventory list, which had a deadline in February. The county has sufficient funds to cover the costs until reimbursement is received.

During discussion, it was asked whether the Charlie Creek Bridge Project was complete. Assistant County Manager Simpron clarified that while the physical repair work is finished, the administrative process with FEMA is ongoing. He emphasized that once FEMA is involved, the process can be lengthy, remarking that "you're never complete" when dealing with FEMA.

E. Certificate of Compliance for *Shannon Marie Minor Subdivision:*

Community Development Director, Todd Miller, presented a request from Shannon Marie Medical Building, LLC, for approval of a minor subdivision. The applicant owns an 80-acre parcel located on the west side of Johnston Road in Sweetwater and is seeking to subdivide the property as follows:

- Eight parcels of 5 acres each, with 200 feet of public road frontage.

- One parcel of 40 acres, also with public road frontage and rear setbacks consistent with code requirements.

Mr. Miller explained that his staff reviewed the proposal against the Land Development Code requirements in Section 9-11.05. The analysis determined that the subdivision meets all applicable requirements. Based on these findings, staff recommended approval of the minor subdivision.

Chair Melendy then called for commissioner questions. No questions were raised.

F. Fixed Asset Transfers and Disposals:

General Services Director, Lorie Ayers, presented a request to the Commissioners for the disposal of certain equipment through auction. To support this request, staff provided detailed documentation of the maintenance costs incurred on the equipment, demonstrating that continued upkeep is no longer cost-effective. In addition, staff submitted visual evidence, including photographs, to illustrate the condition of the equipment and further justify the recommendation for disposal.

Based on this review, Ms. Ayers recommended approval of the request to move forward with auctioning the equipment.

G. Budget Capital Amendments:

General Services Director, Lorie Ayers, continued her report by emphasizing the value of including maintenance cost documentation in equipment disposal requests. She explained that these figures provide important insight for planning future replacement schedules and maintenance strategies. Ms. Ayers clarified that the reported costs reflect parts and materials only, as labor is already accounted for within employee salaries. In response to a question from Commissioner Flores about whether labor costs were included in the repair figures, Ms. Ayers confirmed that they were not.

The discussion then turned to a budget amendment related to the communication tower grant. Ms. Ayers explained that the amendment is necessary to reduce the allocated funds in order to align with the remaining grant balance, as the actual project costs exceeded the original estimate. Commissioner Flores asked how the discrepancy occurred, and Ms. Ayers attributed it to late billing and the need for a revised budget estimate to reflect the final costs.

H. Resolution 2025-39 - Agri-Civic Center Roof:

General Services Director, Lorie Ayers, explained that the request to support the grant application for the Agric Civic Center roof replacement is to help secure funding for the project. She noted that the grant does not require a cash match, and the request is simply to support the application. Commissioner Flores expressed no qualms about the grant and instead thanked General Services Director Ayers for her efforts in pursuing funding opportunities. Ms. Ayers mentioned that the total amount of $200 million was being considered for reduction, and Commissioner Flores expressed hope that this number would decrease.

I. The Development Group – IDA (Industrial Development Authority) Project and Community Engagement Update for April 2025:

Ms. Sarah Evers, Chief Operating Officer of The Development Group, and Ms. Krystin Chapman, Chief Administrative Officer, of The Development Group, presented an update on their current projects and community engagement efforts, highlighting recent accomplishments and ongoing initiatives.

Commerce Park Projects:

- Aloha Medical Services – The Development Group reported that they resumed work with Aloha Medical about a year ago to plan and design a new facility at Hardee County Commerce Park. This facility, located in the newly platted section of the park, is the first building to break ground in that area. With the final plat completed in January 2024, the group is now prepared to market the sites aggressively to outside businesses and attract new industries.
- Debut Development LLC – Identified as a flagship building for the commerce park, Debut Development's relocation will allow the company to expand operations, strengthening both its presence in Hardee County and the county's visibility beyond its borders.

Safe Gauge America Manufacturing:

- The Development Group highlighted the upcoming Safe Gauge America Manufacturing facility, a partnership between Hardee County and the Department of Commerce. This project was awarded through the Florida Job Growth Grant Fund, following a competitive process against Texas.
- The facility will be the first medical glove manufacturing plant in the United States and the first in Florida, marking a milestone for both the county and the state.
- Safe Gauge America has committed to creating at least 184 jobs and investing $10 million in capital expenditures in Hardee County.
- The group emphasized that this project demonstrates the county's ability to leverage economic development funding to attract major industries.

Downtown Multipurpose Facility and Business Recruitment:

- Plans are underway for a multipurpose facility in downtown Hardee County, which will provide incubator space for businesses and serve as a central community hub.
- The Development Group announced that Culver's restaurant will be locating in Hardee County, with the old Scotties building secured and a closing date set for November.
- To support this development, the group secured a Department of Commerce Grant for the extension of Hogan Street, which will improve access between north and southbound lanes of U.S. Highway 17 and enhance Culver's visibility and accessibility.

Culinary Incubator and Housing Component:

- A new partnership with South Florida State College will bring a culinary incubator program to Hardee County, relocating it from Highlands County to the new multipurpose facility. The program will provide training and resources for chefs and food entrepreneurs, strengthening the local food industry.
- The project will also include a housing component, offering affordable housing options and supporting the creation of a walkable downtown community.
- The group is awaiting final grant award agreements before beginning construction and launching the program.

Historic Downtown Revitalization:

- Efforts to renovate and repurpose historic downtown buildings:
    - One project involves a block of historic buildings, including a former bar, initially intended to house the R. Riveter company. Structural issues delayed progress, and the group is now exploring alternative locations for the company to ensure operational efficiency. Despite the change, the investment in the buildings remains protected, and the space will continue to be redeveloped for future use.
    - Another major project is the renovation of the historic Rife Hardware Building at 122 West Main Street, purchased from Main Street Wauchula. The goal is to create a vibrant restaurant space inspired by Circa 1922 in Wilmington, NC. Phase one, including reroofing and interior demolition, has been completed. Phase two, the design process, is underway and expected to take six months, after which construction will begin. The project is envisioned as a showcase piece for downtown revitalization.

Gardens at Midtown:

- This project will create townhomes in the downtown area, offering residential options for individuals and families who want to live close to Main Street and enjoy a walkable community.
- To attract qualified partners, The Development Group has issued a Request for Qualifications (RFQ) to developers, with responses due in July.
- As part of the incentive package, the group is offering reimbursement for design and engineering costs to the selected developer.

Downtown Parking Lot Renovation:

- The second project involves the renovation of the parking lot located behind Java and Tierra Mexican restaurant in the downtown shops.
- Once completed, the lot will be city-owned and open to the public, serving both downtown visitors and future residents of the Gardens at Midtown townhomes.
- A Department of Commerce grant through the Rural Infrastructure Fund Program was successfully secured to support construction of the parking lot. This grant provides an additional incentive for developers to participate in the Gardens at Midtown Project.

Ready Site Designation Program:

- The Development Group is also exploring participation in the Ready Site Designation Program, a nationally recognized initiative that evaluates sites for development readiness. The program considers factors such as zoning, permitting, environmental reports, and infrastructure capacity.
- Representatives of the group attended the Site Selectors Guild Conference in Orlando, where they engaged with site selectors from around the world and learned more about the program.
- The Development Group expressed interest in pursuing a Ready Site Designation for the commerce park, with the goal of achieving a gold designation. They noted, however, that even a bronze designation carries significant value and recognition in the site selection community.
- A program coordinator will meet with The Development Group to discuss the process and requirements for designation. The group expressed enthusiasm about the opportunity, noting that such recognition would further enhance Hardee County's reputation as a competitive and desirable location for business development.

The latest job creation numbers from businesses connected through the Economic Development Council (EDC) and the Industrial Development Authority (IDA) were highlighted. These figures reflect the tangible results of the group's ongoing efforts to attract, support, and expand businesses within Hardee County. While the numbers themselves are important, it was emphasized that they represent more than just statistics. Each new job created provides an opportunity for Hardee County residents to improve their quality of life, secure stable employment, and build a stronger future within their own community.

An update on properties adjacent to the Wauchula Airport was provided, emphasizing the area's potential for growth and business recruitment. The group has been in active discussions with the City of Wauchula and other stakeholders to explore opportunities for airport expansion and related development.

Reported progress on two major studies:

- Intermodal Logistics Study – Funded through a grant and conducted by Kimley-Horn, this study is nearing completion. Its purpose is to evaluate the feasibility of establishing an inland port facility in Hardee County, which could position the county as a strategic hub for logistics and distribution. The Development Group expressed enthusiasm about the study's findings, which are expected to provide valuable insights into the county's long-term economic potential.
- U.S. Highway 17 Corridor Study – In partnership with Hardee County and supported by grant funding, this study is focused on identifying the highest and best use of commercial, residential, retail, and industrial spaces along the U.S. Highway 17 Corridor. The Development Group noted that the residential component of the study will be especially important in shaping long-term planning and community development goals.

It was emphasized that the U.S. Highway 17 Corridor is a critical area of focus, serving as a first impression for visitors entering the community. They believe the study's findings will provide a valuable blueprint for future development and planning, ensuring that growth along the corridor is strategic, sustainable, and aligned with the county's vision.
Economic Development:

- The Intermodal Logistics study and the U.S. Highway 17 Corridor Study are nearing completion. Findings from both studies will help shape long-term visions and development strategies for Hardee County.
- The group is also exploring redevelopment options for the old hospital property, which may include demolition of the existing facility and potential reuse of the site for residential development.
- They emphasized that economic development is multifaceted, requiring coordinated efforts in healthcare, education, transportation, infrastructure, and business recruitment to ensure sustainable growth.

Community Engagement:

- The Development Group has been hosting a series of community revitalization classes, which have successfully engaged citizens and local stakeholders.
- The next session, Class 9, will begin on May 1st in Bowling Green and will continue the focus on community revitalization.
- Citizens are encouraged to participate in the program and attend future sessions to stay involved in shaping the county's future.

Advertising Efforts:

- The group has been utilizing targeted advertising campaigns to promote available properties and recruit businesses to Hardee County.
- Key performance indicators (KPIs) for March included metrics from LinkedIn and Facebook advertising, which are being closely monitored to measure outreach effectiveness.
- The Development Group is also focusing on commercial real estate brokers, with plans to conduct individual focus groups to better understand their needs and improve recruitment strategies.

The Board received an update on upcoming economic development initiatives, including the scheduled visit of Mr. Peter Kageyama, author and nationally recognized expert on cities and community development. Mr. Kageyama, who has delivered TED Talks and written extensively on grassroots revitalization, will visit Hardee County on April 15th. During his visit, Mr. Kageyama will:

- Spend a day in Wauchula, taking photographs and gathering stories from community members who have successfully implemented grassroots initiatives in other cities.
- Share these stories and highlight opportunities for economic growth and community development in Hardee County.
- Focus his presentation on the county's five pillars: healthcare, education, infrastructure, housing, and recreation.
- Showcase a video released in March, which highlights the housing pillar and the county's efforts to strengthen its overall economic footprint.
- Business Recruitment Update:
    - In addition to Mr. Kageyama's visit, the Board was informed that Hardee County has entered into a purchase contract with a South Carolina-based company specializing in the sterilization of surgical tools and equipment. The company currently holds contracts with 70 hospitals in the region and is seeking to expand into the Florida market.
    - The county is working to recruit the company to locate in Hardee County, with plans to sell them two lots in the commerce park.
    - It was noted that this project represents another step forward in the county's broader economic development strategy, which is gaining momentum as new opportunities emerge.

Commissioner Flores expressed appreciation for the presentation and commended the transparency displayed. He noted that the county's efforts to revitalize the commerce park are a positive step forward and praised the number of successful clients that have been attracted to the area. Commissioner Flores asked questions regarding lease agreements, specifically about the option to purchase and the appraised value of buildings. He was pleased to learn that the county is now appraising property values at the time of execution, rather than at the outset of agreements. He also raised concerns about the accuracy of local investment numbers reported by companies such as Aloha Medical, asking how the county verifies that companies are spending money locally. He suggested that such figures should be supported by receipts or documentation. Commissioner Flores emphasized the importance of considering non-monetary benefits of economic development—such as job creation, property tax revenue, and community engagement, which are often overlooked but critical in evaluating overall impact.

Code Compliance and Redevelopment:

- There is ongoing work with Debut Development to resolve code violations related to containers on their properties.
- An agreement has been reached with the City of Wauchula to remove the containers, and Debut is relocating products into facilities.
- It was noted that they appeared before a magistrate to resolve the issue and are working cooperatively with the company.
- Referencing a development in Wesley Chapel that successfully incorporated containers as a design element, it was suggested Hardee County consider similar creative approaches, potentially including stages and music events to enhance community atmosphere.

Safe Gauge Recruitment:

There was discussion concerning Safe Gauge, a company expressing interest in locating in Hardee County. They expressed enthusiasm about the opportunity, but raised questions about whether there are guidelines or expectations for hiring local residents as part of the company's workforce.

Economic Development and Growth:

- The county's commitment to revitalizing the commerce park and attracting new businesses was reiterated.
- While not every job can be filled by local residents, efforts are underway to recruit outside talent while also strengthening the local workforce.

Recruitment and Hiring Practices:

- The county follows a five-pillar approach to economic development, with a strong focus on education and workforce training.
- Partnerships with local schools and universities are being leveraged to prepare Hardee County citizens for new opportunities, while also recognizing the need to bring in specialized talent from outside the county.

Challenges and Opportunities:

- Challenges in managing growth, including the need for additional housing ("more rooftops") and public spaces was highlighted.
- Opportunities in value-added agriculture and manufacturing, which could create new industries and jobs was also highlighted.

Specific Projects and Investments:

- A proposal is under consideration to shift the contract with EcoSteris, a surgical tool sterilization company, to take over the test plot site in the commerce park.
- An investment of $300,000 is being made in the hospital facility, which is undergoing asbestos remediation.
- Broader discussions continue about the need for housing development and public amenities to support growth.

Concerns About the Hospital:

- Concerns have been expressed regarding tearing down the hospital, citing its historical value and potential for reuse as residential units or an assisted living facility.
- A personal connection was shared, noting that their father was one of the first physicians at the hospital and helped establish it.
- A private sector developer is currently evaluating the facility for residential conversion, though a structural engineer's assessment will be required to determine feasibility.

Marketing and Advertising Efforts:

- An overview of the county's marketing and advertising campaigns was provided, which track impressions, clicks, and engagement metrics.
- The importance of maximizing engagement rather than focusing solely on clicks was emphasized, as engagement is more closely tied to sales and recruitment success.
- Industry standards for click-through rates were noted at approximately 11 percent, compared to the county's recent performance of 2,717 clicks out of 13,000 impressions. While acknowledging that clicks do not directly translate to sales, their value as a performance metric was stressed.

Chair Melendy invited additional comments from the Board; however, no further remarks were offered.

5. PUBLIC COMMENT PORTION FOR AGENDA ITEMS

Chair Melendy called for public comment; no comments were offered.

6. ADJOURNMENT

This session was conducted as a workshop. The Board engaged in discussion only; no formal motions or votes were introduced or acted upon.

With no further business to come before the Board, Chair Melendy thanked all participants for their contributions and collaboration throughout the meeting. He emphasized the importance of continued partnership in advancing Hardee County's goals and priorities.

The meeting was adjourned at 11:08 a.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

TENTATIVE BUDGET PUBLIC HEARING

September 9, 2025, at 5:05 PM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

Chair Melendy called the meeting to order at 5:06 p.m.

3. APPROVAL OF AGENDA

Chair Melendy opened for a motion to approve the agenda.

Motion by Commissioner Flores and second by Commissioner Chancey for approval of the agenda.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. NOTICE OF PUBLIC HEARING

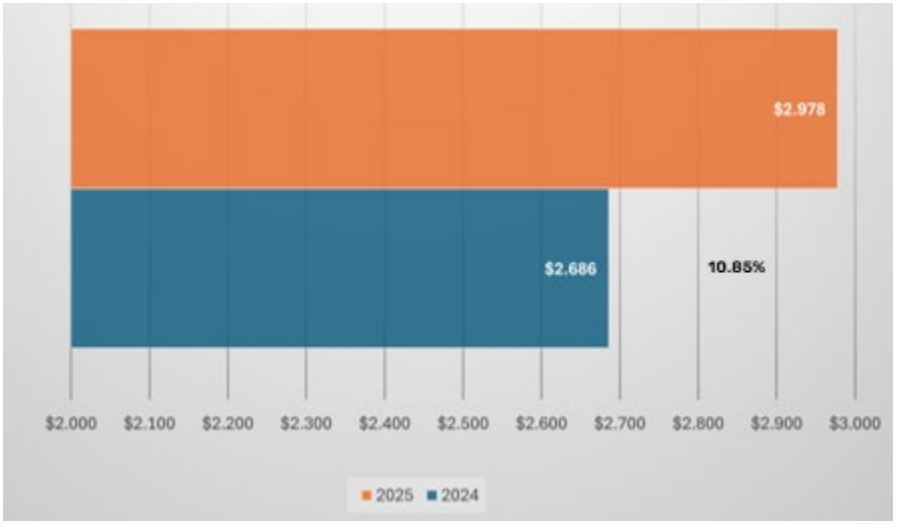
Chair Melendy announced the notice of public hearing was posted on the TRIM (Truth in Millage) Notice, which was mailed out by Hardee County Property Appraiser, Kathy Crawford, on August 15, 2025.

5. TENTATIVE BUDGET PRESENTATION

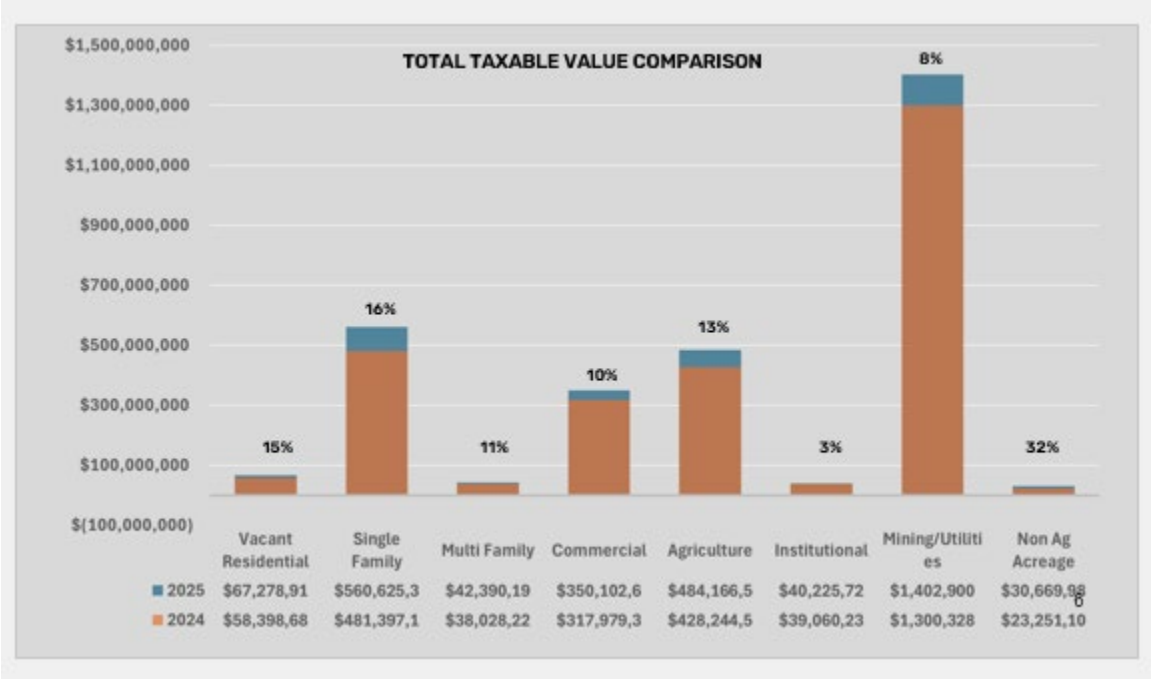
County Manager Atchley announced that Hardee County Property Appraiser, Kathy Crawford, would be presenting 2025 tax information.

Hardee County Property Appraiser, Kathy Crawford, - 2025 Taxable Value Overview Presentation:

- Total Tax Base - $2,978,359,567
- Real Property - $1,788,507,876 or 60 percent
- Tangible Personal Property - $1,189,851,691 or 40 percent
- Total Tax Base Use:
    - Mining/Utilities – 47 percent
    - Non-Ag Acreage – 1 percent
    - Vacant Residential – 2 percent
    - Single Family – 19 percent
    - Multi-Family – 2 percent
    - Commercial – 12 percent
    - Agriculture – 16 percent
    - Institutional – 1 percent
- Taxable Value Comparison:



- Total Taxable Value Comparison:



- Taxes Paid to the Board of County Commissioners:
  - $0 – 416 or 9 percent
  - $1 - $100 – 269 or 6 percent
  - $251 – 500 – 660 or 14 percent
  - $501 - $750 – 498 or 11 percent
  - $751 - $1,000 – 398 or 9 percent
  - $1,001 - $1,500 – 562 pr 12 percent
  - $1,501 - $2,000 – 301 or 7 percent
  - $2,001 - $2,500 – 133 or 3 percent
  - $2,501 - $3,000 – 72 or 2 percent
  - $3,001 - $4,000 – 57 or 1 percent
  - $4,001 - $6,000 – 17 or 0 percent
  - $8,001 - $10,000 – 1 or 0 percent
- Savings with Rolled Back Rate:
  - $0 – 416 or 9 percent
  - $4.87 – 269 or 6 percent
  - $17.06 – 1165 or 26 percent
  - $33.07 – 660 or 14 percent
  - $55.77 – 498 or 11 percent
  - $77.56 – 398 or 9 percent

    - $110.06 – 562 or 12 percent
    - $152.49 – 301 or 7 percent
    - $198.67 – 133 or 3 percent
    - $239.95 – 72 or 2 percent
    - $302.84 – 57 or 1 percent
    - $397.83 – 17 or 0 percent
    - $773.93 – 1 or 0 percent
- Savings with 8.0192:
    - $0 – 416 or 9 percent
    - $2.43 – 269 or 6 percent
    - $8.53 – 1165 or 36 percent
    - $16.53 – 660 or 14 percent
    - $27.88 – 498 or 11 percent
    - $38.78 – 398 or 9 percent
    - $55.02 – 562 or 12 percent
    - $76.24 – 301 or 7 percent
    - $99.32 – 133 or 3 percent
    - $119.96 – 72 or 2 percent
    - $151.40 – 57 or 1 percent
    - $198.89 – 17 or 0 percent
    - $386.91 – 1 or 0 percent
- Provided Examples:
    - Hidden Creek Subdivision:
        - Market value - $254,000
        - Homestead:
            - Taxable value - $185,000
            - Taxes - $3,771
            - Paid to BOCC - $1,555
            - Increase over prior year - $49
            - Savings with rollback - $89
            - Savings with 8.0192 - $19.78
            - Average prior year taxes - $3,548
            - Average taxes at proposed rate - $3,765
            - Average total taxes with rollback - $3,626
            - Average total taxes with 8.0192 - $3,835
        - Non-homestead:
            - Taxable value - $238,000
            - Taxes - $4,927
            - Paid to BOCC - $2,000
            - Increase over prior year - $109
            - Savings with rollback - $70
            - Average increase 8.0192 - $19.94
            - Average prior year taxes - $4,297
            - Average taxes at proposed rate - $4,692
            - Average total taxes with rollback - $4,513
            - Average total taxes with 8.0192 - $4,603

Commissioner Chancey noted that for a homestead property the prior year taxes were $3,548 based on the millage rate of 8.395 and the proposed rate of 8.395 would be calculated on the higher assessed property values. Property Appraiser Crawford noted that was correct, although the properties in this category have a three percent increase to the assessed value, so the increase in the category is due to the City of Wauchula's millage rate being increased while the County's and Hardee School Board's millage rate remained level with no increase. Commissioner Chancey noted the millage rate of 8.0192 was calculated on the higher assessed property values and questioned why the amount was higher than the proposed 8.395 millage rate. Property Appraiser Crawford noted she would need to review the calculations to confirm her "math" was correct and the correct amount should be between the proposed rate and rollback rate.

County Manager Atchley acknowledged staff's hard work, dedication, and commitment concerning the preparation of the proposed Year 2025-2026 County Budget and reviewed the following:

- The budget being a continuation of plans, a statement of priorities, and a road map for meeting the needs of our citizens, which was more than a collection of numbers

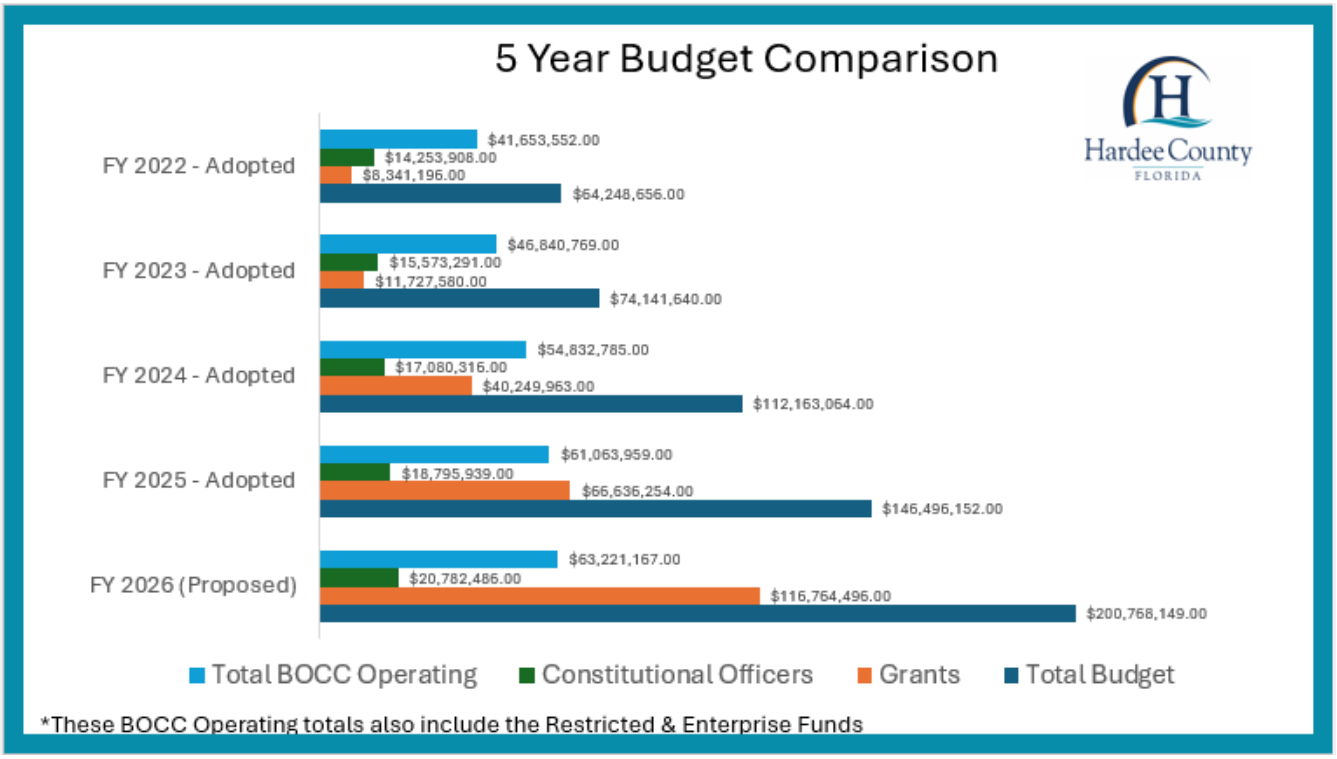
- The County continuing to face significant challenges, such as growth pressures, infrastructure demands and problems, public safety needs, and economic uncertainty that requires focus, being strategic, and united
- The County's progress and the County cannot afford to slow down
- The $206 million needs list that was adjusted and updated by successfully meeting $65 million worth of needs in the previous two years:
    - Continually analyzing and identifying concerns, updating pricing, and being aware of the County's needs
    - Needs list presently at $166 million
    - Progress is being made because of the Board's advocacy work and staff's due diligence concerning grant funding, not because of tax increases or people having to pay more
- Reality of the challenges facing the County concerning replacing worn out equipment
- The proposed budget reflects fiscal responsibility, a vision of ensuring that essential services are sustained, support of the County's workforce, and investment in the future of the County
- The proposed budget being not about revenues and expenditures, but about people who rely on everyday county services

County Manager Atchley requested the proposed budget be approved to allow staff to continue the work that the citizens demand and deserve.

Hardee County Board of County Commissioners FY 2026 Our Future Looks Bright Presentation:

Assistant County Manager Baber, Budget Manager, Diane Moore, and General Services Director, Lorie Ayers, gave the presentation:

- Strategic Foundation:
    - Adopted Hardee County Strategic Plan Fiscal Year 2024-2025:
        - Strategic plan vision and mission:
            - Vision – to have a strong community of integrity where people want to be
            - Mission – building a vibrant and resilient environment focusing on the health, safety, and welfare of the community
    - Budget overview:
        - Strategic investments – this budget allows us to invest in areas critical for long-term growth, such as infrastructure improvements, workforce development, and economic development initiatives
        - Grant leverage – the substantial increase in grant funding empowers us to stretch our resources further
        - Responsible budgeting – this budget prioritizes responsible spending while ensuring we have the resources needed to deliver essential services and maintain a high quality of life for our residents
        - The Fiscal Year 2026 budget represents a thoughtful and strategic approach to our community's future
        - Fiscal stewardship:
            - Hardee County submitted FY 2025 Budget for consideration of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA)
            - The award was received for meeting the nationally recognized guidelines for effective budget presentation
        - BOCC budget process timetable:
            - July 10 – budget distributed to the Board
            - July 15-16 – BOCC Budget Workshop
            - July 17 – TRIM maximum millage rates approved
            - September 9 – tentative millage rate and tentative budget approved
            - September 23 – adopt final millage rate and budget
        - Five-year budget comparison:

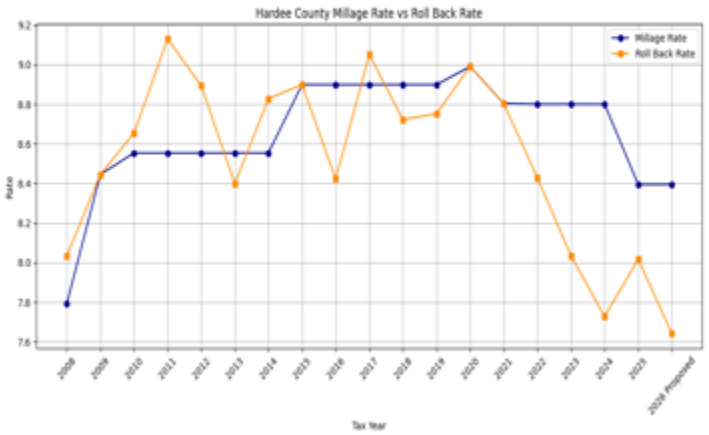


- FY 2026 Budget overview:
  - $200,768,149
  - 225.5 FTE's
  - 8.395 aggregate millage rate
  - Overall FY 2026 proposed budget:
    - BOCC operating - $63,221,167:
      - Unrestricted - $30,440,637
      - Restricted/Enterprise $32,780,530
    - Grants - $116,764,496
    - Constitutional Officers - $20,782,486
- At the current 8.3950 millage rate $25,003,329 ad valorem revenue generated:
  - BOCC - $3,106,763 or 12 percent
  - CRA's - $1,114,080 or 5 percent
  - Constitutional Officers - $20,782,486 or 83 percent
- Constitutional Officers' requests:
  - Total requests - $20,782,486:
    - Sheriff - $16,853,230
    - Clerk of Court - $1,035,411
    - Supervisor of Elections - $786,052
    - Property Appraiser - $1,231,105
    - Tax Collector - $876,688
- FY 2025-2026 tentative levy details:
  - The tentative levy is 8.3950 mills
  - This is an increase of 9.83 percent over the rollback rate of 7.6433
  - The proposed millage rate is 8.3950 mills
  - The proposed tentative operating budget is $200,768,149
  - Hardee County Millage vs. rollback rate:

HARDEE COUNTY
MILLAGE vs ROLL BACK RATE

Hardee County
FLORIDA

Tax Year	Millage Rate	Roll Back Rate
2026 Proposed	8.3950	7.6433
2025	8.3950	8.0170
2024	8.8000	7.7278
2023	8.8000	8.0348
2022	8.8000	8.4287
2021	8.8038	8.8038
2020	8.9900	8.9900
2019	8.8991	8.7522
2018	8.8991	8.7222
2017	8.8991	9.0501
2016	8.8991	8.4227
2015	8.8991	8.8991
2014	8.5540	8.8280
2013	8.5540	8.3989
2012	8.5540	8.8928
2011	8.5540	9.1304
2010	8.5540	8.6537
2009	8.4450	8.4450
2008	7.7926	8.0336

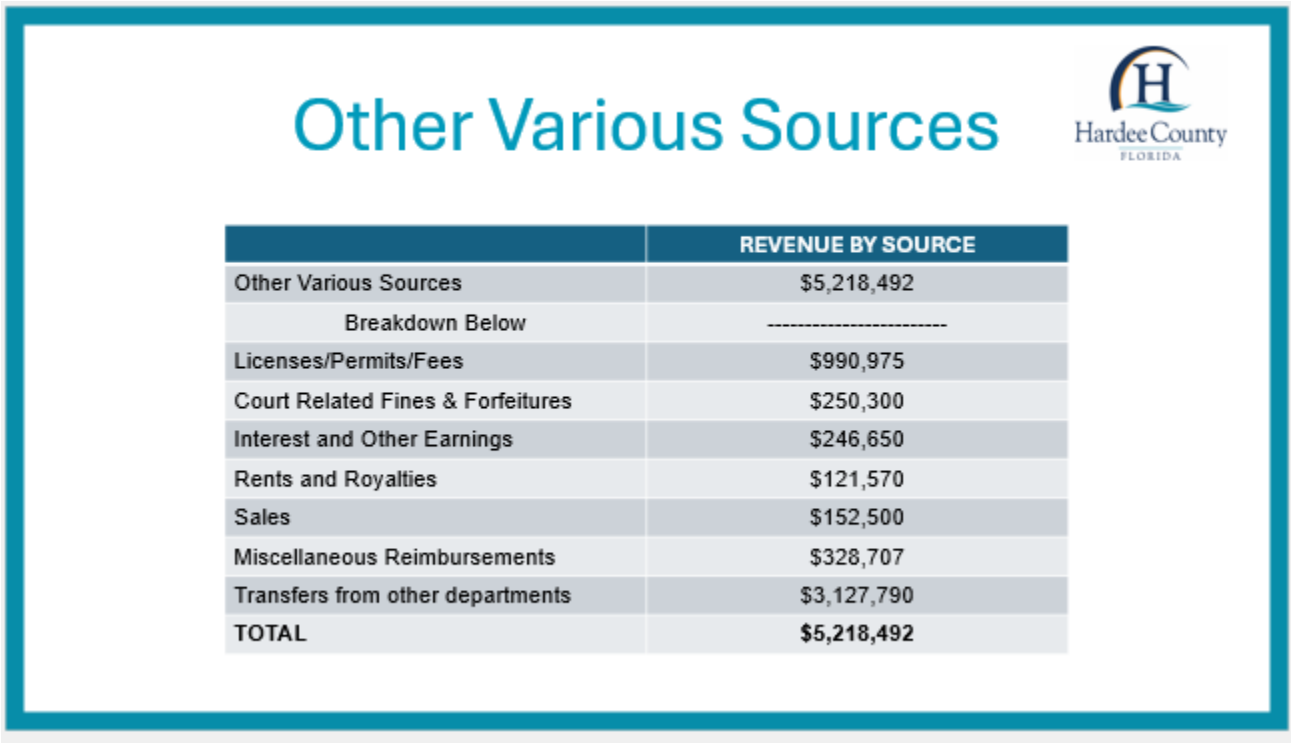


- Revenues and expenditures:

Revenues

Hardee County
FLORIDA

	REVENUE BY SOURCE	% OF TOTAL BUDGET
Ad Valorem/Property Taxes	$25,003,329	12%
Federal, State and Local Grants	$116,764,496	58%
State Shared Grants	$11,414,935	6%
Charges for Services	$7,847,514	4%
General Government Taxes	$6,060,000	4%
Special Assessments	$4,323,975	2%
Fund Balance	$24,135,408	12%
Other Various Sources	$5,218,492	2%
TOTAL	**$200,768,149**	**100%**



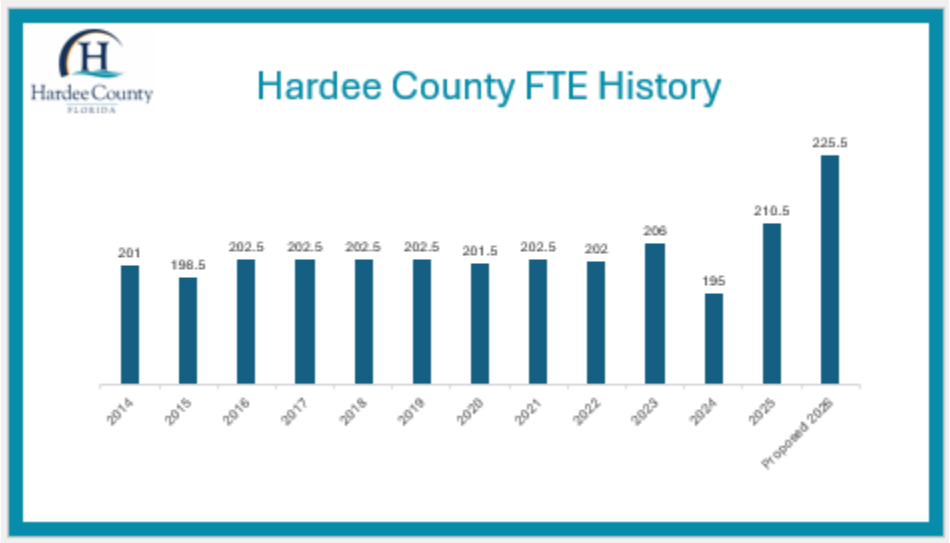
	REVENUE BY SOURCE
Other Various Sources	$5,218,492
Breakdown Below	----------
Licenses/Permits/Fees	$990,975
Court Related Fines & Forfeitures	$250,300
Interest and Other Earnings	$246,650
Rents and Royalties	$121,570
Sales	$152,500
Miscellaneous Reimbursements	$328,707
Transfers from other departments	$3,127,790
TOTAL	**$5,218,492**

- Expenditures by cost category:
  - Total - $200,768,149
  - Personnel services - $20,215,153
  - Constitutional Officers - $20,782,486
  - Operating - $20,739,481 or 10 percent
  - Aids to others - $1,637,467
  - Capital $119,532,083 or 60 percent
  - Fund balance - $11,970,760 or 60 percent
  - Miscellaneous - $5,860,719

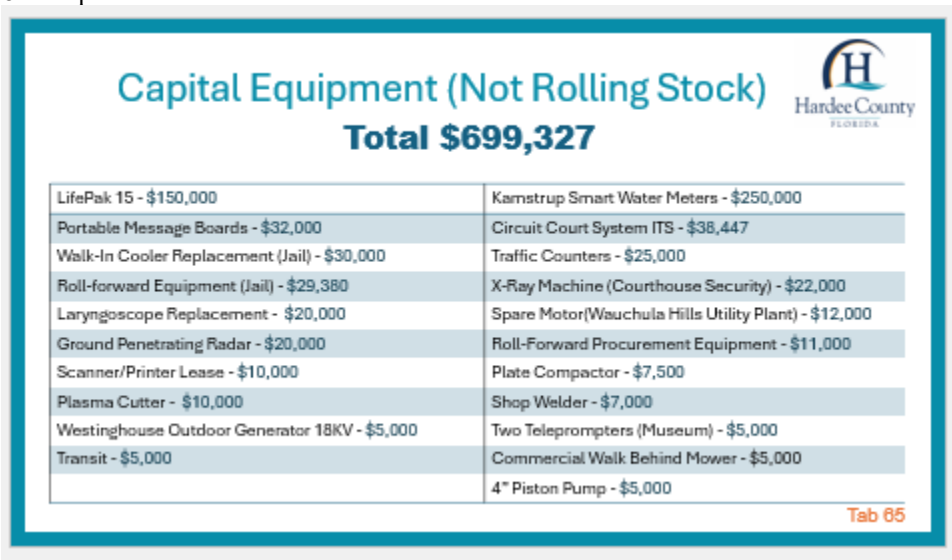
- Budget changes and highlights:
  - Changes since July Budget Workshop:
    - Property Appraiser – reduction in budget by $6,440
    - Road and Bridge:
      - Added $100,290 to carry forward a generator purchase for TT (Transportation Trust) that will not be completed in Fiscal Year 2025
      - Added $1,149,242 of residual amounts increased in various SCRAP (Small County Road Assistance Program/SCOP (Small County) grants
      - E911:
        - Added E911-Next Generation 911 Grant, increasing budget by $359,841
      - Utilities – added the Phase 7 Wastewater Expansion Grant recently awarded from Florida Department of Environmental Protection in the amount of $3,385,120.44
    - Human Services non-profit support:
      - In the FY 2026 Budget, each organization will receive either $5,000 or the same amount funded in FY 2025
      - All impacted organizations were notified in March 2025, to allow time for planning and adjustment

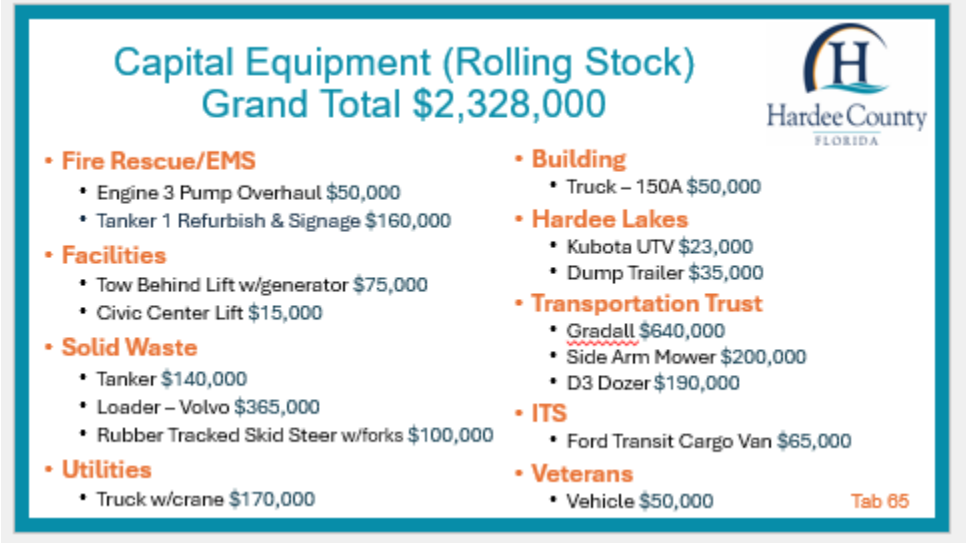
Organization	Funded in FY25	Requested in FY26	Proposed in FY26
Peace River Center	$10,000.00	$5,000.00	$5,000.00
Hope of Hardee (NuHope)	$10,000.00	$5,000.00	$5,000.00
Caring People Ministries	$2,500.00	$15,000.00	$2,500.00
Cutting Edge Ministries	$2,500.00	$5,000.00	$2,500.00
Hardee Help Center	$2,500.00	$5,000.00	$2,500.00
Alpha & Omega Ministries	$2,500.00	$2,500.00	$2,500.00
Total	**$30,000.00**	**$37,500.00**	**$20,000.00**

- Investing in our employees FY 2026 Budget:
  - Cost-of-Living Adjustment (COLA)
  - Performance based merit increases
  - Tuition reimbursement program
  - Wellness program
  - Leadership training
- New positions:
  - There were over 30 new positions requested by various departments during the budget process:
    - After careful consideration, only 13 of those new positions were added to the proposed budget
    - Additionally, two part-time positions were reclassified to full-time positions
    - FY 2026 budgeted positions:
      - Building – one permit technician
      - Facilities – two maintenance technicians and one custodian
      - Information technology – one IT technician
      - Parks & recreation – one grounds keeper and one custodian
      - Public works – four maintenance workers
      - Solid waste – one heavy equipment operator
      - Veteran's services – part-time to full-time veterans' officer (+0.5)
      - Library - part-time to full-time library assistant (+0.5)
      - Total – 14



- Capital investments:





  - Capital projects community outreach:
    - County funded – total $3,116,649.00
    - Health department – roof repair - $300,000 and AC handler contract - $250,000
    - Civic center:
      - Refresh – paint, curtains, commercial fridge and freezer, and roll forward flooring replacement - $77,161
      - Digital sign - $75,000
      - Lighting upgrade - $15,000
      - Roof replacement - $325,000
    - Library – upgrade circulation desk, children's area, teen study area, adult area - $91,600
    - Soil conservation – office carpet/flooring update and AC - $500,000
    - County extension – office upgrades, add restroom, resurface parking area, kitchen equipment upgrades - $165,000
    - Fire control – fire assessment fee study $35,000
    - Medical Examiner building - $250,000
    - Courthouse – floor replacement, security door lock system, railing replacements, facility upgrades, new carpet, landscaping, AC replacements, and sidewalk replacements - $302,888
    - Building department – office repairs/upgrades $30,000
    - Probation – office repairs/upgrades - $15,000
    - Marketing general fund – gateway signs $80,000
    - Tourist development fund – gateway signs $80,000

- Road and bridge:
  - Bridge deficiencies - $125,000
  - Streetlights - $50,000
  - Pavement management plan - $400,000
- Utilities – bio solids treatment plant (Vandolah) - $250,000 and bank coatings - $150,000

- Capital projects – Parks and Recreation:
  - County funded – total $1,139,144
  - Hardee Park:
    - Wooden walkways - $15,000
    - Fence - $150,000
    - Baseball field improvement - $45,000
    - Scoreboards - $50,000
  - Magnolia Manor Park:
    - Restrooms - $30,000
    - Fence - $40,000
  - Hardee Lakes Park:
    - Disc golf course - $25,000
    - Road improvements - $50,000
    - RV site pad installations - $50,000
    - Wooden walkway bridge improvements - $10,000
  - Pioneer Park:
    - Parking renovations - $180,000
    - Play-ground - $100,000
    - Digital road sign - $75,000
    - Sound system at Nickerson Barn - $15,000
    - Roll forward pavilion remodel - $12,000
  - Cracker Trail Museum:
    - Floors and wall improvements - $30,000
    - Glass case tops replacements - $12,000
    - Signs, lights, and benches for village - $20,000
    - Fencing - $10,000
  - Wildlife Refuge:
    - New animals - $15,000
    - Update otter enclosure - $5,000
    - Raccoon enclosure - $25,000
  - Parks and Recreation:
    - Parks beautification - $25,000
    - Roll forward asphalt in multiple parks - $50,000
- Capital projects – work force facilities:
  - Roll forward procurement – stockroom upgrade (flooring, shelving, and lighting) - $16,000
  - ITS firewall replacement - $10,000
  - ITS Synology NAS replacement - $10,000
  - ITS server replacement - $13,000
  - Hardee Lakes – replace shop - $150,000
  - Jail – repair floor and painting - $10,000
  - Jail AC replacement - $200,000
  - Fleet – electrical doors and new floors - $19,000
- Capital replacement fund $650,000 after FY 2026 contribution:
  - $250,000 FY 2025 contribution
  - $400,000 FY 2026 budgeted contribution
  - Funds can be invested to accrue interest (making money on our money)
  - Planned asset replacement
  - Financial stability
  - Improved budgeting and forecasting
  - Risk mitigation
  - Asset value preservation
  - Transparency and accountability

- Operational continuity

- $110 million in grant funded major capital projects in FY 2026 Budget:

Road and Bridge Projects	$18 Million
Sheriff Office New Admin Building	$13 Million
County Detention Center	$25 Million
Emergency Operations Center	$9 Million
Utilities Infrastructure	$9.7 Million
Fire Station One New Facility	$7.2 Million
Pioneer Park: Water & Waste-Water Expansion	$5.1 Million
Generators (SFSC LS, Vandolah LLS, Building Dept, & Sheriff's Office)	$1.1 Million
Multi Government Complex	$20 Million
Fire Trucks (Pumper, Tanker, 2-Brush Trucks)	$2.4 Million

- Assessments:
  - Fire protection special assessment – fire protection special assessments fund the capital and operating costs of fire services in Hardee County:
    - Three fire/rescue stations in Hardee County – Bowling Green, Wauchula, and Zolfo Springs
    - Total of 13 personnel per shift and five administrative personnel
    - Total of 45 employees
    - Costs for emergency medical supplies, fire rescue equipment, and maintenance have increased significantly:
      - The proposed five percent increase will result in an annual household increase of $11.15 or a monthly increase of $0.93 cents per residential unit
      - Five percent increase – fire assessments:

	Current Rate	New Rate
Residential Property Use Categories	Per Dwelling Unit	Per Dwelling Unit
Residential	$223.16	$234.31
Non-Residential Property Use Categories	Per Sq. Foot	Per Sq. Foot
Commercial	$0.10	$0.10
Industrial	$0.16	$0.16
Institutional	$0.54	$0.57
Non-Residential Property Use Categories	Rate Per Acre	Rate Per Acre
Vacant Land	$0.99	$1.04

  - Solid waste assessments two components:
    - Solid waste disposal:
      - Funds the facilities at the landfill
      - Funds machinery and equipment used at the landfill
      - Provides reserves for closure of the landfill cells
      - Request for a five percent increase in disposal assessments due to the following:
        - Fuel costs – rising diesel prices and opening of the new cell will increase our fuel consumption to adhere to DEP (Department of Environmental Protection) guidelines and regulations
        - Equipment costs:
          - Cost of heavy equipment maintenance and parts continue to rise
          - Current equipment is nearing the end of their life cycle
          - Opening the new cell will increase equipment costs
        - Inflationary impact:
          - General inflation across all sectors – from insurance and utilities to supplies
      - Solid waste disposal assessments:

Assessment	Current Rate	Proposed New Rate
Disposal Residential Assessment	$ 109.54	$ 115.02
Annual Increase		$ 5.48
Monthly Increase		$ 0.45

- Solid waste collection:
  - Collection cost of gathering waste and taking it to the landfill
  - Charged in unincorporated areas of the county
  - Contract with Hardee County Disposal, Inc.
  - This assessment is based on the contract with the collection company and per the contract the collection company receives a cost-of-living adjustment each year:

Assessment	Current Rate	Proposed New Rate
Collection Residential Assessment	$ 149.50	$ 153.59
Contractual Cost of Living Adjustment		2.89%
Annual Increase		$ 4.09
Monthly Increase		$ 0.34

- Proposed final solid waste collection and disposal rates:
  - Solid waste collection - $153.59 per year
  - Solid waste disposal - $115.02 per year
  - Total solid waste fee - $268.61 per year

- Resolutions and action items:
  - Resolution 2025-74 action item – tentative millage rate of 8.395 mills
  - Resolution 2025-75 action item – tentative operating and capital outlay budget for FY 2025-2026 is $200,768,149
  - Resolution 2025-72 action item – final fire assessment rates as presented effective October 1, 2025:
    - Residential rates - $234.31 per dwelling unit
    - Commercial rates - $0.10 cents per square foot
    - Industrial rat - $0.16 cents per square foot
    - Institutional rate - $0.57 per square foot
    - Vacant land - $1.04 per acre
  - Resolution 2025-73 action item – final solid waste collection and disposal assessment rates as presented effective October 1, 2025:
    - Solid waste collection - $153.59
    - Solid waste disposal - $115.02
    - Total solid waste fee - $268.61
- Next steps:
  - FY 2026 First Budget Public Hearing (today):
    - Adopt fee schedule resolutions
    - Set millage rate for FY 2026 Budget

- FY 2026 Second Budget Hearing (September 23, 2025) – adopt FY 2026 Budget

Chair Melendy recessed the meeting at 6:41 p.m.
Chair Melendy reconvened the meeting at 6:55 p.m.

Chair Melendy called for any Commissioner questions on the budget presentation or the budget.

Commissioner Chancey commended staff's work and noted approximately $1 million of capital equipment was purchased, the proposed budget added an additional $2.6 million for capital equipment. In addition, Commissioner Chancey noted the ad valorem taxes would fund the purchases, he could not "see" raising the millage rate, and he was in favor of setting the millage rate closer to the rollback rate, i.e., 7.85, and allocating $100,000 for possible distribution to non-profit agencies.

Commissioner Miller noted he agreed with Commissioner Chancey's suggestion concerning distribution of funding to the non-profit agencies, which was a way to give back to the community for important and needed services. He also supported reducing the overall budget by $1 million and explained that applications for grant funding was recently approved by the Board, which would offset some of the needed funding for capital projects such as health department and civic center renovations and if all of the grand funding was not received a portion of the needed work could be accomplished.

Commissioner Wells noted he was in favor of the direction Commissioner Chancey and Commissioner Miller were proposing for the non-profit agencies and reducing the millage rate, he felt the amount of money collected through taxes was sufficient, and sometimes he thought the County had somewhat of a "spending problem."

Commissioner Flores noted the County has been "turned around" in the last couple of years, the County growing and changing being a burden on the taxpayers, and the continual low increase in population numbers, which also makes it hard on the individual taxpayers. Commissioner Flores was in favor of helping the non-profit agencies that provide beneficial services to the community, reviewed the increases across the budget, and suggested setting the millage rate at 7.99 to provide relief for the citizens.

Chair Melendy noted it was important not to stifle any momentum the County has gained, reviewed some of the proposed improvements to the County, was in favor of continuing the capital equipment replacement fund, agreed with accomplishing the capital projects with grant funding to reduce the utilization of taxpayer dollars, and was concerned about the County providing funding for non-profit agencies without oversite.

There was continued discussion concerning reducing the millage rate and how reducing the millage rate would affect the proposed budget.

Assistant County Manager Baber requested the Board the provide a number for the millage rate and allow County Manager Atchley to make the decision of where the "cuts" will be made that meets the public's need.

There was further discussion concerning the timing of purchasing equipment, using discernment when expending funds, auctioning off or selling $750,000 worth of used (junk) capital equipment that was stored overtime.

Chair Melendy requested the pleasure of the Board.

Commissioner Flores noted he was unsure of the percentage rate and whether the percentage needed to be calculated. County Attorney Johnston confirmed the percentage must be calculated and include in any motion.

Commissioner Flores noted he was "looking to make a motion" to set the rollback rate at 7.99.

Commissioner Chancey questioned whether the Board could increase or decrease any set millage rate at the next public hearing as long as the 8.395 millage rate was not exceeded. County Attorney Johnston advised the Board could increase or decrease the millage rate. County Manager Atchley requested clarification of whether the millage rate could be changed between two public hearings. County Attorney Johnston confirmed the millage rate could be changed at the second public hearing and requested time to research the statutory advertisement requirements.

Commissioner Chancey suggested setting the millage rate at 7.85, which would "cover" the $800,000 for employee increases and provide "a little extra" funding.

Commissioner Miller seconded Commissioner Flores' motion for discussion purposes.

Chair Melendy was unsure of whether Commissioner Flores had made a formal motion and noted the Board was in the process of discussing the millage rate.

Motion by Commissioner Wells to go along with Mr. Chancey's 7.85.

County Attorney Johnston advised a motion could not be made until the budgetary percentage rate for the increase was calculated.

Assistant County Manager Baber noted he was requesting a consensus from the Board, he could provide several millage rates, and the funding amount each millage rate would generate, or the Board could provide a dollar amount it wished to cut from the budget amount.

Chair Melendy requested the Board provide a dollar amount to be cut from the budget amount or whether the Board wished to hear alternative millage rates from Assistant County Manager Baber.

Commissioner Chancey requested to hear the different millage rates and percentages.

Assistant County Manager Baber provided the following and noted the rollback rate would be calculated once a millage rate is decided:

- 8.0192 millage rate – reducing the budgetary amount by $1.119 million and generating ad valorem taxes in the amount of $23.884061 million
- 7.9999 millage rate – reducing the budgetary amount by $1.176 million and generating ad valorem taxes in the amount of $23.826 million
- 7.8312 millage rate – reducing the budgetary amount by $1.679 million and generating ad valorem taxes in the amount of $23.324 million
- 8.1431 millage rate – reducing the budgetary amount by $750,000 and generating ad valorem taxes in the amount of $24.253 million

Commissioner Chancey requested the amount of ad valorem dollars generated the previous year. Assistant County Manager Baber noted the generated ad valorem taxes for general services for Fiscal Year 2024-2025 was $22.282 million.

There was discussion concerning purchasing $1 million dollars' worth of equipment and which departments utilized that equipment.

County Manager Atchley explained that once a consensus on the millage rate was reached, Budget Manager Moore would need time to calculate the rollback percentage rate, and a meeting recess would be needed.

Commissioner Flores noted the needs list was reduced from approximately $200 million to $166 million through the utilization of grant funding, and staff will continue to pursue granting funding for the remaining needs; however, the County needed to be prepared regardless of what happens with the grant funding. Setting the millage at 7.99 percent will meet the needs of the taxpayers as well provide opportunity to continue the forward momentum with the projects.

Commissioner Chancey proposed a compromise to set the millage rate between 7.99 and 7.85, i.e., set the millage rate at 7.92.

Chair Melendy requested clarification of whether the millage rate could be changed between the two public hearings. County Attorney Johnston advised the millage could be changed between the first and second reading, but could not exceed the millage rate that was adopted in July, which would also require a change to advertisement notification.

Commissioner Flores requested the amount a 7.99 millage rate would generate. Budget Manager Moore explained that a 7.99 millage rate would generate $23,826,578 and require the budget to be reduced by $1,176,749.

Chair Melendy requested County Attorney Johnston clarify whether the millage rate could be changed between the first and second public hearings. County Attorney Johnston advised the millage could be changed between the first and second public hearings but could not exceed the millage rate that was adopted in July during the budget workshop. The Board's public notice would need to be updated and changed.

Commissioner Flores noted he agreed with Commissioner Chancey's proposal to set the millage rate at 7.92.

Assistant County Manager Baber requested clarification of whether the assessments would remain as presented considering the budget was built off of the revenues generated by the assessments.

Commissioner Chancey commented on the assessments, noting his problem with charging the fire inspection fee on commercial buildings.

County Manager Atchley reaffirmed the need for a Board consensus for the assessment amount to remain as presented.

Commissioner Flores voiced his agreement with the assessments as presented.

Commissioner Miller voiced his support for the assessments as presented.

Chair Melendy noted the Board was "good" with the assessments.

County Manager Atchley requested a 20-minute recess.

Chair Melendy recessed the meeting at 7:45 p.m.
Chair Melendy reconvened the meeting at 8:20 p.m.

Assistant County Manager Baber confirmed staff was able to complete the necessary calculations for the budget changes required by setting a 7.9200 millage rate.

6. RESOLUTION FOR TENTATIVE MILLAGE RATE

A. Resolution 2025-74 - Tentative Millage Rate:

Budget Manager, Diane Moore, read the following for the record:

Resolution 2025-74, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the tentative millage rate of 7.9200 mills for Fiscal Year 2025/2026, the calculated "rolled-back" rate is 7.6433 mills, or 3.62% higher than the "rolled-back" rate for Fiscal Year 2024/2025, and reaffirming the second public hearing to set the final millage rate on September 23, 2025, at 5:05 p.m.

So, moved by Commissioner Wells.

Chair Melendy questioned whether County Attorney Johnston approved of the Commissioner Wells' motion. County Attorney Johnston confirmed her approval of the motion.

Motion was seconded by Commissioner Flores.

Chair Melendy called for public comments. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

County Attorney Johnston advised a roll call vote was needed for approval of the resolution.

County Attorney Johnston administered a roll call vote to affirm the previous vote:

Commissioner Wells - Aye
Vice Chair Flores - Yes
Commissioner Chancey - Yes
Commissioner Miller - Yes
Chair Melendy - Aye

Motion carried unanimously.

7. RESOLUTION FOR TENTATIVE OPERATING BUDGET

A. Resolution 2025-75 - Tentative Operating and Capital Outlay Budget:

County Attorney Johnston requested the updated budget amounts be read for the record.

Budget Manager, Diane Moore, read the following for the record:

Resolution 2025-75, a resolution adopting the tentative operating and capital outlay budget for the fiscal year commencing October 1, 2025, the current operating and capital budget at this millage would be $199,395,870.

Chair Melendy called for Commissioner comments. None given.

Chair Melendy called for a motion.

So, moved by Commissioner Flores.

Commissioner Flores read the motion for the record.

Motion by Commissioner Flores to approve Resolution 2025-75, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the tentative operating and capital outlay budget for the fiscal year commencing October 1, 2025, through September 30, 2026, pursuant to Section 200.065, Florida Statutes; authorizing expenditures consistent therewith and authorizing certain budget amendments within a department provided that the total of the appropriations is not changed, and providing for an effective date.

Second given by Commissioner Wells.

Chair Melendy called for public comments. None given.

County Attorney Johnston administered a roll call vote:

Commissioner Miller - Aye
Commissioner Chancey – Aye
Commissioner Wells – Aye
Vice Chair Flores – Aye
Chair Melendy - Aye

Motion carried unanimously.

8. RESOLUTION FOR FIRE ASSESSMENTS

A. Resolution 2025-72 - Final Fire Assessment:

Budget Manager, Diane Moore, noted the special assessments will be approximately $2,823,975 and the resolution sets the following:

- Residential rate - $234.31
- Commercial rate - $.10 cents per square foot
- Industrial rate - $.16 cents per square foot
- Institutional rate - $.57 cents per square foot
- Vacant land rate - $1.04 per acre

Chair Melendy opened for a motion.

Motion by Commissioner Miller and second by Commissioner Flores to approve Resolution 2025-72, a resolution of the Board of County Commissioners of Hardee County, Florida, relating to the fire rescue services in Hardee County, Florida; describing the method of assessing final fire rescue costs against assessed property located within Hardee County; determining the final fire rescue cost for Fiscal Year 2025-2026; providing for a public hearing to receive

comments and consider the final adoption of the rate resolution; authorizing the County Manager to update the assessment roll, and providing for an effective date.

Chair Melendy called for public comments. None given.

Motion carried 4 to 1.
Ayes – Wells, Flores, Melendy, and Miller
Nay - Chancey

9. RESOLUTION FOR SOLID WASTE ASSESSMENTS

A. Resolution 2025-73 - Final Solid Waste Assessment:

Budget Manager, Diane Moore, the special assessments will be approximately $1.5 million, and the total assessment rate is $268.61 per dwelling unit.

Chair Melendy opened for a motion.

Motion by Commissioner Wells and second by Commissioner Miller to approve Resolution 2025-73, a resolution of the Board of County Commissioners of Hardee County, Florida, relating to the collection and disposal of solid waste in Hardee County, Florida; describing the method of assessing final solid waste costs against assessed property located within Hardee County; determining the final solid waste cost for Fiscal Year 2025-2026; providing for a public hearing to receive comments and consider the final adoption of the rate resolution; authorizing the County Manager to update the assessment roll, and providing for an effective date.

Chair Melendy called for public comments. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

10. REMINDERS

Chair Melendy reviewed the following reminder:

- September 23, 2025 - Final Budget Hearing at 5:05 p.m.

11. ADJOURNMENT

With no further business, the meeting adjourned at 8:32 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

Hardee County
FLORIDA

MINUTES

Hardee County Board of County Commissioners

FINAL BUDGET PUBLIC HEARING

September 23, 2025, at 5:05 PM

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

1. INVOCATION, FOLLOWED BY THE PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

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

Chair Melendy called the meeting to order at 5:06 p.m.

3. APPROVAL OF AGENDA

Chair Melendy opened for a motion to approve the agenda.

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

Chair Melendy called for public comments. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

4. NOTICE OF PUBLIC HEARING

Chair Melendy announced the notice of public hearing was advertised in *The Herald-Advocate* on September 18, 2025.

5. PURPOSE OF THE MEETING

Chair Melendy announced the purpose of the meeting was to present the final millage rate and final budget for Fiscal Year 2025-2026.

6. FINAL BUDGET PRESENTATION

Assistant County Manager Baber, Budget Manager, Diane Moore, and General Services Director, Lorie Ayers, presented the Final Budget Presentation "Our Future Looks Bright":

- BOCC Budget Process Timetable:
  - July 10 – budget distributed to the Board
  - July 15 – July 16 – BOCC Budget Workshop
  - July 17 – TRIM maximum millage rates approved
  - September 9 – tentative millage rates and tentative budget approved
  - September 23 – adopt final millage rates and budget
- Current 7.9200 Millage Rate:
  - $23,588,608 ad valorem revenue generated:
    - Constitutional Officers - $20,782,486 or 88 percent
    - CRA's (Community Redevelopment Agencies) - $1,114,080 or 5 percent
    - BOCC - $1,692,042 or 7 percent
- Constitutional Officer Requests:
  - Hardee County Sheriff - $16,853,230

  - Hardee County Clerk of Courts - $1,035,411
  - Hardee County Supervisor of Elections - $786,052
  - Hardee County Property Appraiser - $1,231,105
  - Hardee County Tax Collector - $876,688
  - Total requests - $20,782,486
- Fiscal Year 2026 Budget Overview:
  - $203,557,655
  - 225.5 FTE's
  - 7.9200 aggregate millage rate – lowest adopted millage rate since Fiscal Year 2008
- Fiscal Year 2025-2026 Final Budget:
  - The final proposed levy is 7.9200 per $1,000 of assessed property
  - This is an increase of 3.62 percent over the roll back rate of 7.6433
  - The final proposed millage rate is 7.9200 mills
  - The final proposed operating budget is $203,557,655
- Revenues:

	REVENUE BY SOURCE	% OF TOTAL BUDGET
Ad Valorem/Property Taxes	$23,588,608	12%
Federal, State and Local Grants	$121,424,081	59%
State Shared Revenues	$11,414,935	6%
Charges for Services	$7,847,514	4%
General Government Taxes	$6,060,000	3%
Special Assessments	$4,323,975	2%
Fund Balance	$24,177,850	12%
Other Various Sources	$4,720,692	2%
TOTAL	**$203,557,655**	**100%**

- Expenses by Cost Category – Total $203,557,655:
  - Personnel Services - $20,215,153
  - Constitutional Officers - $20,782,486
  - Operating - $20,759,481
  - Aid to Others - $1,637,467
  - Capital - $123,023,868
  - Fund Balance - $11,776,281
  - Miscellaneous - $5,362,919
- Changes since Tentative Hearing:

Changes	Tentative	Change	Final
Reduced Ad Valorem Taxes Collected	$ 25,003,329	($1,372,279)	$23,588,608
Reduced Contribution to Capital Replacement Fund	$400,000	($250,000)	$150,000
Grants (Received additional SCOP funding)	$116,764,496	$4,659,585	$121,424,081

Chair Melendy called for Commissioner comments or questions.

Commissioner Chancey requested the yearly payment amount for the existing $1 million equipment loan. Budget Manager Moore explained the payment was $500,000.00 per year. Commissioner Chancey noted he equated the $150,000 allocated for the Capital Replacement Fund as "fat" in the budget. Assistant County Manager Baber explained the funds were being treated as a savings account for capital replacement or improvement and the funds are earning interest in an account that can only be accessed and utilized after Board approval. County Manager Atchley noted an example for utilization of the funds would be for the future purchase of a new solid waste compactor for $1 million to replace the current worn out compactor and explained the allocated $150,000 would be placed in the capital improvement reserve account for the future purchase of equipment.

Commissioner Melendy explained he had reservations last year during the budget approval process concerning the capital improvement reserve funds, but recognized the reserve funds seemed to be "the smartest way to go."

County Attorney Johnston advised the Board bears the responsibility for saving for upcoming expenditures for future needs and has a statutory duty to be fiscally responsible to the taxpayers. Commissioner Chancey noted it was the responsibility of the County Manager "to scrimp and save" on budgetary items rather than designate funds. County Attorney Johnston advised the designated reserve amount is set aside in the budget to be utilized in the future after Board approval of an expenditure.

Commissioner Flores requested a scenario be presented to explain the use of the capital reserve funds for the public's understanding. County Manager Atchley noted the fund was deemed as an equipment replacement fund from staff's perspective. As an example, there is approximately $2 million in the landfill closure fund the Board is required by Florida Statute to maintain and add funds to every budget year, for years the funds were in a non-bearing interest account, which the citizens were funding through fees for services. With the Board's permission last fiscal year, the landfill closure funds were invested in collaboration with the Clerk of Courts' Office and is now earning interest that will eventually allow the closure fund to be self-funded and not require taxpayer dollars to fund the account. The County is facing huge future equipment replacement costs for equipment that is needed to operate and maintain the county efficiently and effectively. The intent is to slowly build the reserve funds and not have to begin with zero funds each budget year to replace equipment, a new landfill compactor will cost approximately $1.5 million, and without the equipment replacement fund the $1.5 million will be transferred from the general fund to purchase the compactor.

Commissioner Miller noted Board discussion has occurred concerning the landfill being self-sustaining, he thought the capital expenditures needed to operate the landfill should come out of the assessments, and at this point the County will have to subsidize any emergency purchase. Commissioner Miller questioned whether the future expenditures could be captured through the assessments and/or user operating fees and requested an explanation of the process. County Manager Atchley advised an all-inclusive rate study that included all landfill maintenance and operating costs to determine what the rates should be is needed and will need Board approval to be completed. Commissioner Miller noted Board discussion was needed, and a 10-year capital improvement plan could be developed, which would not be as burdensome to the taxpayers as establishing a two-or three-year assessment plan that increases the cost for taxpayers. County Manager Atchley advised the cost of the study would be in the $50,000 range and there was a procurement process for obtaining a rate study.

Commission Wells agreed with Commissioner Miller and noted the Board should move in that direction to ensure the landfill is self-sufficient.

Assistant County Manager Baber noted the landfill is self-sufficient, "runs on its own" without contribution from the general fund, and actually contributes back to the general fund for services such IT and human resources.

Chair Melendy noted the capital replacement fund would equate to debt prevention.

Commissioner Chancey proposed using the $150,000 to help pay off the current equipment loan, which would be comparable to having future low interest credit for the County.

County Manager Atchley provided closing comments for the Board:

County Manager Atchley expressed his support for the proposed 7.9200 millage rate for Fiscal Year 2025-2026. He believed the millage rate strikes a responsible balance between meeting the County's needs and easing the burden on the property owners. The compromise brings relief for the taxpayers because everyone is facing rising costs in all aspects of life, i.e., housing, energy, insurance, groceries etc. The reduced rate sends a clear message the Board has heard their constituents, values the constituents' responses, and is committed to "lightening the load" on the citizens from a financial standpoint. Lowering the millage rate demonstrates fiscal responsibility through discipline in budgeting, forcing staff to prioritize essential needs while maintaining core services like public safety and road maintenance, and a lower tax base encourages growth with a reasonable tax climate while balancing service quality. The 7.9200 millage rate does not ask for sacrifice without a plan, but requires focus, builds trust with the public, values physical health and compassion, and adopting the proposed budget based on the 7.9200 millage rate for Fiscal Year 2025-2026 offers a reasonable compromise and preserves the ability to provide essential services while recognizing the citizens' financial reality.

Chair Melendy called for Commissioner comments.

Commissioner Flores noted the previous two years have been "tough" for the everyone with the rising cost of fuel, insurance, and taxes, and the possible impact of and uncertainty of the current state legislature's proposal for ending real property taxes. He understood that citizens believe the Board has spent too much money in the last two years on equipment,

etc., but the citizens need to understand the necessity regarding the expenditures and the need for the County to continue moving forward. Commissioner Flores suggested the Board hold a workshop early in the new fiscal year with staff for the Board to convey its expectations and direction concerning the County moving forward and the areas the budget needs to be developed around.

Commissioner Wells agreed with Commissioner Flores' suggestion for strategizing with the Constitutional Officers and staff for budget direction and expectations and suggested starting in January with the budget discussions.

Commissioner Chancey questioned whether the non-profits allocations were included in the budget. Assistant County Manager Baber explained any funding disbursement to the non-profit organizations were on hold until the policy for the application process was presented for Board approval. Currently, $20,000 was allocated in the budget for disbursement to the non-profit organizations and the contingency fund balance was $400,000, any of which could be transferred by Board direction. County Manager Atchley explained how the funds would be disbursed after the policy is approved by the Board.

Commissioner Chancey thanked staff for the presentation and hard work.

Commissioner Miller thanked staff for doing what is best for taxpayers, noted the Board has produced a fiscally responsible budget with a very minimal increase of approximately three percent or $1.6 million, and thanked staff for their hard work and diligence toward developing the Board's budget.

County Manager Atchley publicly and personally thanked staff for their hard work and dedication.

7. FINAL MILLAGE RESOLUTION

A. Resolution 2025-76 - Final Millage Rate:

Chair Melendy opened for the Board's direction.

Motion by Commissioner Wells and second by Commissioner Flores to approve Resolution 2025-76, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the final millage rate of 7.92 mills for Fiscal Year 2025-2026, the calculated "rolled-back" rate is 7.6433 mills, or 3.62% higher than the "rolled-back" rate for Fiscal Year 2024-2025.

Chair Melendy called for further comments or questions from the Board. None noted.

Chair Melendy called for public comment. None given.

Motion carried unanimously.
Ayes – Wells, Flores, Chancey, Melendy, and Miller

8. FINAL OPERATING BUDGET RESOLUTION

A. Resolution 2025-77 - Final Budget Resolution:

Chair Melendy opened for the Board's direction.

Motion by Commissioner Flores and second by Commissioner Chancey to approve Resolution 2025-77, a resolution of the Board of County Commissioners of Hardee County, Florida, adopting the Final Operating and Capital Outlay Budget for the fiscal year commencing October 1, 2025, through September 30, 2026, pursuant to Section 200.065, Florida Statutes; authorizing expenditures consistent therewith and authorizing certain budget amendments within a department provided that the total of the appropriations is not changed, and providing for an effective date.

County Manager Atchley requested the final operating budget amount be included with Commissioner Flores' motion.

Commissioner Flores amended his motion to include the final operating budget amount of $203,557,655.00.

Commissioner Chancey amended his second to the motion.

Chair Melendy called for further discussion from the Board. None noted.

Chair Melendy called for public comments. None given.

Motion carried unanimously.
Ayes - Wells, Flores, Chancey, Melendy, and Miller

Chair Melendy joined with the other Commissioners to thank staff for their hard work on the Board's budget.

9. ADJOURNMENT

With no further business, the meeting was adjourned at 5:52 p.m.

X

Russell A. Melendy, Chair
Board of County Commissioners

X

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

AGENDA ITEM NO. 9.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve grant agreement FM1090 between the County and the Florida Department of Financial Services for a Fire Rescue Pumper Truck in an amount of $1 million; 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 12.04.25 Fire Rescue Pumper.pdf
FM1090 (FM834) Hardee, for signature.pdf

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Fire Rescue Pumper

Date: December 4, 2025

The Hardee County Grants Management department has received an updated grant agreement of behalf of the Hardee County BOCC from the Department of Financial Services for the purchase of a Pierce Impel Pumper Truck fiscal year 2025-2026 funding.

The total funds of $1,000,000.00 have not changed, this is a continuation of the legislative appropriation received in Fiscal Year 2024-2025. The terms of the agreement have been extended to accommodate the delivery date of the ordered truck. A cash match is not required.

These funds will be utilized to purchase a Fire Rescue Pumper Truck.

Staff requests approval of the updated contract extending the terms to June 30, 2026.

GRANT AGREEMENT FM1090
BETWEEN
THE DEPARTMENT OF FINANCIAL SERVICES
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Grant Agreement (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Hardee County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Grantee was appropriated funds in accordance with Line 2479A of the General Appropriations Act for the 2023-2024 State fiscal year for purchase of specified equipment;

WHEREAS, the funds appropriated to Grantee are carried forward through the 2025-2026 State fiscal year pursuant to Section 74 of chapter 2025-199, Laws of Florida;

WHEREAS, the Parties previously entered into a grant agreement, identified herein as Grant Agreement # FM834, related to that appropriation and the Parties intend to repeat and reiterate each Parties' rights and responsibilities outlined therein, and

WHEREAS, the Parties wish to formalize this Agreement and agree as follows.

1) All terms and conditions of Exhibit 1, Grant Agreement #FM834, are attached hereto and hereby incorporated by reference.

2) Section C, Performance Period, of Exhibit 1, Grant Agreement #FM834, is hereby deleted and replaced with the following:

   Performance Period. The Performance Period of this Agreement begins July 1, 2023, and ends on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 4., Deliverables, of Attachment 1, Statement of Work, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date. If the funds are reverted and reappropriated, or otherwise continued, by the Florida Legislature, the Performance Period will continue for an additional one-year term pursuant to the terms of the reappropriation.

3) The amount of payments under this Grant Agreement will not exceed the full amount of the appropriation minus any payments made to date.

4) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SIGNATURE BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Hardee County Board of County Commissioners		**Department of Financial Services**	
By	_____	**By**	_____
	Signature		**Siganture**
Name	_____	**Name**	_____
Title	_____	**Title**	_____
Date	_____	**Date**	_____

Exhibit 1

Grant Agreement #FM834

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Agreement # FM834

GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Hardee County BOCC (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal, has the authority, pursuant to a specific appropriation of the General Appropriations Act to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified identified herein in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:

In accordance with Line 2479A of the General Appropriations Act for the 2023-2024 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to purchase a Pierce Impel Pumper Truck, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the "SOW").

B. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

C. Performance Period:

The term of this Agreement (Agreement Period) begins on July 1, 2023, and, ends on June 30, 2024. Renewal of this Agreement is only possible if the Florida Legislature re-appropriates unexpended funds, which is not contemplated by the Parties upon entering this Agreement. Legislative funding restrictions prevent any extension of this Agreement Period.

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D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.

2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

3. The Grantee shall refund to the Department all funds received in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of this Agreement.

E. Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed $1,000,000.00, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

2. Payment Process. Subject to the terms and conditions established in this Agreement, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State's Reference Guide for State Expenditures, which can be obtained at: http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The Grantee many not spend funds received under this Agreement for purposes of lobbying the Florida legislature, the judicial branch, or a state agency.

6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in Attachment 1, Statement of Work (SOW), and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State's Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the

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Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.

8. Advance Payments. If authorized by sections 215.422(154) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section U., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
   a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

   For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

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

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

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

6. Records Retention. The Grantee shall retain all records that it made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf.

7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or

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discovery. A check for the amount due should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."

2. Notwithstanding the damages limitations of Section W, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in-writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Nondiscrimination:

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

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K. Continuing Duty of Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
   a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
   b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

   All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:
   a. The Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
   b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

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L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. If the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.)

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian

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of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see the SOW).

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

O. Insurance:

The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a

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material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement, that the Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

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3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.

5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.

6. At all times during the Agreement Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

a. Attachment 1, Statement of Work;
b. Pages 1-16 of this Agreement;
c. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
d. Attachment 3, Index of Applicable Laws and Regulations; and
e. Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement").
f. Appendix 1, Grantee's Obligation with Vendor for Equipment;
g. Attachment 4, Status Update Request Form; and
h. Attachment 5, Reimbursement Request Letter.

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T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

U. Termination:

1. Termination Due to the Lack of Funds.
   If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If any funding identified by Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.
   The Department may terminate the Agreement if the Grantee fails to:
   a. Satisfactorily complete the deliverables within the time specified in the Agreement;
   b. Maintain adequate progress, thus endangering performance of the Agreement;
   c. Honor any term of the Agreement; or
   d. Abide by any statutory, regulatory, or licensing requirement.

   The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:
   a. This Agreement; or
   b. Applicable program laws, rules, and regulations governing the use of funds under this Agreement.

3. Termination for Convenience.
   The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee will cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities upon Termination.
   If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.

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d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning the performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

W. Indemnification:

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

2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
   a. written notice of any action or threatened action,
   b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and
   c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

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NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption to the project in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

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

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2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

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AA. Severability:

If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB.Survival:

Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

DD. Contact Information for Grantee and Department Contacts:

Grantee's Payee:	**Grantee's Agreement Manager:**
Victoria Rogers, Clerk of Court	Lorie Ayers
412 W. Orange Street, Room 103	412 W. Orange Street, Room 103
Wauchula, Florida 33873	Wauchula, Florida 33873
86-773-4174	863-773-6349
vrogers@hardeeclerk.com	Lorie.ayers@hardeecounty.net

Department's Agreement Manager:

Lauren Tingle
200 E. Gaines Street
Tallahassee, Florida 32399
850-413-3641
Lauren.Tingle@MyFloridaCFO.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

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EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given:

a. when personally delivered;
b. When transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
c. The day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
d. On the date actually received or the date of the certification of receipt.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS		**DEPARTMENT OF FINANCIAL SERVICES**	
By:		**By:**	DocuSigned by: Scott Fennell F3C8FC0E6934452...
Name:	**Noey Flores**	**Name:**	Scott Fennell
Title:	**Board Chair**	**Title:**	DCFO
Date:	11/29/23	**Date:**	12/6/2023 | 1:18 PM EST

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Attachment 1

STATEMENT OF WORK

1. **Project Description:** Line 2479A of the General Appropriations Act for the 2023-2024 State fiscal year provides the appropriation of $1,000,000.00 to the Grantee. The funds will be used for the purchase of equipment, specifically to purchase a Pierce Impel Pumper Truck.

2. **Grantee's Responsibilities:** The Grantee shall:

   a. Purchase the equipment as specified in Appendix 1, Grantee's Obligation with Vendor for Equipment.

   b. Provide the Department with the required supporting documents with the invoice as specified in Section 5, Payment Amount, Invoice Submittal, and Payment Schedule.

   c. Receive the equipment as described in Appendix 1 in a timely manner not to exceed the Performance Period stated in Section C., Performance Period, of the Agreement.

   d. Provide the Department with sufficient documentation that ensures receipt of the equipment. Sufficient documentation shall include, but not be limited to, documentation evidencing transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee's name.

   e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.

3. **Department's Responsibilities:** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed $1,000,000.00.

4. **Deliverables:** The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase of Equipment		
Task	**Documentation**	**Financial Consequences**
Purchase and receipt of equipment as described in Appendix 1, Grantee's Obligation with Vendor for Equipment.	A. Grantee must provide proof of payment of the equipment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). B. Grantee must provide proof of receipt of the equipment in the form of transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee's name.	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Performance Period, or if accurate and sufficient documentation is not received from the Grantee.
		TOTAL AMOUNT NOT TO EXCEED $1,000,000.00

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5. **Invoice Submittal and Payment Schedule:** This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 4, Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed $1,000,000.00 subject to the availability of funds. To request reimbursement, the Grantee shall:
   a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
      i. Are specifically for the equipment represented to the State in the budget appropriation;
      ii. Have been paid;
      iii. Were incurred within the Performance Period as specified in Section C, Performance Period, of the Agreement; and
      iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
   b. Provide all documentation necessary to demonstrate completion of the Deliverable listed in Section 4, Deliverables.
   c. Provide the itemized invoice from the vendor listed in Appendix 1, that matches the equipment described in Appendix 1.
   d. Provide proof of payment to the specified vendor.

6. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to complete the required duties outlined in this SOW shall result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 4, Deliverables within the specified Performance Period shall result in the expenditure not being reimbursed by the Department.

   This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

7. **Disposition of Property:** Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing of the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein, and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

-End of Attachment 1 (Statement of Work)-

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ATTACHMENT 2

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The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee 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 Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

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include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee 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 Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 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 Grantee directly to each of the following:

   a. The Department at each of the following addresses:

      Electronic copies (preferred): SFMGrant@myfloridacfo.com

      or

      Paper (hard copy):
      Lauren Tingle
      Department of Financial Services
      200 East Gaines Street
      Tallahassee, Florida 32399-0340

   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.

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3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Local Government Fire Service Grants
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants, 43.009
   Amount: $1,000,000

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement #FM834 between the Grantee and the Department, entered in State Fiscal Year 2023-2024 .

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Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

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Appendix 1

Grantee's Obligation with Vendors for Equipment

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TEN-8
IN SERVICE TO SERVE YOU

Equipment Proposal

Proposal # 778

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: August 11, 2023 ("Proposal Date") **Customer:** Hardee County ("Customer")

Customer Address: 149 KD Revell Rd Wauchula, Fl 33873

Qty	Product Description & Options	Price
1	**(1) Pierce Impel Pumper Based on NPPGov LOC Contract PS20240**	**$936,461.00**
	Model ID 3.08 with customer-specified options	
	Ten-8 / Pierce Bid Number 778	
	NPPGov Member Number M-5719080	
	Equipment and mounting allowance	**$63,000.00**
	Optional Prepayment Discount * payment is due at the time of order.	**($94,850.00)**
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$999,461.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 32-36 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Order must be received by August 31st

Unless accepted within 20 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer:

By: [signature]
Title: Chairman
Print: Noley Flores
Date: 8-17-2023

Ten-8 Fire & Safety, LLC

By: [signature]
Title: **Authorized Sales Representative**
Print: **Anthony Autorino**
Date: **8-11-2023**

Attest: Victoria L Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
Board Approved: 08/17/2023
Date: 08/21/2023

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PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

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6. Cancellation/Termination.

   a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

   b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

   a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

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11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

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Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	August 17, 2023
SUBMITTED BY:	Holly Smith, Public Safety/Fire/Rescue
ITEM TYPE:	Action Item
AGENDA SECTION:	**C. Action Items:**
SUBJECT:	11. **Casey Dasher, Fire Chief/Public Safety Director** - Acquistion of a Pierce Impel Pumper frontline fire engine through State Appropriations.
SUGGESTED ACTION:	- Motion to approve the acquisition of a Pierce Impel Pumper based on NPPGov LOC Contract PS20240, utilizing State appropriations funding and authorize the Chairman to sign any necessary documents in furtherance thereof.

ATTACHMENTS:
Fire Engine Purchase.docx
Hardee 1M Equip.PDF
Equipment Appropriations - Hardee County.pdf
Hardee County Impel Pumper 778 Proposal.pdf

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Casey Dasher, Public Safety Director
James Simpson, Deputy Chief
Sendi Barajas, Office Manager

149 K.D. Revell Rd.
Wauchula, FL 33873

HARDEE
COUNTY

Hardee County Fire Rescue

PHONE: 863-773-4362
https://www.hardeecountyfl.gov/

BOARD OF COUNTY COMMISSIONERS

To: Terry Atchley, County Manager

From: Public Safety Director, Casey Dasher

CC: Sandra Braxton, Budget & Finance Director; Christopher Simpron, Public Works Director, Charlette Ganus, Parks & Recreation/Marketing Director

Date: August 11, 2023

Re: BOCC approval to

Hardee County Fire Rescue is requesting BOCC approval for the acquisition of a Pierce Impel Pumper based on NPPGov LOC Contract PS20240. This acquisition is crucial to enhancing the efficiency and effectiveness of our firefighting capabilities, ensuring the safety of our community and first responders.

Hardee County Fire Rescue was awarded $1,000,000.00 through State appropriations on July 1, 2023, for the acquisition of a frontline fire engine. The award amount completely covers the entire cost of the proposed fire engine, including customization to meet our specific needs. There will be no financial burden on the BOCC budget. This grant provides us with a unique opportunity to upgrade our equipment and improve our ability to respond swiftly and effectively to fire emergencies. As a part of this initiative, we propose the purchase of a state-of-the-art fire truck that aligns with the specific needs of our community and the objectives of the grant.

The proposed fire engine will be dedicated to the northern coverage area for Hardee County and housed at Fire Station three in Bowling Green. The current fire engine at Fire Station Three will remain in the Fire Rescue fleet and utilized as a spare fire engine when frontline engines are out of service for maintenance and repairs.

Staff recommends approval of the acquisition of a Pierce Impel Pumper through Ten-8 Fire & Safety LLC, proposal #778, based on NPPGov LOC Contract PS20240, utilizing the State awarded appropriation funds.

COMMISSIONERS:, Noey Flores II Chair, Renee Wyatt III Vice Chair, Sandra Meeks I, Judith George V, Russell Melendy IV

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DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors.**

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

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3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

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DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Attachment 4 - Status Update Request Form

Instructions: This form is to be completed by the grantee 6 months after the award date, regardless of grant agreement status. If you are also requesting reimbursement, please complete the reimbursement request form (Attachment 5) and attach the required documentation.

Grantee:	**Reporting Date:**	**Contract Number:**
Equipment Purchase Description:		

1. Phases Complete (Check)

Procurement of Vendor	☐	Equipment Order	☐	Equipment Purchased	☐
Grant Execution	☐	Reimbursement	☐	Equipment Delivery	☐

2. Has the Grant Agreement been executed? If not, why?

3. When do you expect to have all phases complete?

4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):

Grantee

Grantee Representative
I certify that the information provided above is true and correct per the terms of the Grant Agreement.

Date	**Printed Name/Title**	**Signature**

Department

Comments/Notes

Review Date	**Site Visit** ◯Yes ◯No ◯N/A	**Contract Manager Signature**

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Grant Agreement

Attachment 5 – Reimbursement Request Letter

I, _____ , on behalf of
(Print name of Grantee's Grant Manager)

_____ , do hereby certify for
(Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

1) The costs being claimed on this request are specifically for the project represented to the State in the budget appropriation

2) The costs being claimed on this request are for one or more Deliverables listed in Section 4, Deliverables, in the Scope of Work.

3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project

4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period

5) A duplicate invoice for the same services, supplies, materials, and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project

_____
Signature of Grantee's Grant Manager

_____
Print Name

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DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Chief Financial Officer Jimmy Patronis

Reimbursement Detail

Request #		**Grantee:**	
Submit Date:		**Grantee Address:**	
Contract #		**Grantee Contact:**	
Deliverable:			

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested

Request Total	$
Total Previous Payments	$
Total Grant Amount	$
Remaining Funds	*$*

Grantee Certification: Sign here and complete Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

Grantee Signature & Date:

SFM Use

Contract Manager Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled

AGENDA ITEM NO. 9.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve grant agreement FM1109 between the County and the Florida Department of Financial Services for a Fire Rescue Tanker Truck in an amount of $950,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo 12.04.25 Fire Rescue Tanker.pdf
FM1109 (FM1000) Hardee, for signature.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Fire Rescue Tanker

Date: December 4, 2025

The Hardee County Grants Management department has received an updated grant agreement of behalf of the Hardee County BOCC from the Department of Financial Services for the purchase of a Fire Truck fiscal year 2025-2026 funding.

The total funds of $950,000.00 have not changed, this is a continuation of the legislative appropriation received in Fiscal Year 2024-2025. The terms of the agreement have been extended to accommodate the delivery date of the ordered truck. A cash match is not required.

These funds will be utilized to purchase a Fire Rescue Tanker Truck.

Staff requests approval of the updated contract extending the terms to June 30, 2026.

GRANT AGREEMENT FM1109
BETWEEN
THE DEPARTMENT OF FINANCIAL SERVICES
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

This Grant Agreement (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the state of Florida (State), and Hardee County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the Grantee was appropriated funds in accordance with Line 2489A of the General Appropriations Act for the 2024-2025 State fiscal year for purchase of specified equipment;

WHEREAS, the funds appropriated to Grantee are carried forward through the 2025-2026 State fiscal year pursuant to Section 74 of chapter 2025-199, Laws of Florida;

WHEREAS, the Parties previously entered into a grant agreement, identified herein as Grant Agreement # FM1000, related to that appropriation and the Parties intend to repeat and reiterate each Parties' rights and responsibilities outlined therein, and

WHEREAS, the Parties wish to formalize this Agreement and agree as follows.

1) All terms and conditions of Exhibit 1, Grant Agreement #FM1000, are attached hereto and hereby incorporated by reference.

2) Section C, Performance Period, of Exhibit 1, Grant Agreement #FM1000, is hereby deleted and replaced with the following:

   Performance Period. The Performance Period of this Agreement begins July 1, 2024, and ends on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 4., Deliverables, of Attachment 1, Statement of Work, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date. If the funds are reverted and reappropriated, or otherwise continued, by the Florida Legislature, the Performance Period will continue for an additional one-year term pursuant to the terms of the reappropriation.

3) The amount of payments under this Grant Agreement will not exceed the full amount of the appropriation minus any payments made to date.

4) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

SIGNATURE BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and have duly authorized their respective representatives to sign it on the dates indicated below.

Hardee County Board of County Commissioners		**Department of Financial Services**	
By	_____	**By**	_____
	Signature		**Siganture**
Name	_____	**Name**	_____
Title	_____	**Title**	_____
Date	_____	**Date**	_____

Exhibit 1

Grant Agreement #FM1000

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

Agreement # FM1000

GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and the Hardee County Board of County Commissioners (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal, has the authority, pursuant to a specific appropriation of the General Appropriations Act to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

A. Tasks and Performance Requirements:
In accordance with Line 2489A of the General Appropriations Act for the 2024-2025 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to purchase a fire truck, and the performance requirements are specifically described in Attachment 1, Statement of Work (herein referred to as the "SOW").

B. Incorporation of Laws, Rules, Regulations, and Policies:
The Parties shall comply with the applicable state and federal laws, rules, regulations, and policies, including, but not limited to, those identified in this Agreement.

C. Performance Period:
The term of this Agreement (Performance Period) begins on July 1, 2024, and, ends on June 30, 2025. Renewal of this Agreement is only possible if the Florida Legislature re-appropriates unexpended funds, which is not contemplated by the Parties upon entering this Agreement. Legislative funding restrictions prevent any extension of this Performance Period.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.

2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

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3. The Grantee shall refund to the Department all funds received in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of this Agreement.

E. Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed $950,000.00, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

2. Payment Process. Subject to the terms and conditions established in this Agreement, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State's Reference Guide for State Expenditures, which can be obtained at: http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The Grantee many not spend funds received under this Agreement for purposes of lobbying the Florida legislature, the judicial branch, or a state agency.

6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in Attachment 1, SOW, and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State's Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.

8. Advance Payments. If authorized by sections 215.422(154) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

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9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section U., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
   a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
   b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

   For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

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

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

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

6. Records Retention. The Grantee shall retain all records that it made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Performance Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf**.**

7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."

2. Notwithstanding the damages limitations of Section W, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in-writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Nondiscrimination:

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

K. Continuing Duty of Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
   a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
   b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

   All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.

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3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.

4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that:
   a. The Grantee will be able to perform the Agreement in accordance with its terms and conditions; and
   b. The Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. If the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.)

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M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of $1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of $25 or more; and hardback-covered bound books, with a value or cost of $250 or more).

2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see the SOW).

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (see section 287.05805, F.S.).

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O. Insurance:
The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee.

P. Intellectual Property Rights:
Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:
It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement, that the Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

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3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.

5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.

6. At all times during the Performance Period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/.

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

1. Attachment 1, Statement of Work;
2. Pages 1–15 of this Agreement;
3. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
4. Attachment 3, Index of Applicable Laws and Regulations; and
5. Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement").
6. Appendix 1, Grantee's Obligation with Vendor for Equipment;
7. Attachment 4, Status Update Request Form; and
8. Attachment 5, Reimbursement Request Letter.

T. Time is of the Essence:

Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and comply with all other deadlines necessary to perform the Agreement, which include, but are not limited to, attendance of meetings or submittal of reports.

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U. Termination:

1. Termination Due to the Lack of Funds.
   If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If any funding identified by Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.
   The Department may terminate the Agreement if the Grantee fails to:
   a. Satisfactorily complete the deliverables within the time specified in the Agreement;
   b. Maintain adequate progress, thus endangering performance of the Agreement;
   c. Honor any term of the Agreement; or
   d. Abide by any statutory, regulatory, or licensing requirement.

   The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:
   a. This Agreement; or
   b. Applicable program laws, rules, and regulations governing the use of funds under this Agreement.

3. Termination for Convenience.
   The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee will cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee will not be entitled to recover any cancellation charges or lost profits.

4. Grantee's Responsibilities upon Termination.
   If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
   a. Stop work under this Agreement on the date and to the extent specified in the notice.
   b. Complete performance of such part of the work that has not been terminated by the Department, if any.
   c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
   d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

Unless otherwise stated in the SOW, disputes concerning the performance under the Agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Grantee.

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If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

W. Indemnification:

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

2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
   a. written notice of any action or threatened action,
   b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and
   c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

X. Limitation of Liability:

Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to

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the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption to the project in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within: ten (10) calendar days after the cause that creates or will create the delay first arose (if the Grantee could reasonably foresee that a delay could occur as a result); or five (5) calendar days after the date the Grantee first had reason to believe that a delay could result (if the delay is not reasonably foreseeable). **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this Section is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case, the Department may terminate the Agreement in whole or in part.

Z. Mandatory Disclosure Requirements:

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

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bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.
6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

AA. Severability:
If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

BB.Survival:
Any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

CC. Execution in Counterparts:
This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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DD. Contact Information for Grantee and Department Contacts:

Grantee's Payee:	**Grantee's Agreement Manager:**
Hardee County Board of County Commissioners	Lorie Ayers, General Services Director
412 W. Orange Street, RM 201	412 W. Orange Street, RM 201
Wauchula, Florida 33873	Wauchula, Florida 33873
(863) 773-3199	(863) 773-6349
Diane.moore@hardeecountyfl.gov	Lorie.ayers@hardeecountyfl.gov

Department's Agreement Manager:

Lauren Tingle
200 E. Gaines Street
Tallahassee, Florida 32399
(850) 413-3641
Lauren.Tingle@MyFloridaCFO.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will provide written notice to the other Party of such change. Such changes do not require a formal amendment to the Agreement.

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. When transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. The day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. On the date actually received or the date of the certification of receipt.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS		**DEPARTMENT OF FINANCIAL SERVICES**	
By:	Russell A. Melendy Russell A. Melendy (Mar 12, 2025 10:02 EDT)	**By:**	Signed by: Julie Jones 9CC8939F488146E...
Name:	**Russell Melendy**	**Name:**	Julie Jones
Title:	**Chairman**	**Title:**	Deputy Chief Financial Officer
Date:	**03/12/2025**	**Date:**	3/24/2025 | 9:38 AM EDT

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Attachment 1

STATEMENT OF WORK

1. **Project Description:** Line 2489A of the General Appropriations Act for the 2024-2025 State fiscal year provides the appropriation of $950,000.00 to the Grantee. The funds will be used for the purchase of equipment, specifically to purchase a fire truck.

2. **Grantee's Responsibilities:** The Grantee shall:

   a. Purchase the equipment as specified in Appendix 1, Grantee's Obligation with Vendor for Equipment.

   b. Provide the Department with the required supporting documents with the invoice as specified in Section 5, Invoice Submittal, and Payment Schedule.

   c. Receive the equipment as described in Appendix 1 in a timely manner not to exceed the Performance Period stated in Section C., Performance Period, of the Agreement.

   d. Provide the Department with sufficient documentation that ensures receipt of the equipment. Sufficient documentation shall include, but not be limited to, documentation evidencing transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee's name.

   e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.

   f. Submit monthly fire incident data to the National Fire Incident Reporting System via https://www.nfirs.fema.gov/NFIRSWeb/login for the entire duration of the Performance Period listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.

3. **Department's Responsibilities:** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed $950,000.00.

   The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

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4. **Deliverables:** The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase of Equipment		
Task	**Documentation**	**Financial Consequences**
Purchase and receipt of equipment as described in Appendix 1, Grantee's Obligation with Vendor for Equipment.	A. Grantee must provide proof of payment of the equipment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). B. Grantee must provide proof of receipt of the equipment in the form of transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee's name.	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Performance Period, or if accurate and sufficient documentation is not received from the Grantee.
TOTAL AMOUNT NOT TO EXCEED $950,000.00		

5. **Invoice Submittal and Payment Schedule:** This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 4, Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed $950,000.00 subject to the availability of funds. To request reimbursement, the Grantee shall:
   a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
      i. Are specifically for the equipment represented to the State in the budget appropriation;
      ii. Have been paid;
      iii. Were incurred within the Performance Period as specified in Section C, Performance Period, of the Agreement; and
      iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
   b. Provide all documentation necessary to demonstrate completion of the Deliverable listed in Section 4, Deliverables.
   c. Provide the itemized invoice from the vendor listed in Appendix 1, that matches the equipment described in Appendix 1.
   d. Provide proof of payment to the specified vendor.

6. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to complete the required duties outlined in this SOW shall result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 4, Deliverables within the specified Performance Period shall result in the expenditure not being reimbursed by the Department.

   This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

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7. **Disposition of Property:** Pursuant to Section M, Nonexpendable Property, of this Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing of the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein, and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

-End of Attachment 1 (Statement of Work)-

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Appendix 1

Grantee's Obligation with Vendor for Equipment

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

HARDEE COUNTY PURCHASING DEPT
WAUCHULA FL 33873-9691

MODIFIED 01/31/2025 YC

PURCHASE ORDER: 531208

*** * * * * VENDOR * * * * ***
SOUTH FLORIDA EMERGENCY VEHICLES
4655 CUMMINS CT
FORT MYERS FL 33905

*** * * * * DELIVER TO * * * * ***
Hardee County Grant Department
412 W ORANGE ST ROOM 201
WAUCHULA FL 33873-2817

Ordered	Due By	Ship Via	FOB	Terms	Customer No	By
12/26/2024	01/25/2025			NET 30		CARBAJAL

Requisition No	Vendor No	Vendor Phone	Vendor Fax	Vendor Contact
Multiple	13785-1	(239)267-5300	(239)590-9246	NATE SCHWESSINGER

No	Quantity	U/M	Description	Our Stock No	Unit Price	Extended	G/L Account
1	1.00	EA	FOUTS BROS KW 4000 GALLON TANKER TRUCK		935,324.0000	935,324.00	107-522-064-04
2	1.00	EACH	Amend PO 531208 increasing the price of the F/R Tanker by $10,000		10,000.0000	10,000.00	107-522-064-04
					** TOTAL **	945,324.00	

VENDOR INSTRUCTIONS:

* MAIL INVOICES TO: HARDEE COUNTY BOCC -ACCOUNTING DEPT, 417 W. MAIN ST., STE 214, WAUCHULA, FL. 33873
* INVOICES AND PACKAGES MUST BEAR THE P.O. NO. ABOVE.
* PURCHASES MAY NOT EXCEED THE TOTAL AMOUNT OF THIS ORDER WITHOUT PRIOR APPROVAL BY THE PURCHASING DEPT.
* ACCEPTANCE OF THIS ORDER INCLUDES ACCEPTANCE OF ALL TERMS, PRICES, DELIVERY INSTRUCTIONS, SPECIFICATIONS AND CONDITIONS.
* DELIVERIES: M-THU EXCEPTED 8AM-4PM. FRI. DELIVERIES EXCEPTED 8AM-3PM
* STATE TAX EXEMPT#: 85-8015999384C9 EIN: 59-6000632
* IF YOU HAVE QUESTIONS, PLEASE CALL 863-773-5014.
*NET 30

SPECIAL INSTRUCTIONS:

Carmen Soles, Purch. Director

VENDOR

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

SOUTH FLORIDA EMERGENCY VEHICLES

PROPOSAL

TO THE:
Hardee County Fire Rescue
Chief Casey Dasher
149 K D Revell Rd
Wauchula, FL 33873

December 3, 2024

FOR YOUR REVIEW:

We hereby propose and agree to furnish the following firefighting apparatus upon your acceptance of this proposal:

FOUTS BROS KW 4000 Gallon Tanker
PRICE ..... $ 945,324.00**
* NPPGOV COOPERATIVE CONTRACT PRICING WITH MODIFICATIONS AND ADDITIONS

A **$10,000 PER UNIT DISCOUNT** IS OFFERED IF EACH ENGINE IS PAID IN FULL AT TIME OF ITS' DELIVERY.
FINAL COST PER ENGINE WOULD BE **$ 935,324.00**

Apparatus will be manufactured completely in accordance to the included proposal documents and delivered in approximately **210 days** following arrival of chassis subject to delays from all causes beyond our control. Unless accepted within **30 days** from this date, the right is reserved to withdraw this proposal.

Respectfully submitted by:

Guy Lombardo
Sales Manager

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FOUTS BROS

QUOTATION

FOUTS BROS.
WILL PILCHER
138 ROBERSON MILL ROAD
MILLEDGEVILLE, GA 31061
1-800-948-5045
770-438-1504
wpilcher@foutsfire.com

Exp. Date:	03/01/2023	
Quote No:	11837-0001	
TANKER:	FB-ST-TA-4	SUPER TANKER, TANDEM AXLE, 3500-4000 GALLONS
ADMIN:	FB-02-0020	ADMINISTRATIVE - TANKER
DIMENSIONS:	FB-11-0028	DIMENSIONS - SUPER TANKER, TANDEM AXLE, 3500-4000 GALLON
NFPA 1901:	FB-05-0020	NFPA 1901 REQUIREMENTS - TANKER
CHASSIS:	FB-09-0028	CHASSIS, COMMERCIAL - TANDEM AXLE
CHASS MOD:	FB-12-0020	CHASSIS MODS, TANKER, TNDM AXLE
PLUMBING:	FB-20-0030	PUMP & PLUMBING - TANKER
BODY:	FB-40-0028	SUPER TANKER BODY - TANDEM AXLE, WETSIDE, 3500-4000 GAL
ELEC-12VDC:	FB-50-0020	12V ELECTRICAL SYSTEM - TANKER
PAINT:	FB-70-0028	PAINT/ PREP/ STRIPE/ WETSIDE TANKER, TANDEM AXLE
LSE-EQUIP:	FB-80-0028	LOOSE EQUIPMENT - TANKER, TANDEM AXLE
WARRANTY:	FB-10-0020	WARRANTY- TANKER, COMMERCIAL

DESCRIPTION	QTY
== ADMINISTRATIVE - TANKER - 7.000 02/14/22 ==	**1**
Manufacturing Location: Milledgeville, Georgia	1
Terms of Payment, 100% at Delivery	1
Vehicle Pickup at Factory	1
|-- Fuel/DEF Tnks, Full at Delivery	1
== DIMENSIONS - SUPER TANKER, TANDEM AXLE, 3500-4000 GALLON - 7.000 02/14/22 ==	**1**
==== NO Overall Height Restriction, PTS ====	1
==== NO Overall Length Restriction, PTS ====	1
==== NO Overall Width Restriction - PTS ====	1
==== NO Overall Wheelbase Restriction - PTS ====	1
Pump Module Width, 42.00"	1
==== NO Angle of Approach Restriction, PTS ====	1
==== NO Angle of Departure Restriction, PTS ====	1
== NFPA 1901 REQUIREMENTS - TANKER - 7.000 02/14/22 ==	**1**
NFPA 1901-2016	**1**
NFPA 1901-2016 Compliance, Mobile Water Supply	1
|-- Rollover Stability, Chassis supplied ESC	1
|-- Road Test Certification	1
|-- Vehicle Top Speed, 60 mph	1
PLACARDS and LABELING	**1**
|-- Label, FAMA #7: Seated and Belted	1
|-- Label, FAMA #10: Cab Equipment Mounting	1
|-- Label, FAMA #15: "Helmet Worn in Cab"	1

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

DESCRIPTION	QTY
|-- Label, FAMA #17: "Vehicle Backing"	1
|-- Labels, "Do Not Move Apparatus"	1
|-- Label, Chassis Data Labels, 1901	1
|-- Label, Overall Height, Length, GVWR	1
|-- Label, Warning, "No Ride Rear Step"	1
== CHASSIS, COMMERCIAL - TANDEM AXLE - 7.000 02/14/22 ==	**1**
COMMERCIAL CHASSIS	**1**
Chassis, Commercial, Supplied By Fouts Bros.	1
|-- Chassis, Kenworth, 2-Dr, T-880, Tandem Axle	1
AIR HORNS	**1**
|-- Air Horns, (2), Hadley 24.50", Hood Mounted, Kenworth	1
|-- Air Horn Controls, Lanyard	1
== CHASSIS MODS, TANKER, TNDM AXLE - 7.000 02/14/22 ==	**1**
CHASSIS MODIFICATIONS, TANKER, TANDEM AXLE	**1**
|-- ==== NO Automatic Tire Chains - PTS ====	1
TIRE PRESSURE MONITORING SYSTEMS	**1**
|-- Tire Prss Monitoring Dvce, LED AirGuard, 10 Wheel	1
WHEEL TRIM and COVERS, TANDEM AXLE	**1**
|-- Wheel Trim, Tndm Axle, Chrome, Frnt Cvrs, Rr High Hats, & Lug Nut Cvrs	1
EXHAUST SYSTEMS	**1**
|-- Chassis Exhaust - Chassis Supplied	1
|-- Label, FAMA #04: "Hot Exhaust Dangers"	1
FRONT BUMPER	**1**
|-- Front Bumper - Chassis Supplied	1
FRAME PREP and MODIFICATIONS	**1**
|-- Chassis Preparation, Commercial	1
|-- Front Tow Hooks - Chassis Supplied	1
|-- Tow Eyes, (2), Rear Frame Rail	1
MUD FLAPS	**1**
|-- Front Mud Flaps, (2) - Chassis Supplied	1
|-- Rear Mud Flaps, (2), Fouts Logo	1
VEHICLE DATA RECORDER AND SEATBELT MONITOR SYS	**1**
|-- VDR and Seat Belt Warning, IC	1
CONSOLES and EQUIPMENT	**1**
|-- Center Elec Console, Comm Tanker/ Pumper/ Rescue	1
BATTERY SYSTEMS and SHORELINE PLUG-INS	**1**

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

DESCRIPTION	QTY
|-- Battery System - Chassis Supplied	1
|-- Battery Jumper Studs - Chassis Supplied	1
|-- Battery Re-Location, Pump Module	1
|-- Ignition Swtch, Keyless - Chassis Supplied	1
|-- Master Body Disconnect Switch	1
|-- Indicator Lht, Mst Bdy Disconnect, Green	1
|-- Kussmaul, Chief 6012, 60 Amp	1
|-- Battery Charger Location, Below Officer Seat	1
|-- Shore Power Inlet, Kussmaul, Super Auto-Eject 20A	1
|-- Auto-Eject Mating Plug, NEMA 5-20P	1
|-- Chief Status Center w/ Cover, 091-55-266-YW, Yellow	1
|-- Elec Inlet Loc, LH Pump Module	1
|-- Aux Air Cmp, Kussmaul, 12V	1
|-- Aux Air Compressor Location, Pump Module	1
|-- ==== No Compressor Auto Drain P ovided - PTS ====	1
|-- ==== NO Chassis Air Brake System Options- PTS ====	1
BACK UP ALARM	**1**
|-- Back Up Alarm, 97db	1
== PUMP & PLUMBING - TANKER - 7.000 02/14/22 ==	**1**
PUMP	**1**
|-- Fire Pump, Hale, QMAX, 1 Stage, Midship	1
|-- Pump Warranty, Hale, 5 Yr (2 Yr Prts & Lbr, Prts Only Yrs 3-5)	1
|-- Gearbox, QMax, "K"	1
|-- Pump Seal, Mechanical, Hale	1
|-- Pump Flow Rating, Hale, QMAX, 1500 GPM	1
|-- Intake, 6.00", NST, Ungated, LH Side, Pump Panel	1
|-- Standard Suction Tube Length	1
|-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
|-- Intake, 6.00", NST, Ungated, RH Side, Pump Panel	1
|-- Standard Suction Tube Length	1
|-- Cap, 6.00", Chrome Long Hndl, NST, Fouts Logo	1
PUMP MODS	**1**
|-- Pmp Sys Lock-Up, Chassis Trans	1
|-- Driveline Mod, Pump Install, DSD/Qflo/Qmax	1
PUMP SHIFT, HALE, MIDSHIP	**1**
|-- Pump Shift, Hale, Air, Midship	1
PUMP EQUIPMENT, HALE	**1**
|-- Plumbing System, Hale	1
|-- Valves: Akron, Gen II	1
|-- Drains, 0.75" Mnl, Class1, Lift Handle	1
|-- Discharge Gauges, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Pump Certification	1
PRIMING SYSTEM	**1**

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

DESCRIPTION	QTY
|-- Pump Primer, Trident, Manual, AirPrime, 3 Barrel, w/ Gauge	1
PUMP OPTIONS	**1**
|-- Intake Relief Valve, Hale, 2.50" NST	1
|-- Anodes, (3), Alloy: 2 Suction, 1 Discharge, Hale	1
PRESSURE GOVERNOR	**1**
|-- Governor, FRC, PumpBoss Max	1
GATED INTAKE(S), HALE	**1**
|-- Aux Suction, 2.50", LH Side, Pump Panel, Frnt	1
|-- Vlv Mfger, Akron, Gen II, (2.50")	1
|-- Intk Vlv Cntrl, Mnl Swing Type-Adjacent	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1
|-- Plug, 2.50" Chrome, NST, w/ Chain	1
TANK TO PUMP VALVE(S), HALE	**1**
|-- Vlv, Tank to Pump, 3.00"	1
|-- Vlv Mfger, Akron, Gen II, (3.00")	1
|-- Vlv Cntrl, Air, Pump Panel	1
TANK FILL VALVE(S), HALE	**1**
|-- Vlv, Tnk Fill, 2.00"	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
DISCHARGE, LH FRONT PANEL	**1**
|-- Dschg, 2.50", LH Side, Pump Panel, Frnt	1
|-- Vlv Mfger, Akron, Gen II, (2.50")	1
|-- Vlv Cntrl, Swing Handle, LH Side, Pump Panel	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dschg, Elbw, 30d, 2.50" MNST, Integral, Class1	1
|-- Cap, 2.50" Chrome, NST, w/ Chain	1
DISCHARGE, LH REAR PANEL	**1**
|-- Dschg, 2.50", LH Side, Pump Panel, Rr	1
|-- Vlv Mfger, Akron, Gen II, (2.50")	1
|-- Vlv Cntrl, Swing Handle, LH Side, Pump Panel	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dschg, Elbw, 30d, 2.50" MNST, Integral, Class1	1
|-- Cap, 2.50" Chrome, NST, w/ Chain	1
DISCHARGE, RH FRONT PANEL	**1**
|-- Dschg, 3.00", RH Side, Pump Panel, Frnt	1
|-- Vlv Mfger, Akron, Gen II, (3.00"), Slow Close	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1

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DESCRIPTION	QTY
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dschg, Elbw, 30d, 3.00" MNST, Integral, Class1	1
|-- Adapter, TFT, 5.00" Storz x 3.00" FNST Rigid RL	1
|-- Cap, TFT, 5.00" Storz w/ Lanyard	1
DISCHARGE, RH REAR PANEL	**1**
|-- Dschg, 2.50", RH Side, Pump Panel, Rr	1
|-- Vlv Mfger, Akron, Gen II, (2.50")	1
|-- Vlv Cntrl, Pull Rod, LH Side, Locking, Class1, CP T-handle	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dschg, Elbw, 30d, 2.50" MNST, Integral, Class1	1
|-- Cap, 2.50" Chrome, NST, w/ Chain	1
DISCHARGE, LH REAR OF BODY	**1**
|-- Dschg, 2.50", LH Side, Rear	1
|-- Vlv Mfger, Akron, Gen II, (2.50")	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
|-- Drain, 0.75" Mnl, Class1, Lift Handle	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dschg, Elbw, 30d, 2.50" NST, Chrome, Rear	1
|-- Cap, 2.50" Chrome, NST, w/ Chain	1
UPPER MODULE AREA	**1**
DISCHARGE(S), CROSSLAYS	**1**
|-- Crosslay Dschg #1- One (1) 1.75", Above Mod	1
|-- Vlv Mfger, Akron, Gen II, (2.00")	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
|-- Drain, 0.75" Mnl, Class1, Lift Up	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Crosslay Dschg #2- One (1) 1.75", Above Mod	1
|-- Vlv Mfger, Akron, Gen II, (2.00")	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
|-- Drain, 0.75" Mnl, Class1, 1/4 Turn	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dunnage Area, 66.00"L x 19.5."W x 17.00"T	1
|-- Crosslay Divider, (1), 1/4" Alum	1
|-- Crosslay Cover, 3/16" ATP	1
|-- Crosslay Ends, Vinyl Flap, Shock Cord/ Hook, Red	1
MONITOR OUTLET(S)	**1**
|-- Monitor Dschg, 3.00", Over Pump Enclosure	1
|-- Vlv Mfger, Akron, Gen II, (3.00"), Slow-Close	1
|-- Vlv Cntrl, Pull Rod, LH Side, Lckng, Class1, CP T-Hndl	1
|-- Drain, 0.75", Class1, Automatic	1
|-- Gauge, Dschg, Class1, 2.50", (0-400 psi), White Face	1
|-- Gauge Bezels, Class1, Chrome	1
|-- Dck Gun Adapt, 4 Bolt (Akron/Elkhart)	1

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DESCRIPTION	QTY
|-- ==== NO Deck Gun Supplied - PTS ====	1
MASTER GAUGES	**1**
|-- Gauge, Master Press, Class1, 4.50", 0-400#, Wht, Blk Ltrs	1
|-- Gauge, Master Intake, Class1, 4.50", -30-400#, Wht, Blk Ltrs	1
TANK LEVEL INDICATOR(S)	**1**
|-- Wtr Lvl Gauge, Innovative Cntrls, Soft Glo, LH Pump Panel	1
|-- Wtr Lvl Gauge, Mini, Innovative Cntrls, Soft-Glo, Cab	1
|-- Large Water Lvl Gauges, (3), IC, Mini Monster	1
PUMP ENCLOSURE	**1**
|-- Pump House, Side Mount, Ext Alum	1
PUMP PANEL SURFACE -- MIDSHIP and PTO	**1**
|-- Pump Panels, 14 GA, Brushed Finish, 304 SS	1
PUMP PANEL/ ENCLOSURE LIGHTS	**1**
|-- Pump Panel Lt, LH Side, LED, Strip	1
|-- Pump Panel Lt, RH Side, LED, Strip	1
|-- Lt, Cntrls, Switch on pump panel	1
|-- Pump Compt. Lhts, (2), LED	1
PUMP MODULE RUNNING BOARDS	**1**
|-- Hosewell, Rning Brd, Pump Panel, LH	1
|-- Dry-Mat, Black, Running Board Hosewell	1
|-- Straps, (2), Running Board Hosewell	1
|-- Hosewell, Rning Brd, Pump Panel, RH	1
|-- Dry-Mat, Black, Running Board Hosewell	1
|-- Straps, (2), Running Board Hosewell	1
PUMP ENCLOSURE HEATERS and HEAT PANS and GASKET	**1**
|-- Alum T/P Cover, Pump Module, Front	1
|-- Alum T/P Cover, Pump Module, Rear	1
|-- ==== NO Pump House Heater - PTS ====	1
|-- ==== NO Pump House Heat Pan - PTS ====	1
PUMP PANEL LABELING	**1**
|-- Label, FAMA 22, Hose Restraint Required	1
|-- Label, FAMA 18, Intake and Discharge Cap Pressure	1
|-- Label, FAMA 25, Trained Personal Only	1
|-- Label, Pump ID Plate, IC	1
|-- Labels, Color Coded, Innovative Controls	1
== SUPER TANKER BODY - TANDEM AXLE, WETSIDE, 3500-4000 GAL - 7.000 02/14/22 ==	**1**
WATER TANK	**1**
Water Tank, UPF Poly III, 4000 Gallon	1
|-- Fill Tower, Anti-Surge, 14.00" x 16.00", <4000 Gals	1

Docusign Envelope ID: 14BC7F8C-2470-4407-977F-1592C5C32B90

DESCRIPTION	QTY
|-- Fill Tower, Lft, Frnt, Tank	1
|-- Overflow Pipe, 6.00" I.D.	1
|-- Sump, 4.00"	1
|-- Water Tank Clean-out & Plug, 4.00", w/ Flange Connection	1
|-- Tank Mntg Blcks, (2) each side	1
|-- Tank Mntg Blck, 1.00" Rear Face	1
|-- Tank Mntg Blck, LH Front	1
|-- Tank Mntg Blck, RH Front	1
|-- Notch, Rear Camera	1
|-- Wiring Conduit, Through Tank	1
|-- Wiring Raceway, Front Upper Lights	1
HOSEBED - HOSEBED COVERS - DIVIDERS - HOSE LOAD	**1**
|-- Hose Bed, Double Wall	1
|-- Hose bed floor, groved	1
|-- Hsbd Cvr, vinyl, bungee w/ alum rope hook	1
|-- Vinyl Cover Color, Red	1
DUMP VALVE(S)	**1**
|-- Tank Modification for Rear Square Dump	1
|-- Dump Valve, Rear, 10.00" SS, Manual, w/Swivel	1
DIRECT TANK FILL(S)	**1**
Tank Modification, Direct Tank Fill, Rear, LH Side, Std, 2.50" NPT	1
|-- Direct Tank Fill, 2.50", Akron, LH Side, Rear	1
|-- Plug, 2.50" Chrome, NST, w/ Chain	1
Tank Modification, Direct Tank Fill, Rear, RH Side, Firemans Friend	1
|-- Direct Tank Fill, 4.00" Firemans Friend, RH, Rear	1
|-- Drct Fill Plumbing, SS Elbow, 4.00"	1
|-- Adapter, 4.00" NPTF x 4.00" NSTM, w/ Strainer	1
|-- Adapter, TFT, 4.00" NSTF x 4.00" Storz	1
|-- Cap, TFT, 4.00"Stz, with 18.00" lanyard, no lock	1
BODY CONSTRUCTION	**1**
Body, Super Tanker, Tndm Axl, ATP, 225", (4) Lwr Cmpts	1
|-- Fender Panels, Aluminum T/P, Radius Cut	1
|-- Fenderettes, (4) 14 gauge, 304, SS	1
|-- Four (4) Lower Compartments, ATP, Roll-Up Doors, 70/70/24/24	1
|-- Door Type, Amdor, Roll-Up	1
LEFT SIDE LOWER COMPARTMENTS	**1**
|-- L1, 70.00", Ahead Rr Whls - Low Comp't, Roll Up Dr	1
|-- Amdor RU Door, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- L2, 24.00", Bhnd Rr Whls - Low Comp't, Roll Up Dr	1
|-- Amdor RU Door, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
RIGHT SIDE LOWER COMPARTMENTS	**1**
|-- R1, 70.00", Ahead Rr Whls - Low Comp't, Roll Up Dr	1

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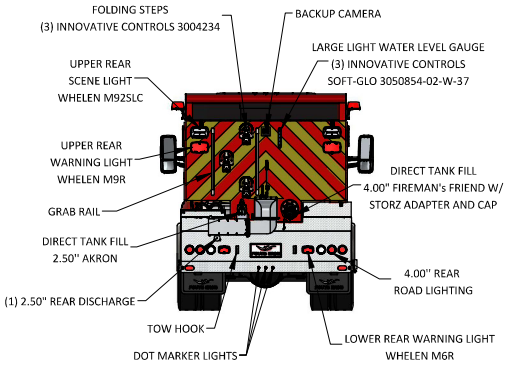
DESCRIPTION	QTY
|-- Amdor RU Door, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
|-- R2, 24.00", Bhnd Rr Whls - Low Comp't, Roll Up Dr	1
|-- Amdor RU Door, Satin Finish	1
|-- Cmpt LED Strip Lht, Luma Bar, 12.00", Clear White, (1) Ea Cmpt	1
|-- Cmpt Lt, Dr Swtch, Amdor, Magnetic, Ea	1
EQUIPMENT STORAGE - SUPER TANKER, TANDEM AXLE	**1**
|-- Portable Tank Storage, 4000 Gal, RH Side, Above Compts.	1
|-- Portable Tank Capacity, 4000 Gallon, Alum	1
|-- Suction Hose Storage, LH Side, Above Compts.	1
|-- Hose Capacity, (2) 10.00' Sections	1
REAR BODY DESIGN, SUPER TANKER, STANDARD	**1**
|-- Rear Tailboard, Super Tanker, 2-Step, 96.00" w, 9.50" Bttm Step	1
REAR ACCESS STEPS - SUPER TANKER	**1**
|-- Steps, Rear, Folding, (3), IC, 3004234	1
|-- Steps, Folding, RH Frnt, (4), IC, 3007732	1
EXTERIOR GRAB RAILS, TANKER/ PUMPER	**1**
|-- Grab Rails, (2), Rear Step, Vert	1
|-- Grab Rail, (1), Left Hand, Front	1
|-- Grab Rail, (1), Right Hand, Front	1
== 12V ELECTRICAL SYSTEM - TANKER - 7.000 02/14/22 ==	**1**
ELECTRICAL	**1**
Electrical 12V, Tanker, IC Elec System	1
|-- Switch Panel, Rocker, (8) Position	1
GROUND LIGHTING	**1**
|-- Ground Lts, (2) Chassis, 2-Dr. LED	1
|-- Ground Lhts, (2) Pump Panel, LED, Supplied w/ Pump	1
|-- Ground Lts, (2) Forward Rr Whls, LED	1
|-- Ground Lts, (2) Rr Step, LED	1
|-- Lt Swtch , Ground Lts w/ Park Brake	1
REAR DIRECTIONALS/ DOT LIGHTS	**1**
|-- Rear Brake/Tail/Turn/Backup, 4.00" Round, LED	1
|-- Super/CJ Tanker Body LED Marker Lights	1
|-- Marker Lts, 0.75" LED, DOT Required	1
|-- Reflectors, Amber, (2), Frwd Side Body	1
|-- Reflectors, Red, (4), Rear Body	1
|-- Lht , License Plate, LED	1
SCENE LIGHT(S) - UPPER BODY	**1**
|-- Scene Lts, Whelen, Side Facing Upper Frnt, (2) M9 EZ	1
|-- Scene Lt, Drvr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1

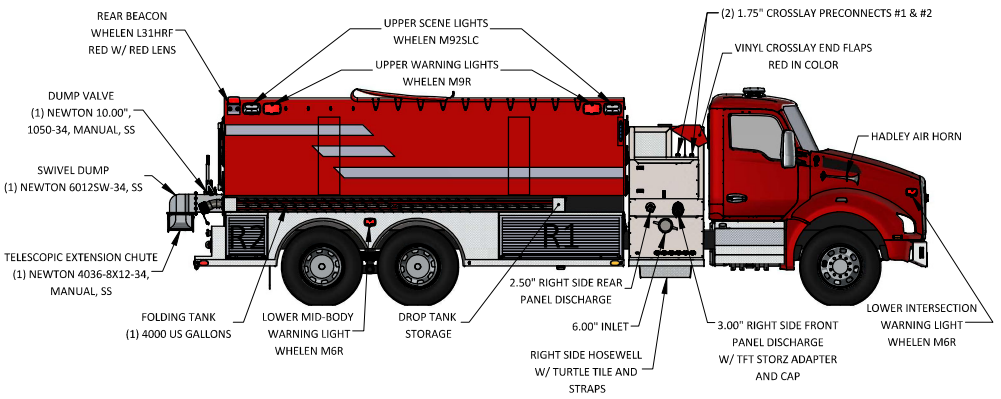
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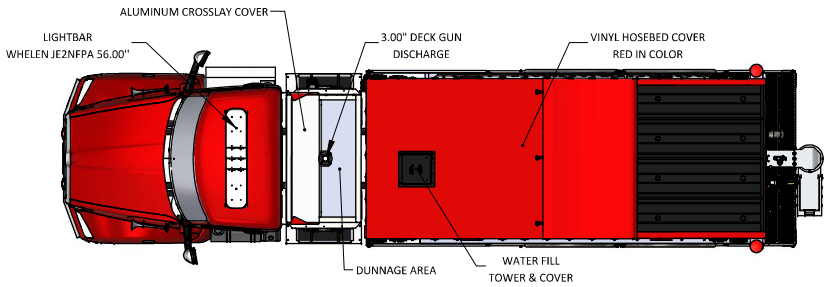
DESCRIPTION	QTY
|-- Scene Lt, Offcr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1
|-- Scene Lts, Whelen, Side Facing Upper Rear, (2) M9 EZ	1
|-- Scene Lt, Drvr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1
|-- Scene Lt, Offcr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1
|-- Scene Lts, Whelen, Upper Rear Body, (2) M9 EZ	1
|-- Scene Lt, Drvr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1
|-- Scene Lt, Offcr, Whelen, M92SLC, LED, Chrme Bzl, Ea	1
|-- Lt Cntrls, Scn Lt, Each side Separate, Rocker Switch Panel	1
|-- Scene Lt Swtch , Rr Scene Lts, Auto w/ Reverse	1
BACKUP CAMERA-TANKER	**1**
|-- Rearview Camera, 7.00" Color Monitor	1
|-- Monitor Location, Cab Dash	1
WARNING LIGHT PACKAGE, COMMERCIAL TANKER	**1**
|-- Warning light flash pattern, Default NFPA	1
LIGHTBAR	**1**
|-- Lht Bar, Whelen, Justice, JE2NFPA, 56.00", LED, 8 Red/ 2 White	1
|-- White Lhts, "Blocking Right of Way"	1
|-- Lt Bar Swtch, Rocker, Single Switch/ Master Warn, Cab	1
|-- Lightbar Mount, MKEZ7	1
UPPER LEVEL WARNING LIGHTS	**1**
|-- Warn Lts, Whelen, Side Facing Upper Frnt, (2) M9 LED	1
|-- Wrn Lt, Drvr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M9 Series, Ea	2
|-- Warn Lts, Whelen, Side Facing Upper Rr, (2) M9 LED	1
|-- Wrn Lt, Drvr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M9 Series, Ea	2
|-- Warn Lts, Whelen, Upper Rear, (2) M9 LED	1
|-- Wrn Lt, Drvr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M9R, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M9 Series, Ea	2
|-- Upper Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
LOWER LEVEL WARNING LIGHTS	**1**
|-- Wrn Lts, Whelen, Lower Warn Lt, (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Wrn Lts, Whelen, Intrsct, (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Wrn Lts, Whelen, Low Mid Bdy (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2
|-- Wrn Lts, Whelen, Low Rr (2) M6 Series LED	1
|-- Wrn Lt, Drvr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Wrn Lt, Offcr, Whelen, M6 Series, Red LED, Red Lens, Ea	1
|-- Flange, Chrome, Wrn Lt, Whln, M6 Series, Ea	2

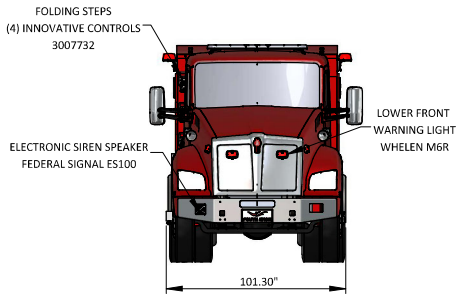
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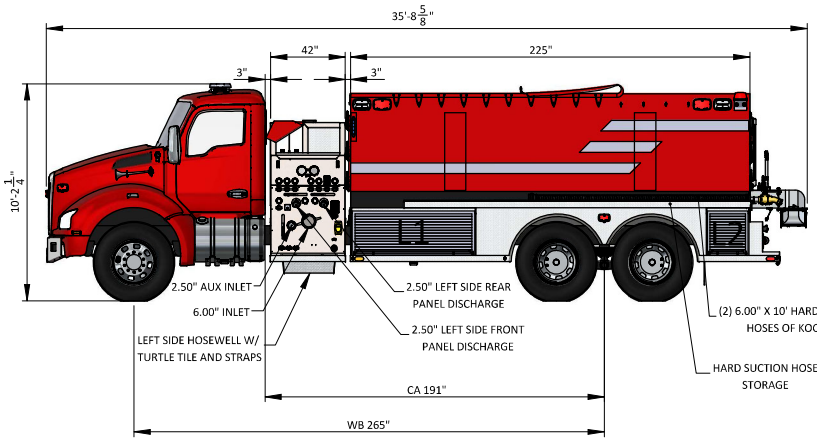
DESCRIPTION	QTY
|-- Lower Warn Lt. Swtch, Rocker, Single Switch/ Master Warn, Cab	1
UPPER BEACONS	**1**
|-- Beacons, Whelen, L31, LED	1
|-- Colors	1
|-- Driver Side, L31HRF, Red w/ Red Lens	1
|-- Officer Side, L31HRF, Red w/ Red Lens	1
|-- Beacon Lt. Swtch, w/ Upper Warning	1
|-- Stanchions, (2), SS, L31/L32	1
AUDIBLE WARNING, COMMERCIAL TANKER	**1**
|-- Siren, Whelen, 295SLSA1, 100/200 watt	1
|-- Spkr, Fed Sig, 100 Watt, Dynamax, RH Side	1
|-- Label, FAMA #42: "Siren Noise"	1
== PAINT/ PREP/ STRIPE/ WETSIDE TANKER, TANDEM AXLE - 7.000 02/14/22 ==	**1**
PAINT AND FINISH	**1**
Paint Finish, Wetside Tnkr, PPG DelfleetEvolution	1
Wetside Tank, Painted to Match Chassis, 3500-4000 Gallon	1
Compartment Interiors, Unfinished	1
Wheel Rims, As Provided with Chassis	1
LETTERING AND STRIPING	**1**
==== NO Reflective Lettering - Purchaser Supplied ====	1
Rear Chevron Striping, Red/ Fluorescent Yellow-Green	1
Fouts Logo Plate, (1)	1
== LOOSE EQUIPMENT - TANKER, TANDEM AXLE - 7.000 02/14/22 ==	**1**
FOLDING TANK	**1**
|-- Folding Tank, Husky, 4000 Gal, 22oz Red Vinyl Liner, Alum Frame	1
HARD SUCTION HOSE(S)	**1**
|-- Suction Hose, PVC, Kochek, 6.00" x 10.00', LHF X RLM	2
== WARRANTY- TANKER, COMMERCIAL - 7.000 02/14/22 ==	**1**
WARRANTY REQUIREMENTS	**1**
General Warranty, (1) Year	1
Structural Warranty, (10) Year	1
Plumbing Warranty, Stainless Steel, (10) Year	1
Paint Warranty, (5) Year, PPG	1
Tank Warranty, UPF, Lifetime	1
Electrical Warranty, (2) Year	1
Akron Brass Warranty, (10) Year Valves, (5) Year Elec	1
Whelen Warranty, (2) Year Siren, (5) Year LED	1
|-- Whelen Warranty, Limited Lifetime	1
FRC Warranty	1
Kussmaul Warranty	1











CHASSIS INFO		
CHASSIS	:	KENWORTH T-880, 2 DOOR, TANDEM AXLE
ENGINE	:	X15 500EV 512 HP
TRANSMISSION	:	ALLISON 4500 EVS 5-SPEED
FRONT AXLE	:	20,000 LBS.
REAR AXLE	:	46,000 LBS.
PAINT COLOR	:	FOUTS BROS, RED 763572EA

PUMP INFO		
PUMP	:	HALE QMAX, 1500 GPM, SIDE MOUNT
INTAKES		
DRIVER SIDE	:	ONE (1) 6.00" & ONE (1) 2.50" AUX
OFFICER SIDE	:	ONE (1) 6.00"
DISCHARGES		
DRIVER SIDE	:	TWO (2) 2.50"
OFFICER SIDE	:	ONE (1) 3.00" W/ 5.00" STORZ & ONE (1) 2.50"
LEFT SIDE REAR DISCHARGE	:	ONE (1) 2.50"
PRE-CONNECTS	:	TWO (2) 1.75"
DECK GUN DISCHARGE	:	ONE (1) 3.00"
PUMP MISC		
PUMP SHIFT SPECIFICATION	:	STATIONARY PUMPING
PRIMING SYSTEM	:	TRIDENT MODEL #31.011.2 AIR OPERATED
PRESSURE GOVERNOR	:	FRC PUMPBOSS PBA501
TANK TO PUMP	:	ONE (1) 3.00"
TANK REFILL	:	ONE (1) 2.00"
CROSSLAY COVER	:	ALUMINUM CROSSLAY COVER
CROSSLAY COMPARTMENT ENDS FLAPS	:	VINYL, RED IN COLOR
WATER LEVEL GAUGE(S)	:	ONE (1) IC SOFT-GLO #3050869-03-W-37 (PUMP PANEL) ONE (1) IC SOFT-GLO #3050853-W-37 (CABIN) THREE (3) IC SOFT-GLO #3050854-02-W-37 (TANK)
PUMP PANEL MATERIAL	:	304L STAINLESS STEEL

TANK INFO		
TANK MAKE	:	UPF
TANK WATER CAPACITY	:	4000 US GALLONS
DIRECT TANK FILLS	:	ONE (1) 2.50" AKRON ONE (1) 4.00" FIREMAN'S FRIEND W/ 4.00" STORZ
DUMP SYSTEM	:	MANUAL WITH SWIVEL & EXTENSION
HOSEBED COVER	:	RED IN COLOR

BODY INFO		
BODY TYPE	:	ATP-4-COMPARTMENTS
DOOR TYPE	:	AMDOR ROLL-UP DOOR (SATIN FINISH)
DROP TANK STORAGE	:	RH
HARD SUCTION STORAGE	:	LH
LH SIDE COMPARTMENTS		
L1	:	70.00" W X 26.00" D X 27.00" H = 28.437 CU.FT.
L2	:	24.00" W X 26.00" D X 27.00" H = 9.75 CU.FT.
RH SIDE COMPARTMENTS		
R1	:	70.00" W X 26.00" D X 27.00" H = 28.437 CU.FT.
R2	:	24.00" W X 26.00" D X 27.00" H = 9.75 CU.FT.
TOTAL VOLUME	:	76.374 CU.FT.
LOOSE EQUIPMENTS		
FOLDING TANK	:	ONE (1) 4000 US GALLONS, RED IN COLOR
HARD SUCTION HOSE(S)	:	TWO (2) 6"X10' KOCHEK

FOUTS BROS

FOUTS BROS. INC.
138 ROBERSON MILL ROAD, MILLEDGEVILLE, GA 31061

DIMENSIONS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AS MAY BE FOUND NECESSARY DURING CONSTRUCTION. MINOR DETAILS MAY NOT BE SHOWN TO RETAIN CLARITY WITHIN THE DRAWING. THE DRAWING IS FOR REFERENCE PURPOSES ONLY. SPECIFICATIONS SHALL BE THE FINAL AUTHORITY OF WHAT IS SUPPLIED ON THE APPARATUS.
OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
THE EFFECTIVE DOOR OPENINGS WILL BE APPROX. 2" LESS THAN THE NOTED COMPARTMENT OPENING FOR ROLL UP DOORS AND UP TO APPROX. 4" LESS FOR HINGED DOORS
INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT
IN THE EVENT THERE ARE DISCREPANCIES BETWEEN THE DRAWING AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL PREVAIL

DECIMAL : ± 0.062 FRACTIONAL : ±1/16	ENG SS	REV R00	SCALE 1:70	DWG SIZE D	DATE 03-APR-2023
FOR :	BULLDOG				
TITLE :	4000 GALLON SUPER TANKER				
PRODUCTION :					

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ATTACHMENT 2

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AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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 Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee 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 Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

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include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee 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 Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 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 Grantee directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): SFMGrant@myfloridacfo.com

or

Paper (hard copy):
Lauren Tingle
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

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.

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3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

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EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Local Government Fire Service Grants
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants, 43.010
   Amount: $950,000.00

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement FM1000 between the Grantee and the Department, entered in State Fiscal Year 2024-2025.

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Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

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DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Attachment 4 - Status Update Request Form

Instructions: This form is to be completed by the grantee 6 months after the award date, regardless of grant agreement status. If you are also requesting reimbursement, please complete the reimbursement request form (Attachment 5) and attach the required documentation.

Grantee:	**Reporting Date:**	**Contract Number:**
Equipment Purchase Description:		

1. Phases Complete (Check)		
Procurement of Vendor ☐	Equipment Order ☐	Equipment Purchased ☐
Grant Execution ☐	Reimbursement ☐	Equipment Delivery ☐

2. Has the Grant Agreement been executed? If not, why?

3. When do you expect to have all phases complete?

4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):

FOR REFERENCE ONLY
DO NOT USE

Grantee	**Grantee Representative** I certify that the information provided above is true and correct per the terms of the Grant Agreement.		
	Date	**Printed Name/Title**	**Signature**

Department	**Comments/Notes**		
	Review Date	**Site Visit** ◯**Yes** ◯**No** ◯**N/A**	**Contract Manager Signature**

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Grant Agreement

Attachment 5 – Reimbursement Request Letter

I, _____ , on behalf of
(Print name of Grantee's Grant Manager)

_____ , do hereby certify for
(Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

1) The costs being claimed on this request are specifically for the Project represented to the State in the budget appropriation.

2) The costs being claimed on this request are for one or more Deliverables listed in Section 4, Deliverables, in the Scope of Work.

3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the Project.

4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.

5) A duplicate invoice for the same services, supplies, materials, and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project.

FOR REFERENCE ONLY
DO NOT USE

_____
Signature of Grantee's Grant Manager

_____
Print Name

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DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Chief Financial Officer Jimmy Patronis — Florida Department of Financial Services

Reimbursement Detail

Request #	**Grantee:**	
Submit Date:	**Grantee Address:**	
Contract #	**Grantee Contact:**	
Deliverable:		

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested

Request Total	$
Total Previous Payments	$
Total Grant Amount	$
Remaining Funds	*$*

FOR REFERENCE ONLY
DO NOT USE

Grantee Certification: Sign here and complete Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

Grantee Signature & Date:

SFM Use

Contract Manager Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled

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DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

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3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

AGENDA ITEM NO. 9.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services grant agreement 33021 for the design, engineering and construction of Hardee County Fair 4H/agriculture facility in the amount of $250,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and to expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - FDACS #33021.pdf
33021 - Grant Agreement.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: FDACS #33021 - Hardee County Fair

Date: December 4, 2025

The Hardee County Grants Management department has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Agriculuture and Consumer Services for the Hardee County Fair 4H Livestock Building, for fiscal year 2025-2026 funding.

The total funds received are for an amount not to exceed $250,000.00. No cash match is required.

These funds will be utilized to conduct capital improvements at the Hardee County Fair 4H Livestock Building.

Staff requests approval of the FDACS award agreement number 33021.

Florida Department of Agriculture and Consumer Services
Division of Administration
Bureau of General Services

WILTON SIMPSON
COMMISSIONER

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This Agreement made and entered into on 11/4/2025, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Department, and HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, the Recipient.

ARTICLE 1: TERM

1.1 Contract Period: July 1, 2025, through June 30, 2028 (“Term”).

1.2 Extension and Renewal.

1.2.1 Extension of a contract shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Recipient.

1.2.2 Contracts may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal costs may not be charged by the Recipient.

ARTICLE 2: SERVICES

2.1 Scope of Work. The Recipient agrees to perform the following tasks: Conduct capital improvements at Hardee County Fair 4H Livestock Building as outlined in Exhibit A, hereby incorporated and attached hereto.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72000000.

2.3 Deliverables. The Recipient must provide the following quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Required deliverables include receipt of copies of the executed architect/engineer and construction contracts; receipt of a current Percentage of Completion Spreadsheet utilizing the form shown as Exhibit D, with each invoice requesting reimbursement accompanied by documentation substantiating the reimbursement amount and validated by current Quarterly Expenditure Projections for State Financial Assistance Contracts and Quarterly Status Reports for State Financial Assistance Contracts, utilizing the forms shown as Exhibits B and C,

respectively; and, upon project completion, receipt of certification that the portion of the project funded by this Agreement is complete and lien-free.

2.4 Reports. The Quarterly Expenditure Projections for State Financial Assistance Contracts (Exhibit B) and the Quarterly Status Report for State Financial Assistance Contracts (Exhibit C) are due on the 15th of the month following each calendar quarter throughout the life of this contract. If a due date falls on a weekend or state holiday, reports are due the following business day. Calendar quarters are as outlined below.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
July 1 – September 30	October 1 – December 31	January 1 – March 31	April 1 – June 30

2.5 Financial Consequences. Failure to meet the deliverables of this Agreement shall result in a financial consequence. The Recipient shall perform all deliverables within the time frame established in this Agreement. Invoices received for services as stipulated in the scope of work without proper supporting documentation and without the required contract deliverables will result in a payment of $0 until satisfactory documentation is accepted and approved by the Department.

2.6 Department Services. The Department agrees to provide the following services: Consultation to the Recipient as requested.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 As appropriated in Line 1421C of the General Appropriations Act for the 2025-2026 State fiscal year, the Department will pay the Recipient an amount not to exceed **$250,000.00** as follows: (1) up to three (3) months of foreseeable expenses may be paid in advance upon written request from the Recipient at time of execution of this Agreement; (2) documentation for services provided using advance payment must be received prior to submission of the next invoice; and (3) the remaining amount will be paid in arrears upon receipt of detailed invoices outlining services provided.

3.1.1 The Recipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.

3.1.2 The balance of unobligated funds which has been advanced or paid must be refunded to the Department.

3.1.3 Funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.

3.3 Invoices. Bills for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received,

inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted as complete by the Department. Invoices determined to be incomplete will be returned to the Recipient within five (5) working days of submission to the Department.

3.3.3 Invoices returned by the Department to the Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

3.4 MyFloridaMarketPlace. The Recipient shall register with MyFloridaMarketPlace and comply with any requirements thereto.

3.5 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the Department and Recipient shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), F.S., the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Recipient nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," the Recipient shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Recipient to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Recipient pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.

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ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Recipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.2 The Recipient shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.3 The Recipient shall comply with Section 20.055, F.S.

5.4 The Recipient represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Recipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that Recipient meets the definition of “Contractor” under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida’s Public Records Law. Recipient must:

6.1.1 Keep and maintain public records required by the Department to perform the service.

6.1.2 Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Recipient does not transfer the records to the Department.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion or termination of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion or termination of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department.

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6.2 The Department shall have the right of unilateral cancellation for refusal by the Recipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The Department may terminate this Agreement in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the Recipient, specifying the effective date of termination.

7.2 For Cause. The Department may terminate this Agreement for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the Recipient was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Article 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the Recipient to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Recipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the Recipient; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

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7.3.1 The Department shall pay and/or reimburse the Recipient for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the Department. Upon the effective date of termination, the Department shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The Recipient shall:

7.3.2.1 Stop all work, make no further changes to completed work, and place no further orders related to this Agreement, except that which may be needed to wind-down the contract or may be directed by the Department during the notice period.

7.3.2.2 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3 Take actions necessary, or that the Department may direct, for the protection and preservation of the work produced under this Agreement.

7.3.2.4 Return and deliver to the Department its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5 Disclose, transfer, and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.

7.3.2.6 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

7.4.1 Upon occurrence of a force majeure event, the nonperforming party shall promptly notify the other party of occurrence of that force majeure event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the above, the Recipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default, or breach of this Agreement by the Recipient.

ARTICLE 8: FINANCIAL MATTERS

8.1 The Recipient is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

8.2 The Recipient, as applicable, shall carry out the services outlined in Article 2 of this Agreement in accordance with and subject to requirements of Section 215.97, F.S.

8.3 In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 this Department resource, 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.

8.4 Audits conducted pursuant to Section 215.97, F.S., shall be performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the Recipient from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the Department, the Chief Financial Officer, or the Auditor General.

8.6 If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however the Recipient elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from Recipient's resources other than that which is obtained from the Department.

8.7 The Department shall provide to the Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.

8.8 The Department shall have access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, access to such records upon request.

8.9 Section 215.97, F.S., does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 The Recipient shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street

Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The Recipient shall maintain 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, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

8.13 The Recipient shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The Recipient agrees that this Agreement may be charged only with allowable costs resulting from obligations incurred during the term of this Agreement.

8.15 The Recipient agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

8.16 Any funds paid in excess of the amount to which the Recipient is entitled under this Agreement must be refunded to the Department.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The Recipient, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the Department.

9.1.1 The Recipient shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agent, employees, partners, or subcontractors, provided, however that the Recipient shall not

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indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

9.2.1 The Recipient's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Recipient, its agents, servants, and employees, nor shall the Recipient disclaim its own negligence to the Department or any third party.

9.3.1 The Recipient shall maintain, during the period of this Agreement, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.

9.5 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire Agreement of the parties. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

9.6 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.7 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

9.9 Compliance. The Recipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.

9.10 Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Articles 4.5, 6.1, and 9.2 and Article 8 will survive the termination of this Agreement.

9.11 This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

9.12 The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.13 Administration of Agreement.

The contract manager for the Department is Niravkumar Patel and is located at 5750 Major Blvd, Suite 100, Orlando, Florida 32819; email address: Niravkumar.patel@FDACS.gov; telephone number: (352)756-7887.

The contract manager for the Recipient is Janet Gilliard and is located at 770 Rec Complex Drive, Wauchula, Florida 33873; email address: janetgilliard2002@gmail.com; telephone number: (863)781-2254.

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.14 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Article 9.13.

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the Recipient pursuant to this Agreement and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance: Agriculture Education and Promotion Facility, CSFA 42.047**, $250,000.00.**

10.2 Inspection and Reporting Requirements. Upon request, the Recipient shall comply with Section 216.1366, F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Recipient is a non-profit organizations as defined in Section 215.97(2)(m), F.S., then the Recipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Recipient, and (2) allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Recipient. The documentation must indicate the amounts and receipts of remuneration.

10.3 The Recipient is classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore, the Recipient is required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366(3), F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in

accordance with Article 3.3. If the non-profit Recipient maintains a website, the Recipient must post the information required by Section 216.1366(3), F.S., on its website.

10.4 Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Article 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The Recipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.3 Recipient understands and agrees that it must provide Department of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 Recipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7 of this Agreement.

11.5 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

ARTICLE 12: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Department no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Department's contract manager and reference the contract number in the subject line.

Docusign Envelope ID: 27AD741D-FC66-473D-9E49-A766C0DB031D

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	Recipient
Joey B. Hicks	Terry Atchley
Signature	Signature
Director, Division of Administration	County Manager
Title	Title
10/10/2025	11/4/2025
Date	Date

Docusign Envelope ID: 27AD741D-FC66-473D-9E49-A766C0DB031D

EXHIBIT A

Florida Department of Agriculture and Consumer Services
Division of Administration

RECIPIENT INFORMATION FOR
STATE FINANCIAL ASSISTANCE CONTRACTS

WILTON SIMPSON
COMMISSIONER

Name of Organization (County, Fair Association, etc.):
Hardee County BoCC

Mailing Address: 412 West Orange Street, Room 201

City, State, Zip Code: Wauchula, Florida 33873

FEID #: 59-6000632

Name of Agent: Lorie Ayers

Agent's Address (if different from address given above):
412 W. Orange Street, Room 201

Wauchula, Florida 33873

Agent's Office Phone: 863-773-5801 Cell Phone: 863-444-6940

Agent's Email Address: lorie.ayers@hardeecountyfl.gov

Appropriation Eligible Costs: (List all major applicable appropriation project cost items in the space provided below. Use additional pages if required.)

Capital outlay- Design, Engineering and Construction of Hardee County Fair 4H/ Agriculture facility and all appurtenances required. $250,000

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EXHIBIT B

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

QUARTERLY EXPENDITURE PROJECTIONS FOR STATE FINANCIAL ASSISTANCE CONTRACTS

RECIPIENT	COUNTY	CONTRACT #

CONTACT INFORMATION	
Agent:	
Address:	
Phone:	
Email:	

AMOUNT OF STATE FINANCIAL ASSISTANCE:	

ANTICIPATED FUNDING NEEDS	
Paid to Date	
TOTAL	$ 0.00

Signature:	
Print Name:	
Title:	
Date:	

Docusign Envelope ID: 27AD741D-FC66-473D-9E49-A766C0DB031D

EXHIBIT C

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

QUARTERLY STATUS REPORT FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Status Report	
Project Name:	
Contract Manager:	
Contract Number(s):	
Reporting Period:	2nd Quarter of 2024, April 1 - June 30, 2024

Project Key Parameters		
	Status	Comments (If At-risk or Off-track are selected a comment is required.)
Schedule	-	
Quality	-	
Scope	-	
Budget	-	

Milestones			
Milestone	Baseline Date	Latest Forecast	Actual Date

Summary of Status

Recipient Contract Manager Signature _____ Date _____

FDACS Contract Manager Signature _____ Date _____

Docusign Envelope ID: 27AD741D-FC66-473D-9E49-A766C0DB031D

EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

PERCENTAGE OF COMPLETION SPREADSHEET FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: _____

Agency: _____

Contract Number: _____

Countract Amount: _____

Date Submitted: _____

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
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Total	$ -	$ -	$ -	$ -	#DIV/0!	$ -

EXHIBIT D

WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

PERCENTAGE OF COMPLETION SPREADSHEET
FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: ABC Fairground Renovation
Agency: ABC County Board of County Commissioners
Contract Number: 23456
Countract Amount: $1,980,000.00
Date Submitted: 7/15/2024

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
Fixtures	$ 500,000.00	$ 241,396.16		$ 241,396.16	48%	$ 258,603.84
Supplies	$ 68,000.00	$ 1,235.25	$ 21,043.72	$ 22,278.97	33%	$ 45,721.03
Construction	$ 1,272,000.00	$ 575,940.72	$ 161,649.13	$ 737,589.85	58%	$ 534,410.15
Design/Engineering	$ 100,000.00	$ 51,775.00	$ 5,500.00	$ 57,275.00	57%	$ 42,725.00
Equipment Rental	$ 24,000.00	$ 11,999.80	$ 6,481.00	$ 18,480.80	77%	$ 5,519.20
Landscaping/Signage	$ 16,000.00			$ -	0%	$ 16,000.00
				$ -	#DIV/0!	$ -
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Total	$ 1,980,000.00	$ 882,346.93	$ 194,673.85	$ 1,077,020.78	54%	$ 902,979.22

SAMPLE

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AGENDA ITEM NO. 9.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the Florida Department of Agriculture and Consumer Services grant 33022 for architectural and engineering design and construction of a climate-controlled facility in the amount of $6,500,000; authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof, and the expend funds as provided for in the grant application and agreement.
SUGGESTED ACTION:	

ATTACHMENTS:
Memo - FDACS #33022.pdf
33022 - Grant Agreement.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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

LORIE AYERS
GENERAL SERVICES DIRECTOR

MARTHA FELIX
GRANTS MANAGER

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

PHONE
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: FDACS #33022 - Hardee County Fair

Date: December 4, 2025

The Hardee County Grants Management department has received a grant agreement on behalf of the Hardee County BOCC from the Florida Department of Agriculture and Consumer Services for the Hardee County Fair Climate Controlled Facility, for fiscal year 2025-2026 funding.

The total funds received are for an amount not to exceed $6,500,000.00. No cash match is required.

These funds will be utilized to conduct capital improvements at the Hardee County Fair Climate Controlled Facility.

Staff requests approval of the FDACS award agreement number 33022.

Docusign Envelope ID: 3E26E6A4-735D-41CB-8B06-B1A4C41A7577

Florida Department of Agriculture and Consumer Services
Division of Administration
Bureau of General Services

WILTON SIMPSON
COMMISSIONER

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

This Agreement made and entered into on 11/4/2025, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the Department, and HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, the Recipient.

ARTICLE 1: TERM

1.1 Contract Period: July 1, 2025, through June 30, 2028 (“Term”).

1.2 Extension and Renewal.

1.2.1 Extension of a contract shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Recipient.

1.2.2 Contracts may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Renewal costs may not be charged by the Recipient.

ARTICLE 2: SERVICES

2.1 Scope of Work. The Recipient agrees to perform the following tasks: Conduct capital improvements at Hardee County Fair Climate Controlled Facility as outlined in Exhibit A, hereby incorporated, and attached hereto.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 72000000.

2.3 Deliverables. The Recipient must provide the following quantifiable, measurable, and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.

Required deliverables include receipt of copies of the executed architect/engineer and construction contracts; receipt of a current Percentage of Completion Spreadsheet utilizing the form shown as Exhibit D, with each invoice requesting reimbursement accompanied by documentation substantiating the reimbursement amount and validated by current Quarterly Expenditure Projections for State Financial Assistance Contracts and Quarterly Status Reports for State Financial Assistance Contracts, utilizing the forms shown as Exhibits B and C,

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respectively; and, upon project completion, receipt of certification that the portion of the project funded by this Agreement is complete and lien-free.

2.4 Reports. The Quarterly Expenditure Projections for State Financial Assistance Contracts (Exhibit B) and the Quarterly Status Report for State Financial Assistance Contracts (Exhibit C) are due on the 15th of the month following each calendar quarter throughout the life of this contract. If a due date falls on a weekend or state holiday, reports are due the following business day. Calendar quarters are as outlined below.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
July 1 – September 30	October 1 – December 31	January 1 – March 31	April 1 – June 30

2.5 Financial Consequences. Failure to meet the deliverables of this Agreement shall result in a financial consequence. The Recipient shall perform all deliverables within the time frame established in this Agreement. Invoices received for services as stipulated in the scope of work without proper supporting documentation and without the required contract deliverables will result in a payment of $0 until satisfactory documentation is accepted and approved by the Department.

2.6 Department Services. The Department agrees to provide the following services: Consultation to the Recipient as requested.

ARTICLE 3: COMPENSATION & EXPENSES

3.1 As appropriated in Line 1421C of the General Appropriations Act for the 2025-2026 State fiscal year, the Department will pay the Recipient an amount not to exceed **$6,500,000.00** as follows: (1) up to three (3) months of foreseeable expenses may be paid in advance upon written request from the Recipient at time of execution of this Agreement; (2) documentation for services provided using advance payment must be received prior to submission of the next invoice; and (3) the remaining amount will be paid in arrears upon receipt of detailed invoices outlining services provided.

3.1.1 The Recipient may expend funds only for allowable costs resulting from obligations incurred during the agreement period.

3.1.2 The balance of unobligated funds which has been advanced or paid must be refunded to the Department.

3.1.3 Funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this Agreement will be reimbursed in accordance with Section 112.061, F.S. Authorization for travel expenses must be specified in this Agreement.

3.3 Invoices. Bills for services shall be submitted to the Department in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received,

inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices must include all required reports, forms, and documentation as defined in this Agreement to be accepted as complete by the Department. Invoices determined to be incomplete will be returned to the Recipient within five (5) working days of submission to the Department.

3.3.3 Invoices returned by the Department to the Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.

3.4 MyFloridaMarketPlace. The Recipient shall register with MyFloridaMarketPlace and comply with any requirements thereto.

3.5 Dispute Resolution. If a dispute over fees invoiced under this Agreement arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the Department and Recipient shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), F.S., the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, F.S., the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Payments under this Agreement are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the Department and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Recipient nor any individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," the Recipient shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by the Recipient to create a deliverable, but which exists as work independent of the deliverable, unless the preexisting software or work was developed by the Recipient pursuant to a previous contract with the Department or a purchase by the Department under a State Term Contract.

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ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Recipient acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the Recipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Recipient avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095(2), F.S., during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.2 The Recipient shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.3 The Recipient shall comply with Section 20.055, F.S.

5.4 The Recipient represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment pursuant to the National Defense Authorization Act. Failure to comply or if the Recipient knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this Agreement.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that Recipient meets the definition of “Contractor” under Section 119.0701, F.S., all documents, including papers, letters, or any other record or materials prepared pursuant to this Agreement are subject to Florida’s Public Records Law. Recipient must:

6.1.1 Keep and maintain public records required by the Department to perform the service.

6.1.2 Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the Department.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the Recipient does not transfer the records to the Department.

6.1.4 Upon completion or termination of the contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion or termination of the contract, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion or termination of the contract, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible with the information technology systems of the Department.

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6.2 The Department shall have the right of unilateral cancellation for refusal by the Recipient to allow public access to all documents, papers, letters, or other material made or received by the Recipient in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

6.3 Nothing in this article shall be considered a waiver of the provisions of Section 119.0701, F.S.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The Department may terminate this Agreement in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the Recipient, specifying the effective date of termination.

7.2 For Cause. The Department may terminate this Agreement for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination. If, after termination, it is determined that the Recipient was not in default, or that the default was excusable or the termination for cause was in error, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department pursuant to Article 7.1. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Contract.

7.2.1 For cause termination shall be defined as default, breach, or failure of the Recipient to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the Department shall provide thirty (30) calendar days written notice of default and shall provide the Recipient the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the Department shall have all rights and remedies provided at law or in equity, including without limitation the following: (1) temporarily withhold cash payments pending correction of the deficiency by the Recipient; (2) disallow all or part of the cost of the services not in compliance; and/or (3) wholly or partly suspend or terminate this contract.

7.3 Obligations of parties upon termination.

7.3.1 The Department shall pay and/or reimburse the Recipient for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the Department. Upon the effective date of termination, the Department shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2 The Recipient shall:

7.3.2.1 Stop all work, make no further changes to completed work, and place no further orders related to this Agreement, except that which may be needed to wind-down the contract or may be directed by the Department during the notice period.

7.3.2.2 Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3 Take actions necessary, or that the Department may direct, for the protection and preservation of the work produced under this Agreement.

7.3.2.4 Return and deliver to the Department its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5 Disclose, transfer, and assign to the Department all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this Agreement.

7.3.2.6 Not be entitled to recover any cancellation charges or lost profits.

7.4 Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement.

7.4.1 Upon occurrence of a force majeure event, the nonperforming party shall promptly notify the other party of occurrence of that force majeure event, its effect on performance and its anticipated duration.

7.5 Notwithstanding the above, the Recipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination, default, or breach of this Agreement by the Recipient.

ARTICLE 8: FINANCIAL MATTERS

8.1 The Recipient is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

8.2 The Recipient, as applicable, shall carry out the services outlined in Article 2 of this Agreement in accordance with and subject to requirements of Section 215.97, F.S.

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8.3 In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the Recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 this Department resource, 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.

8.4 Audits conducted pursuant to Section 215.97, F.S., shall be performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, F.S., do not exempt the Recipient from compliance with provisions of law relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the Department, the Chief Financial Officer, or the Auditor General.

8.6 If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. If however the Recipient elects to have an audit conducted in accordance with the provision of Section 215.97, F.S., the cost of the audit must be paid from Recipient's resources other than that which is obtained from the Department.

8.7 The Department shall provide to the Recipient, information needed by the Recipient to comply with the requirements of Section 215.97, F.S.

8.8 The Department shall have access to the Recipient's records and the Recipient's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, F.S. The Recipient is required to maintain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, access to such records upon request.

8.9 Section 215.97, F.S., does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 The Recipient shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, F.S. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, F.S. Copies of the financial reporting package required by this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration
509 Mayo Building
407 South Calhoun Street

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Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The Recipient shall maintain 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, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

8.13 The Recipient shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The Recipient agrees that this Agreement may be charged only with allowable costs resulting from obligations incurred during the term of this Agreement.

8.15 The Recipient agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

8.16 Any funds paid in excess of the amount to which the Recipient is entitled under this Agreement must be refunded to the Department.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The Recipient, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the Department.

9.1.1 The Recipient shall not pledge the Department's credit or make the Department a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Recipient, its agent, employees, partners, or subcontractors, provided, however that the Recipient shall not

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indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department.

9.2.1 The Recipient's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The Department shall not assume any liability for the acts, omissions to act or negligence of the Recipient, its agents, servants, and employees, nor shall the Recipient disclaim its own negligence to the Department or any third party.

9.3.1 The Recipient shall maintain, during the period of this Agreement, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this Agreement.

9.5 Entire Agreement. The instrument, including any attachments or exhibits, embodies the entire Agreement of the parties. This Agreement supersedes all previous oral or written communications, representations, or Agreements on this subject.

9.6 Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Florida with venue in Leon County, Florida.

9.7 Severability. In the event that any one or more of the provisions of this Agreement shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this Agreement invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this Agreement is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this Agreement are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this Agreement.

9.9 Compliance. The Recipient shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this Agreement.

9.10 Survival. The termination of this Agreement (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Articles 4.5, 6.1, and 9.2 and Article 8 will survive the termination of this Agreement.

9.11 This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

9.12 The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

9.13 Administration of Agreement.

The contract manager for the Department is Niravkumar Patel and is located at 5750 Major Blvd., Suite 100, Orlando, Florida 32819; email address: Niravkumar.patel@FDACS.gov; telephone number: (352)756-7887.

The contract manager for the Recipient is Janet Gilliard and is located at 770 Rec Complex Drive, Wauchula, Florida 33873; email address: janetgilliard2002@gmail.com; telephone number: (863)781-2254.

Substitution of a contract manager by any party after execution of this Agreement shall not require a formal amendment of this Agreement; however, the other contract manager shall be informed in writing within seven (7) business days of the substitution.

9.14 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sent via email to the contract manager and sent by a nationally recognized courier service which provides written proof of delivery (e.g., UPS, Federal Express) or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed, in either event, to the contract manager set forth in Article 9.13.

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the Recipient pursuant to this Agreement and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance: Agriculture Education and Promotion Facility, CSFA 42.047**, $6,500,000.00.**

10.2 Inspection and Reporting Requirements. Upon request, the Recipient shall comply with Section 216.1366, F.S., inspection requirements. Any records, papers, and documents requested by the Department must be provided for inspection within ten (10) business days after the request is made. If the Recipient is a non-profit organizations as defined in Section 215.97(2)(m), F.S., then the Recipient must provide documentation that indicates the amount of state funds (1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the Recipient, and (2) allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Recipient. The documentation must indicate the amounts and receipts of remuneration.

10.3 The Recipient is classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore, the Recipient is required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) located at https://forms.fdacs.gov/01324.pdf in accordance with Section 216.1366(3), F.S., no later than ten (10) business days from execution of this Agreement and with each invoice submission in

accordance with Article 3.3. If the non-profit Recipient maintains a website, the Recipient must post the information required by Section 216.1366(3), F.S., on its website.

10.4 Failure to comply with any of the requirements of Section 216.1336, F.S., may result in termination of the Agreement as prescribed in Article 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The Recipient shall complete and return the Executive Compensation Attestation for Agreements Involving State Funds form (FDACS-01317) located at https://forms.fdacs.gov/01317.pdf no later than ten (10) business days from execution of this Agreement. Executive Compensation Attestation is required pursuant to Executive Order 20-44. Governmental entities as defined in Section 287.012(14), F.S., are excluded from the executive compensation reporting.

11.2 In the event that the Recipient receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, or this Agreement results from the Recipient being named in statute as the required Recipient of a sole-source, public-private Agreement, then the Recipient shall provide an annual report to the Department due on or before June 30th. An annual report shall be required for each year that this Agreement remains in existence. The report shall detail the total compensation of the Recipient's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts, and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the Recipient's IRS Form 990.

11.3 Recipient understands and agrees that it must provide Department of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 Recipient understands and agrees that failure to comply with any provision of this section constitutes a material breach for which Department may seek termination of this Agreement pursuant to Article 7 of this Agreement.

11.5 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

ARTICLE 12: AFFIDAVIT FOR NONGOVERNMENTAL ENTITY

Pursuant to Section 787.06(13), F.S., when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, as defined in Section 287.138(1), F.S., an officer or representative of the nongovernmental entity must attest under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06, F.S. The Non-Coercion for Labor or Services Affidavit (FDACS-01364) located at https://forms.fdacs.gov/01364.pdf or a substantially similar affidavit must be completed and returned to the Department no later than ten (10) business days from the contract being executed, renewed, or extended. Email the completed affidavit to the Department's contract manager and reference the contract number in the subject line.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the parties have caused to be executed this Agreement by the undersigned officials duly authorized:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	Recipient
Joey B. Hicks	Terry Atchley
Signature	Signature
Director, Division of Administration	County Manager
Title	Title
10/10/2025	11/4/2025
Date	Date

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EXHIBIT A

Florida Department of Agriculture and Consumer Services
Division of Administration

RECIPIENT INFORMATION FOR
STATE FINANCIAL ASSISTANCE CONTRACTS

WILTON SIMPSON
COMMISSIONER

Name of Organization (County, Fair Association, etc.):
Hardee County BoCC

Mailing Address: 412 West Orange Street, Room 103

City, State, Zip Code: Wauchula, FL 33873

FEID #: 59-6000632

Name of Agent: Lorie Ayers

Agent's Address (if different from address given above):
412 West Orange Street, Room 201

Wauchula, FL 33873

Agent's Office Phone: (863) 773-6349 Cell Phone: (863) 444-6940

Agent's Email Address: lorie.ayers@hardeecountyfl.gov

Appropriation Eligible Costs: (List all major applicable appropriation project cost items in the space provided below. Use additional pages if required.)

Acquire Architectural and Engineering design and construct new climate-controlled facility and all appurtenances required resulting in a fully completed project. $6,500,000.00

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EXHIBIT B



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Administration

QUARTERLY EXPENDITURE PROJECTIONS FOR STATE FINANCIAL ASSISTANCE CONTRACTS

RECIPIENT	COUNTY	CONTRACT #

CONTACT INFORMATION	
Agent:	
Address:	
Phone:	
Email:	

AMOUNT OF STATE FINANCIAL ASSISTANCE:	

ANTICIPATED FUNDING NEEDS	
Paid to Date	
TOTAL	$ 0.00

Signature:	
Print Name:	
Title:	
Date:	

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EXHIBIT C

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

QUARTERLY STATUS REPORT FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Status Report	
Project Name:	
Contract Manager:	
Contract Number(s):	
Reporting Period:	2nd Quarter of 2024, April 1 - June 30, 2024

Project Key Parameters		
	Status	Comments (If At-risk or Off-track are selected a comment is required.)
Schedule	-	
Quality	-	
Scope	-	
Budget	-	

Milestones			
Milestone	Baseline Date	Latest Forecast	Actual Date

Summary of Status

Recipient Contract Manager Signature _____ Date _____

FDACS Contract Manager Signature _____ Date _____

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EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

WILTON SIMPSON
COMMISSIONER

PERCENTAGE OF COMPLETION SPREADSHEET FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: _____

Agency: _____

Contract Number: _____

Countract Amount: _____

Date Submitted: _____

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -
				$ -	#DIV/0!	$ -

WILTON SIMPSON
COMMISSIONER

EXHIBIT D

Florida Department of Agriculture and Consumer Services
Division of Administration

PERCENTAGE OF COMPLETION SPREADSHEET FOR STATE FINANCIAL ASSISTANCE CONTRACTS

Project Title: ABC Fairground Renovation
Agency: ABC County Board of County Commissioners
Contract Number: 23456
Countract Amount: $1,980,000.00
Date Submitted: 7/15/2024

Description of Work	Scheduled Value	Work Completed		Total Completed & Stored to Date	% Complete	Balance to Finish
		Previous Billings	This Period			
Fixtures	$ 500,000.00	$ 241,396.16		$ 241,396.16	48%	$ 258,603.84
Supplies	$ 68,000.00	$ 1,235.25	$ 21,043.72	$ 22,278.97	33%	$ 45,721.03
Construction	$ 1,272,000.00	$ 575,940.72	$ 161,649.13	$ 737,589.85	58%	$ 534,410.15
Design/Engineering	$ 100,000.00	$ 51,775.00	$ 5,500.00	$ 57,275.00	57%	$ 42,725.00
Equipment Rental	$ 24,000.00	$ 11,999.80	$ 6,481.00	$ 18,480.80	77%	$ 5,519.20
Landscaping/Signage	$ 16,000.00			$ -	0%	$ 16,000.00
				$ -	#DIV/0!	$ -
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Total	$ 1,980,000.00	$ 882,346.93	$ 194,673.85	$ 1,077,020.78	54%	$ 902,979.22

SAMPLE

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AGENDA ITEM NO. 9.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Building Department
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the agreement between the County and C.A.P. Governmental, Inc. for building department inspection, plan review, code enforcement inspections and building official services; in substantially the attached form, subject to approval by the County Attorney, and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.
SUGGESTED ACTION:	

ATTACHMENTS:

Hardee County Contract Extension Letter - PB Lake Worth Beach 09.30.2025 - 09.29.2026.pdf

CAP Governmental Inc -_Amendment No. 1_Comm. Sustainability.pdf

September 23, 2025

Mr. Terry Atchley
County Manager
Hardee County
412 West Orange Street
Wauchula, FL 33873

Re: **Building Department Inspection, Plan Review, Code Enforcement Inspections and Building Official Services for the Hardee County Piggyback Contract Extension**

Dear Mr. Atchley:

C.A.P. Government, Inc. (CAP) is currently under contract with the Hardee County (County) to provide Building Department Inspections, Plan Review, Code Enforcement Inspections, and Building Official Services. This agreement, which expires on September 30, 2025, was established as a "piggyback" from our existing contract with the City of Lake Worth Beach. The agreement also includes two (2) additional one-year extension options. **For reference, the executed Agreement (RFP #22-204) between CAP and the City of Lake Worth Beach is attached.**

The City of Lake Worth Beach has approved and accepted a term effective as of October 1, 2025, and extended to September 31, 2026, one (1) year extension and an increase in rates. **(First Amendment renewal agreement and Exhibit "A "Consultants' Rate Schedule is attached)**

We look forward to continuing to provide services to the Hardee County with professional, customer-centered Building Department services. If you find this extension acceptable, please sign this proposal or kindly approve our extension in the form deemed necessary.

Should you wish to discuss this proposal further or need additional information, please contact Judson Dulany at (561) 261.9757 or myself at (954) 931.2601 at your convenience.

Very truly yours,
C.A.P. Government, Inc.

Carlos A. Del Pino, PE
Vice President of Operations

Accepted:
Hardee County

_____
Terry Atchley
County Manager

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Building Department Inspection, Plan Review, Code Enforcement Inspections and Building Official Services for Community Sustainability Department)

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered on _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **C.A.P. Governmental, Inc** a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHERAS, The City issued Request for Proposal #22-204 for ("RFP) for building department inspections, plan review, code enforcement inspections and building official services; and

WHEREAS, on September 15, 2022, the CITY and Consultant entered into a Professional Services Agreement for the Consultant to provide building department inspections, plan review, code enforcement inspections and building official services to commence October 1, 2022 ("Agreement"); and

WHEREAS, the term of the agreement was for three (3) years with an option to extend the term for additional two (2) one (1) year terms; and

WHEREAS, the CONSULTANT submitted a new rate schedule for the pricing to be provided under this amendment, which rates are attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the CITY has reviewed the new unit prices proposed by CONSULTANT and based on the CITY's review of similar services from other vendors and pricing in the current marketplace, the CITY finds such unit prices to be fair and reasonable and acceptable to the CITY; and,

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the Agreement for an additional one (1) year; with the same terms and conditions and new pricing; and

WHEREAS, the City finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties hereto, the City and the Consultant agree to amend the Agreement as follows:

1. **Recitals**. The above Recitals are incorporated into this Agreement as true and correct statements.

2. **Term.** The parties agree that the term of the Agreement is hereby effective as of October 1, 2025, and extended to September 31, 2026.

3. **Scrutinized Companies.** In addition to the certification provided in paragraph 36 of the Agreement, the CONSULTANT also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONSULTANT or any of its subcontractors are placed on this list during the term of the Agreement.

4. Paragraph 37 of the Agreement is hereby deleted in its entirety and replaced with the following. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
b. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
d. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;
e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,
f. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of this Agreement.

5. **Compliance with Section 787.06.** By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

6. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this First Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.

7. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this First Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment for Property Appraisal Services as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **C.A.P. Governmental, Inc**

By: _____
Authorized Representative

[Corporate Seal]

STATE OF Florida)
COUNTY OF Miami-Dade)

THE FOREGOING instrument was acknowledged before me by means of ☒ **physical presence or** □ **online notarization** on this 18th day of September 2025, by Carlos A. Penin, PE, as the President [title] of **C.A.P. Governmental, Inc**, a corporation authorized to do business in the State of Florida, **who is** ☒ **personally known to me or** □ **who has produced** _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **C.A.P. Governmental, Inc**, to the same.

_____
Notary Public Signature

Notary Seal:

MONICA DE CASTRO
Notary Public - State of Florida
Commission # HH 295746
My Comm. Expires Aug 1, 2026
Bonded through National Notary Assn.

Exhibit "A"
Consultants' Rate Schedule

RATE SCHEDULE

Item No	Type	HOURLY RATE*
1.	Building Inspections	$92.00
2.	Plan Review	$97.00
3.	Code Enforcement	$85.00
4.	Building Official	$120.00

* Hourly rate shall be inclusive of all Respondents expenses to provide required services for the time while performing inspections. The City will not be covering any reimbursable expenses outside of the hourly rates for inspections.

AGENDA ITEM NO. 9.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Lane Schneider, Emergency Management
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to ratify the submission and acceptance of the State of Florida, Division of Emergency Management grant agreement G0582 in the amount of $49,490.50; 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:
2025-12-04, Memo EMPG Agreement.pdf
FY 2025 EMPG - G0582 Hardee County.pdf

Hardee County
FLORIDA

Emergency Management

To: Terry Atchley, County Manager

From: Lane Schneider, Emergency Management Director

Subject: EMPG Agreement #G0582

Date: December 4th, 2025

Motion to ratify and acknowledge Chair signature to enter into an agreement with the Florida Division of Emergency Management Agreement # G0582 EMA-2025-EP-05019. This award is our annual allocation from the State to fund the operations of Emergency Management awarding an amount of $49,490.50

Authorizing the County Manager to sign any necessary documents in furtherance thereof and to expend funds as provided for in the agreement

BOARD OF COUNTY COMMISSIONERS

RUSSELL MELENDY
CHAIR, DISTRICT 3

NOEY FLORES
VICE CHAIR, DISTRICT 4

TIM WELLS
DISTRICT 1

DONALD CHANCEY
DISTRICT 2

KENNY MILLER
DISTRICT 5

LANE SCHNEIDER
EMERGNECY MANAGEMENT DIRECTOR

MAILING ADDRESS
4O4 West Orange Street
Wauchula, FL 33873

PHONE
863-773-6373

WEBSITE
hardeecountyfl.gov

Agreement Number: G0582

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	Hardee County
Sub-Recipient's unique entity identifier:	Q11TSMH2P7X6
Federal Award Identification Number (FAIN):	EMA-2025-EP-05019
Federal Award Date:	
Subaward Period of Performance Start and End Date:	10/01/2025 – 09/30/2026
Budget Period Start and End Date:	
Amount of Federal Funds Obligated by this Agreement:	$49,490.50
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$49,490.50
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.042-Emergency Management Performance Grant (EMPG) Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	31.90%

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

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

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

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

Ernest Zimmerman, Grant Manager
2555 Shumard Oak Boulevard Tallahassee,
Florida
Telephone: 850-815-4332
Email: Ernest.Zimmerman@em.myflorida.com

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

Lane Schneider
404 W Orange St.
Wauchula, FL 33873
Telephone: (863)773-7028
Email: lane.schneider@hardeecountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

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

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

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

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2025 and shall end September 30, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. § 200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for “allowable costs incurred during the period of performance.” In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred upon the successful completion of each deliverable and the submission of all required supporting documentation. The maximum reimbursement amount for the entirety of this Agreement is **$** 49,490.50.

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

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

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

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

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

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

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

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

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

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

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

(10)<u>RECORDS</u>

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

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

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

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

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

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

e. The Division utilizes the Digital Enterprise Management System (DEMES) as its primary platform for all Agreement information. While electronic records are the standard, the Division will, in accordance with 2 C.F.R. § 200.336, provide or accept paper versions of this information to or from the Sub-Recipient upon request. When original records are created and maintained electronically in DEMES, they serve as the official record, and paper copies are not required for retention. If a Sub-Recipient submits paper copies, these paper records will be digitized and substituted with an electronic version in DEMES, provided the process includes periodic quality control, reasonable safeguards against alteration, and ensures the record remains readable.

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

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida

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

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

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

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

(11)AUDITS

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

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

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

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

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

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

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

https://facides.census.gov

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

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by

the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

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

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

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

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

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

(13)MONITORING.

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

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

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall

hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

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

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

(15)DEFAULT

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

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

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

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

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

(16)REMEDIES

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

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

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

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

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

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

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

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient’s ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the

Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

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

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

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-

Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

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

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

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

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

and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

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

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

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;
ii. Require unnecessary experience or excessive bonding;
iii. Use non-competitive pricing practices between firms or between affiliated companies;
iv. Execute non-competitive contracts to consultants that are on retainer contracts;
v. Authorize, condone, or ignore organizational conflicts of interest;
vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

(19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions

iii. Exhibit 3 – Certification Regarding Lobbying

iv. Attachment A – Program Budget

v. Attachment B – Scope of Work

vi. Attachment C – Deliverables and Performance

vii. Attachment D – Program Statutes and Regulations

viii. Attachment E – Justification of Advance Payment
ix. Attachment F – Warranties and Representations
x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
xi. Attachment H – Statement of Assurances
xii. Attachment I – Mandatory Contract Provisions
xiii. Attachment J – Financial and Program Monitoring Guidelines
xiv. Attachment K – EHP Guidelines
xv. Attachment L– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20) PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

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

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

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

i. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

h. **In addition, the Sub-Recipient shall send to the Division (through Division of Emergency Management Enterprise Solution (DEMES) platform or by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

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

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

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

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23)LOBBYING PROHIBITION

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

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

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

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

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

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

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

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

(24)COPYRIGHT, PATENT AND TRADEMARK

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

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

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

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

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

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

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

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without

regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)<u>COPELAND ANTI-KICKBACK ACT</u>

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

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

(31)BYRD ANTI-LOBBYING AMENDMENT

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

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

(32) ASSURANCES

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

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

SUB-RECIPIENT: Hardee County

By:_____

Name and Title: Russell A. Melendy, Chair

Date:_____

FID# 59-6000632

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

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

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

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Executive Director

Date: _____

EXHIBIT – 1

Federal Programs and Resources Awarded

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

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

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

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: $ $49,490.50

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

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2025 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

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

Sub-Recipient: XXXX

By:_____ Date: _____

Russell A. Melendy, Chair

Printed Name and Title

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

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

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

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2025 or previous years to:

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

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

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

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

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Sub-Recipient: Hardee County

By:_____ Date: _____

Russell A. Melendy, Chair
_____
Printed Name and Title

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

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

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

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☒ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

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

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

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

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

_____
Date

FY 2025 EMPG
AGREEMENT
ATTACHMENT A
PROPOSED PROGRAM BUDGET
DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub- Recipient to perform eligible activities as identified in the Fiscal Year 2025 Notice of Funding Opportunity(NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and theDivision during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program BudgetDetail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "ProposedProgram Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: Hardee County

COUNTY AGREEMENT:

G0582

1. PLANNING	$
2. ORGANIZATION	$ $49,450.50
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	**$0.00** $49,450.50

FY 2025 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			

Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits	1	$49,450.50	$49,450.50
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$** $49,450.50
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			

21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$0.00** $49,450.50

REVISION DATE: _____

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FY 2025 EMPG AGREEMENT
ATTACHMENT B – SCOPE OF WORK

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address gaps across the State:

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

Grant funds under this program may be charged to one of the below listed categories:

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

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

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

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

The FY 2025 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

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

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

DELIVERABLES

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

Reporting Requirements.

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

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

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

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

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

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

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet _Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than **December 1, 2025**.

Reporting Requirements:

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

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. OPERATIONAL COORDINATION

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

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

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

DELIVERABLES

- Provide proof of participation by a representative of the Subrecipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations). EMPG funded personnel are encouraged to participate in these meetings.

Reporting Requirements

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

Supporting Documentation: Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Subrecipient).

C. PUBLIC INFORMATION AND WARNING

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

The Subrecipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA) and a copy of the signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

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

DELIVERABLES

- The Sub-recipient shall upload their updated FEMA IPAWS County executed MOA and,
- Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county into DEMES no later than **August 30, 2026**.

Reporting Requirements

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

Supporting Documentation: Submission of executed IPAWS County MOA and Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PLAN (IPP)

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

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

To demonstrate successful completion of task 3A for Quarter 2, the Sub-Recipient must submit the following items into DEMES:

DELIVERABLES

- Submit the County 2028-2029 **IPP Data Sheets** by **January 12, 2026,** in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Reporting Requirements:

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

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than January 12, 2026. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

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

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

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

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

DELIVERABLES

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

Reporting Requirements

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

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

C. VALIDATING CAPABILITIES THROUGH EXERCISE

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

To demonstrate successful completion of task 3C for Quarter 2-4. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period.
Submit the following item in DEMES:

DELIVERABLES

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

Reporting Requirements

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

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

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

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

Funding is provided to perform eligible activities as identified in the FY 2025 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

I. Categories and Eligible Activities

FY 2025 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

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

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

Planning Costs Supporting Documentation:

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

B. Allowable Organization Related Costs

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

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

- Salaries and Fringe Benefits
- Copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)

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

Additional Organizational Costs

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and

2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of timesheets and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, or credit card statements, or bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).
    - Annual inventory of clothing and uniforms, if applicable.

C. Allowable Equipment Related Costs

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

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

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

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high-cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for the Purchase of Lights for Emergency Management Vehicles
In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

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

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

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

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

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

D. Allowable Training Related Costs

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

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

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) and;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series		**Basic Academy Basic Academy Pre-requisites andCourses**
IS0120.c An Introduction to Exercises		IS0240.c Leadership and Influence
IS0230.e Fundamentals of EmergencyManagement		IS0241.c Decision Making and Problem Solving
IS0235.c Emergency Planning		IS0242.c: Effective Communication
IS0240.c Leadership and Influence	**OR**	IS0244.b: Developing and Managing Volunteers
IS0241.c Decision Making andProblem Solving		IS0100.c: An Introduction to the Incident Command System, ICS 100
IS0242.c Effective Communication		IS0120.c: An Introduction to Exercises
IS0244.b Developing and ManagingVolunteers		IS0200.c: Basic Incident Command System for Initial Response
		IS0230.e: Fundamentals of Emergency Management
		IS0700.b: An Introduction to the National Incident Management System
		IS0800.d: National Response Framework, An Introduction
		IS0235.c: Emergency Planning
		L0101 Foundations of Emergency Management
		L0102 Science for Disasters
		L0103 Planning: Emergency Operations
		L0105 Public Information Basics

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

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainercourses
- Attending other Department of Homeland Security (DHS) approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

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

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

Allowable training-related costs include the following:

- Develop, Deliver, and Evaluate Training. This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- Travel. Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

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

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

performance under the Federal award."

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

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

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

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

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

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

Provided the cost qualifies as reasonable and necessary for the successful completion of a task requiredby this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

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

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

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for anymeal or lodging included in a convention or

conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

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

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

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

Reimbursement for Meal Allowances That Exceed the State Rates

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

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight

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

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

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

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

E. Allowable Exercise Related Costs

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

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

applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period oftime (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

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

Unauthorized Exercise - Related Costs

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

Exercise Costs Supporting Documentation

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

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

F. Management and Administration

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

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

G. Maintenance and Sustainment

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

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

H. Construction and Renovation

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

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

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

J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State

Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

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

K. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

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

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

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

L. SAFECOM

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

M. Procurement

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

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

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

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

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes

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

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

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

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

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

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

Examples of when to use each method:

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

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

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

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

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

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

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

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

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

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

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

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

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;

- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

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

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

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

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

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

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

Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.
The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

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

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

N. Piggybacking

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

Section 215.971, Florida Statutes

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

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

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

O. Unallowable Procurement Practices

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

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of

genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

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

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Q. Reporting Requirements

1. Quarterly Programmatic Reporting:

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

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

Programmatic Reporting Schedule

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

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

3. **Reimbursement Requests:**
   A request for reimbursement must be uploaded in DEMES for review and approval by your grant manager at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

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

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

R. Period of Performance (POP) Extensions

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

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

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

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

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

S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Ernest Zimmerman FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4332 Ernest.Zimmerman@em.myflorida.com	Clesha Pennywell FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4310 Clesha.pennywell@em.myflorida.com

T. Contractual Responsibilities

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

U. Failure to Comply

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

ATTACHMENT D

Program Statutes and Regulations

1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) Chapter 252, Florida Statutes
6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8) Copyright notice 17 U.S.C. §§ 401 or 402
9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
10) Debarment and Suspension Executive Orders 12549 and 12689
11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17) Lobbying Prohibitions 31 U.S.C. § 1352
18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20) Terrorist Financing Executive Order 13224
21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
26) 53 Federal Register 8034
27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
28) Section 287.138, Florida Statutes
29) Information Bulletin (IB) 426

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

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

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

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

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

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

_____

_____

_____

_____

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

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

Signature of Sub-Recipient

_____ Date: _____

Name and Title of Sub-Recipient

_____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

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

Procurements

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

Business Hours

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

8am-5pm

Licensing and Permitting

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

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

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

SUB-CONTRACTOR:

_____

By: _____ _____
Signature Sub-Recipient's Name

_____ _____
Name and Title FDEM Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT H

STATEMENT OF ASSURANCES

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

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

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

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

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

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

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

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

5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

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

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act,

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

each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

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

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

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

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

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

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

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

Monitoring Selection and Scheduling:

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

Areas that shall be examined include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Post Monitoring Visit

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

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

Monitoring Responsibilities of Pass-thru Entities

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

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

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

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

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

EHP SCREENING FORM SUBMISSION

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

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

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

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

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

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

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

Sub-Recipient Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM NO. 9.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to approve the capital and operating budget amendments as presented.

SUGGESTED ACTION:

ATTACHMENTS:
aaMemo amend cap 12.04.25.pdf
Cap Amend 12.04.25.pdf
aaMemo amend oper 12.04.25.pdf
Oper amend 12.04.25.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: Capital Amendments

Date: November 24, 2025

We are working on truing up the grant balances in the Fiscal Year 26 budget. To that effort, we have several capital budget amendments before you today.

We are increasing the grant and related capital project expense line for the State Appropriation for the Communication Tower by $1,388,070.81

We are increasing the grant and related capital project expense line for the EDA Grant for Hardee Parks Infrastructure by $66,100.77.

We are decreasing the grant and related capital project expense line for the EDA Grant for Phase 5 and 6 in the amount of $91,000.36.

We are decreasing the grant forward amount for the EDA Grant Phase 7 by $4,720.00. Increasing the capital project water side of the project by $91,523.66, decreasing the wastewater side of the project by $96,243.66.

We are increasing the grant and capital project Buildings for the Emergency Operations Center by $321,340.70.

We are increasing the grant and capital project for Fire Station One by $51,796.15.

We are increasing the grant Wauchula Hills State Appropriations by $28,782.44. We are increasing the capital project for the Phase 7 water expansion by $9,992.95. We are increasing the capital project for the Phase 7 wastewater expansion by $18,789.49.

We are decreasing the grant for Wauchula Hills Master Design by $696,486.94. We are decreasing the capital project Phase 8 water side by $229,791.43. We are decreasing the capital project Phase 8 wastewater side by $466,695.51

Staff recommends approval of these amendments.

CAPITAL BUDGET AMENDMENTS
2025-2026

December 4, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-07	State App Comm Tower Grant	-	-	1,388,070.81		1,388,070.81	D1493 HC Communication Tower True Up FY2025-2026
135-521-362-01	State App CP Comm Tower	-	-	1,388,070.81		1,388,070.81	
135-337-700-02	EDA Grant Hardee Parks Infrastructure	600,000.00	600,000.00	66,100.77		666,100.77	EDA 22-20-04 Budget True up FY25-26
135-572-063-02	EDA CP Hardee Parks Infrastructure	600,000.00	600,000.00	66,100.77		666,100.77	
402-337-300-0	EDA Grant Phase 5 & 6	1,163,522.00	1,163,522.00		91,000.36	1,072,521.64	Budget True Up FY25-26
402-533-263-09	EDA CP Phase 5 & 6	172,619.00	172,619.00		91,000.36	81,618.64	
402-337-300-0	EDA Grant Phase 7	1,163,522.00	1,163,522.00		4,720.00	1,158,802.00	Budget True Up FY25-26
402-533-263-11	EDA CP Phase 7 Water	290,881.00	290,881.00	91,523.66		382,404.66	
402-535-263-11	EDA CP Phase 7 Wastewater	872,641.00	872,641.00		96,243.66	776,397.34	
135-334-200-02	EOC-State App Grant	8,527,510.00	8,527,510.00	321,340.70		8,848,850.70	Budget True Up FY25-26
135-525-062-00	EOC-CP Buildings	9,008,901.00	9,008,901.00	321,340.70		9,330,241.70	
107-334-200-06	Fire Marshall Grant Station One	7,221,068.00	7,221,068.00	51,796.15		7,272,864.15	Budget True Up FY25-26
107-522-062-06	Fire Marshall CP Station One	7,221,068.00	7,221,068.00	51,796.15		7,272,864.15	
402-334-350-0	WH State Appropriation Grant	3,007,422.00	4,537,453.00	28,782.44		4,566,235.44	Budget True Up FY25-26
402-533-263-10	St App CP Phs 7 Water	380,270.00	380,270.00	9,992.95		390,262.95	
402-535-263-10	St App CP Phs 7 Wastewater	4,157,183.00	4,157,183.00	18,789.49		4,175,972.49	
402-334-350-1	WH Reg WW Master Design Grant	4,537,453.00	3,007,422.00		696,486.94	2,310,935.06	Budget True Up FY25-26
402-533-263-15	St App CP Phs 8 Water	992,400.00	992,400.00		229,791.43	762,608.57	
402-535-263-15	St App CP Phs 8 Waste Water	2,015,022.00	2,015,022.00		466,695.51	1,548,326.49	

Hardee County FLORIDA

MANAGEMENT AND BUDGET

To: Terry Atchley, County Manager

Through: Douglas G. Baber, Assistant County Manager

From: Diane Moore, Budget Manager

Subject: Operating Amendments

Date: November 24, 2025

We are working on truing up the grant balances in the Fiscal Year 26 budget. To that effort, we have several operating budget amendments before you today.

We are increasing the DEP Resilient Fl Vulnerability Assessment grant and the related professional services line by $55,000.00

We are increasing the US 17 Corridor Study grant and the related professional services line by $22,766.00.

We are increasing the SHIP grant cash forward into the FY26 budget by $750,634.18. Increasing the following SHIP operating lines. Regular Salaries $25,572.03, FICA $975.06, Medicare $269.39, Retirement $2,268.90, Insurance $3,276.13, Travel $834.14, Communications $209.79, Repair and Maintenance $46.65, Books, Dues and Subscriptions by $70.90, Operating Supplies by $476.00, Training by $2,666.89, Rehabilitation by $713,968.30.

Staff recommends approval of these amendments.

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
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PHONE
863-773-3199

WEBSITE
hardeecountyfl.gov

OPERATING BUDGET AMENDMENTS
2025-2026

December 4, 2025

Account Number	Classification	Adopted Budget	Amended Budget	Increase	Decrease	Revised Budget	Notes
135-334-200-09	DEP Resilient FL Vulnerability Assessment Gr	$95,000.00	$95,000.00	$55,000.00		$150,000.00	23PLN113-FL Vulnerability Assessement True Up FY2025-2026
135-525-031-02	Vulnerability Assessment Professional	$95,000.00	$95,000.00	$55,000.00		$150,000.00	
135-331-500-11	US 17 Corridor Study Grant	$59,084.00	$59,084.00	$22,766.00		$81,850.00	Budget True up into FY25-26
135-552-031-01	US 17 Corridor Study Professional Svcs	$107,084.00	$107,084.00	$22,766.00		$129,850.00	
135-399-000-0	SHIP Grant -Cash Forward	$0.00	$0.00	$750,634.18		$750,634.18	Budget True up into FY25-26
135-554-012-0	SHIP-Regular Salaries	$14,258.00	$6,285.39	$25,572.03		$31,857.42	
135-554-021-0	SHIP-FICA	$885.00	$885.00	$975.06		$1,860.06	
135-554-021-1	SHIP-Medicare	$208.00	$208.00	$269.39		$477.39	
135-554-022-0	SHIP-Retirement	$2,026.00	$2,026.00	$2,268.90		$4,294.90	
135-554-023-0	SHIP-Insurance	$6,073.00	$3,073.00	$3,276.13		$6,349.13	
135-554-040-0	SHIP-Travel	$2,250.00	$2,250.00	$834.14		$3,084.14	
135-554-041-0	SHIP-Communications	$0.00	$0.00	$209.79		$209.79	
135-554-046-0	SHIP-Repair and Maint	$80.00	$80.00	$46.65		$126.65	
135-554-054-0	SHIP-Books, Dues, & Subscription	$2,000.00	$8,972.61	$70.90		$9,043.51	
135-554-052-0	SHIP-Operating	$1,118.00	$642.00	$476.00		$1,118.00	
135-554-055-0	SHIP-Training	$3,500.00	$1,500.00	$2,666.89		$4,166.89	
135-554-034-0	SHIP-Rehabilitation	$245,900.00	$265,900.00	$713,968.30		$979,868.30	

AGENDA ITEM NO. 9.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Consent Agenda
AGENDA SECTION:	**CONSENT AGENDA**
SUBJECT:	- Motion to accept the 2025 excess fees from the Hardee County Property Appraiser, Tax Collector, Supervisor of Elections and Clerk of Court as presented.
SUGGESTED ACTION:	

ATTACHMENTS:
FY25 Excess Fees - Revised.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: Fiscal Year 2025 Excess Fees

Date: November 26, 2025

Attached are the excess fee documents submitted to the County by the following Constitutional Officers for fiscal year 2025:

- Hardee County Property Appraiser - $243,791.26
- Hardee County Tax Collector - $205,203.14
- Hardee County Clerk of Court - $89,390.86
- Hardee County Supervisor of Elections - $90,052.39

These excess fees reflect unexpended budgeted funds and/or revenues collected above operational needs. As required by Florida Statutes, Constitutional Officers must notify the state of excess fees by October 31st. The documents are provided for the Board's review and for inclusion in the County's financial records.


Hardee County
FLORIDA

KATHY L. CRAWFORD
PROPERTY APPRAISER

October 17, 2025

Honorable Russell Melendy
Hardee County Board of County Commissioners
412 West Orange Street, Rm 103
Wauchula, FL 33873

Dear Commissioner Melendy:

Pursuant to FS 218.36, please find attached the Hardee County Property Appraiser's Financial Report for fiscal year 2024/2025. Following is a summary of the information contained within the report:

Revenues	
BCC	1,280,578.20
SWFWMD	17,392.80
Interest Income	678.89
Other Income	1,144.85
Total	**$ 1,299,794.74**

Expenditures	
Personal Services	$851,628.80
Operating Expenses	201,063.51
Capital Outlay	0
Total	**$ 1,052,692.31**

Total Excess Fees	
BCC	$ 243,791.26
SWFWMD	3,311.17
Total	**$ 247,102.43**

The excess fees due back to the taxing authorities have been deducted from the 1st Quarter allocation for next year's budget.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

Kathy L Crawford, CFA
Property Appraiser
Hardee County

c: Terry Atchley, County Manager
Doug Baber, Assistant County Manager
Diane Moore, Budget Manager

FINANCIAL REPORT

OF

HARDEE COUNTY PROPERTY APPRAISER

2024 – 2025

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: **HARDEE COUNTY PROPERTY APPRAISER**
ID NUMBER: 25

REPORTING FUND GROUP: _____

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

Whole Dollars Only

Account #	Description	Amount
___.___	Board of County Commissioners	$1,280,578.20
___.___	SWFWMD	17,392.80
___.___	Other Income	1,144.85
___.___	Interest Income	678.89

TOTAL REVENUES AND OTHER CREDITS **$ 1,299,794.74**

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: **HARDEE COUNTY PROPERTY APPRAISER**
ID NUMBER: 25

REPORTING FUND GROUP: _____

EXPENDITURES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only

Account #	Object	Description	Amount
___.___	___	Personal Services	$ 851,628.80
___.___	___	Operating Expenses	201,063.51
___.___	___	Capital Outlay	0

TOTAL REVENUES AND OTHER CREDITS **$ 1,052,692.31**

REPORTING ENTITY: **HARDEE COUNTY PROPERTY APPRAISER** ID NUMBER: 25

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

ASSETS AND OTHER DEBITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Cash	10X	247,102.43			XXX	XXX	
Taxes and assessments receivable (net)	11X				XXX	XXX	
Accounts receivable (net)	115				XXX	XXX	
Interfund receivables and advances	13X				XXX	XXX	
Receivables from other governments	133				XXX	XXX	
Other receivables (net)	12X				XXX	XXX	
Inventories	14X				XXX	XXX	
Investments	151				XXX	XXX	
Prepaid items	155				XXX	XXX	
Other assets	156				XXX	XXX	
Fixed assets	16X	XXX				XXX	
Amount available in debt service	180	XXX	XXX	XXX	XXX		
Amount to be provided	181	XXX	XXX	XXX	XXX		
TOTAL ASSETS AND OTHER DEBITS		247,102.43					

(Continued)

REPORTING ENTITY: **HARDEE COUNTY PROPERTY APPRAISER** ID NUMBER: 25

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts payable	2XX				XXX	XXX	
Interfund payables	20X				XXX	XXX	
Payables to other governments	208	247,102.43			XXX		
Other liabilities	23X				XXX		
Deposits	220				XXX	XXX	
Obligations under reverse repurchase agreements	222				XXX	XXX	
Deferred Revenue	223				XXX	XXX	
Bonded debt payable	25X				XXX		
Other debt payable	22X				XXX		
Compensated absences	21X				XXX		
TOTAL LIABILITIES		247,102.43					

NOTE: Bonded debt payable should reflect the amount reported on the Schedule of Bonded Indebtedness.

(Continued)

REPORTING ENTITY: **HARDEE COUNTY PROPERTY APPRAISER** ID NUMBER: 25

COMBINED STATEMENT OF POSITION
ALL FUND TYPES AND ACCOUNT GROUPS
REPORT AMOUNTS IN WHOLE DOLLARS ONLY

EQUITY AND OTHER CREDITS	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Fund balance - reserved	24X		XXX		XXX	XXX	
Fund balance – unreserved	271		XXX		XXX	XXX	
Contributed capital	250	XXX			XXX	XXX	
Retained earnings – reserved	248	XXX		XXX	XXX	XXX	
Retained earnings – unreserved	272	XXX		XXX	XXX	XXX	
Investments in general fixed assets	280	XXX	XXX	XXX		XXX	
TOTAL EQUITY						XXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS		247,102.43					


Hardee County
FLORIDA

CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2024-2025

NAME OF GOVERNMENTAL UNIT:
TAX COLLECTOR
110 W OAK ST RM 102
WAUCHULA, FL 33873

NAME OF CHIEF OF FINANCIAL OFFICER:
ALISA W LEE

TITLE OF CHIEF FINANCIAL OFFICER:
TAX COLLECTOR

TELEPHONE:
(863)773-9144

PERSON WHO MAY BE CONTACTED REGUARDING THIS REPORT:
ALISA W LEE
TELEPHONE NUMBER : (863) 773-9144
EMAIL: A.LEE@HARDEETC.COM

CERTIFICATION

I DO SOLEMNLY SWEAR THAT THE INFORMATION REPORTED HEREIN IS A TRUE, CORRECT AND COMPLETE REPORT OF ALL REVENUES AND EXPENDITURES OF MY OFFICE FOR THE YEAR ENDING SEPTEMBER 30, 2024.

Alisa Lee
SIGNATURE
OFFICE OF TAX COLLECTOR, HARDEE COUNTY

STATE OF FLORIDA
COUNTY OF HARDEE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8th DAY OF October ,2025 BY:

Alisa Lee

Rita Eileen Smith
NOTARY

PERSONALLY KNOWN OR PRODUCED IDENTIFICATION
TYPE OF IDENTIFICATION PRODUCED_____

RITA EILEEN SMITH
Notary Public-State of Florida
Commission # HH 497730
My Commission Expires
February 28, 2028

2024-2025
DISTRIBUTION OF EXCESS FEES

General Revenue	196,377.64
SWFWMD	1,968.13
Indigent Health Care	0.00
Fire	4,412.75
Waste	4,412.75
	207,171.27


H
Hardee County
FLORIDA

Revised

STATE OF FLORIDA CONSTITUTIONAL OFFICER'S FINANCIAL REPORT
FISCAL YEAR 2024-2025

CLERK OF CIRCUIT COURT
HARDEE COUNTY
417 W. MAIN STREET, SUITE 214
WAUCHULA, FL 33873

NAME OF CHIEF FINANCIAL OFFICER:	**VICTORIA L. ROGERS**
TITLE OF CHIEF FINANCIAL OFFICER:	**CLERK OF CIRCUIT COURT**
TELEPHONE NUMBER:	**(863) 773-4174**

CERTIFICATION

I do solemnly swear that the information reported herein is a true, correct and complete report of all Other Governmental general fund revenues and expenditures of my office for the year ending September 30, 2025.

Victoria L. Rogers

Victoria L. Rogers
Clerk of Circuit Court and Comptroller
Hardee County

STATE OF FLORIDA
COUNTY OF HARDEE

SWORN TO AND SUBSCRIBED before me this 26th day of November 2025, who is personally known to me.

Alicia C. Albritton

Signature of Notary Public

ALICIA C ALBRITTON
Notary Public - State of Florida
Commission # HH 635317
My Comm. Expires Feb 13, 2029
Bonded through National Notary Assn.

VICTORIA L. ROGERS

HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, SUITE 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174 FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

MEMORANDUM

TO: Ms. Diane Moore
Budget Office, Board of County Commissioners

FROM: Victoria L. Rogers, Clerk of Circuit Court and Comptroller VLR

REFERENCE: Fiscal Year 2024-2025
(ACCOUNTING, FIXED ASSETS, PAYROLL, & MINUTES FOR BCC) & (OTHER GOVERNMENTAL SERVICES)

DATE: October 31, 2025 AMENDED AS OF November 26, 2025

Following is report of revenues and expenditures as referenced for fiscal 2025:

		(A) Board Acctg./ Payroll	(B) Other Govt./ Recording	Total
	Revenues:			
	Fees Collected		$ 135,356.18	$ 135,356.18
***	**Supplement from Board of County Commissioners**	**$ 718,129.00**	**$ 141,246.00**	**$ 859,375.00**
	Total Revenues	$ 718,129.00	$ 276,602.18	$ 994,731.18
	Expenditures:			
	Personal services	$ (502,659.56)	$ (202,866.90)	$ (705,526.46)
	Operating	$ (99,700.51)	$ (81,103.26)	$ (180,803.77)
	Capital outlay	$ (12,463.74)	$ (6,546.35)	$ (19,010.09)
	Total expenditures	$ (614,823.81)	$ (290,516.51)	$ (905,340.32)
	Excess / (Deficit) of Revenues to Expenditures	$ 103,305.19	$ (13,914.33)	$ 89,390.86

VICTORIA L. ROGERS

HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, SUITE 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174 FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

MEMORANDUM

TO: Ms. Diane Moore
Budget Office, Board of County Commissioners

FROM: Victoria L. Rogers, Clerk of Circuit Court and Comptroller

REFERENCE: Fiscal Year 2024-2025
(ACCOUNTING, FIXED ASSETS, PAYROLL, & MINUTES FOR BCC)

DATE: October 31, 2025 AMENDED AS OF November 26, 2025

Following is report of revenues and expenditures for the function of **Ex-officio Clerk to the Board of County Commission and County Comptroller** for fiscal year 2025:

Revenues:		
Supplement from Board of County Commissioners	**$ 718,129.00**	
Total Revenues		$ 718,129.00
Expenditures:		
Personal services	$ (502,659.56)	**Amended
Operating	$ (99,700.51)	
Capital outlay	$ (12,463.74)	
Total expenditures		$ (614,823.81)
Excess / (Deficit) of Revenues to Expenditures		$ 103,305.19

VICTORIA L. ROGERS
HARDEE COUNTY, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

417 WEST MAIN STREET, SUITE 214
WAUCHULA, FL 33873
PHONE : (863) 773-4174 FAX : (863) 773-4422
WEBSITE : WWW.HARDEECLERK.COM

MEMORANDUM

TO: Ms. Diane Moore
Budget Office, Board of County Commissioners

FROM: Victoria L. Rogers, Clerk of Circuit Court and Comptroller

REFERENCE: Fiscal Year 2024-2025
(OTHER GOVERNMENTAL SERVICES)

DATE: October 31, 2025 AMENDED AS OF November 26, 2025

Following is report of revenues and expenditures for the function of **Other Governmental Services--Official Records** for fiscal year 2025:

Revenues:		
Fees Collected	$ 135,356.18	**Amended
Supplement from Board of County Commissioners	**$ 141,246.00**	
Total Revenues		$ 276,602.18
Expenditures:		
Personal services	$ (202,866.90)	
Operating	$ (81,103.26)	
Capital outlay	$ (6,546.35)	
Total expenditures		$ (290,516.51)
Excess / (Deficit) of Revenues to Expenditures		$ (13,914.33)


Hardee County
FLORIDA

Honorable Diane Smith
Hardee County Supervisor of Elections
131 K. D. Revell Rd.
Wauchula, FL 33873-2051

EVERY VOTE COUNTS!

October 31, 2025

Honorable Victoria L. Rogers,
Clerk of Courts and Comptroller

Reference 2024-2025 Fiscal Year Excess Funds

The Supervisor of Elections Office is proud, that through a Major Elections in 2024 (the 2024 Presidential Election), we are returning the amount $90,052.39 excess funds from the 2024-2025 Fiscal Year. Check #20938 is attached.

If you have any questions, please feel free to contact me.

Respectfully,

Diane Smith

Honorable Diane Smith
Hardee County Supervisor of Elections

Attachment

Telephone #: (863) 773-6061
Fax #: (863) 773-6813
E-mail address: Info@HardeeCountyElections.com
Website address: www.HardeeCountyElections.com

AGENDA ITEM NO. 10.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Barbara St Clair, Florida Cultural Alliance** - Arts & Agriculture Pilot Program
SUGGESTED ACTION:	

ATTACHMENTS:
Arts and Agriculture Overview.pdf



Florida ARTS & CULTURE

Introducing the Arts and Agriculture Program

Bringing High Quality Arts Experiences to Florida's Rural Communities

The Power of Partnership

The Arts and Agriculture program creates a partnership between Agriculture Extension Offices and Local Arts Agencies.

- The Ag Extension offices are deeply connected with the people who live and work in the communities they serve.
- Local Arts Agencies have proven success delivering impactful arts programming statewide.
- Not all counties have Local Arts Agencies. This program fills that gap.



How the Program Works

The Local Art Agency will work closely with our Ag Extension partners and area artists to deliver a comprehensive program that:

- Reflects Florida's rural communities unique experience and character.
- Provides all the benefits the arts have to offer, for example:
  - Mental and physical health benefits
  - Educational benefits
  - Quality of life and community vitality
- Can be easily and effectively deployed to bring high quality-arts experiences to participating communities.



The Program Provides

Self-Contained Art Kits that:

- Deliver engaging arts experiences that speak to the interests and experiences of the community.
- Kits include:
  - All materials to create an arts project.
  - Easy to follow instructions in English and Spanish.
- Kits can be distributed for take-home use or as part of a community activity.
- They do not require prior arts training.





The Program Also Offers:

Live arts experiences including:

- Exhibits such as the Florida Cowboys Exhibit by Florida artist Michelle Tricca.
- Artist led workshops.
- Interactive community projects.
- The opportunity for:
  - Music
  - Dance
  - Theatre
  - Story-telling
  - More



Some Details

The program is a pilot for the counties of:

- Hardee
- DeSoto
- Glades
- Hendry

- It is funded through the current fiscal year.
- The program has launched and the first kits have been delivered.
- Response has been already been great, and we are very excited and optimistic.
- We hope to continue the program for F/Y 2026 – 2027 and ultimately to expand to all Florida counties that do not have Local Arts Agencies.



Katelyn Mulinix Desoto Ag Extension



For More Information Please Contact:

Barbara St. Clair *Barbara@barbarastclair.com* *727-460-5477*

Sponsored by the Division of Arts and Culture, Florida Department of State, the Florida Cultural Alliance and the DeSoto, Glades, Hardee, and Hendry Agricultural Extension Offices.

AGENDA ITEM NO. 10.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Jennifer Gough, Soil & Water Conservation -** Program Update
SUGGESTED ACTION:	

AGENDA ITEM NO. 10.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Parks, Recreation, & Marketing
ITEM TYPE:	Presentation
AGENDA SECTION:	**PRESENTATIONS**
SUBJECT:	**Lacey Webb, Parks, Recreation & Marketing Manager -** FCCMA Hidden Gems Marketing Video
SUGGESTED ACTION:	

AGENDA ITEM NO. 11.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Todd Miller, Community Development Director & Jorden Eisenstein, Planner I -** Ordinance 2025-07, Rezoning of 6 +/- Acres

SUGGESTED ACTION:

- Motion to approve the final reading of Ordinance 2025-07, an Ordinance of the Board of County Commissioners of Hardee County, Florida, regarding land development, amending the Hardee County Zoning Map within the unincorporated area; providing for a rezoning of approximately 6 +/- acres from multifamily residential (R-3) to farm residential (F-R) in the town center future land use category; providing for a legal description; providing for severability, and providing for an effective date.

ATTACHMENTS:

BOCC Agenda Packet--Ord. No. 2025-07.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

Email todd.miller@hardeecounty.net Fax n/a

I request the following item be placed on the 12/04/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Jorden Eisenstein- Planner I- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Rezone - Hines (Second Reading)

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Ordiance No. 2025-07.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

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

Hardee County FLORIDA

STAFF REPORT

Rezoning

Hardee County Community Development Department

110 S. 9th Avenue, Wauchula, FL 33873: (863) 767-1964

Application No:	**25-67**
Ordinance No:	**2025-07**
Request:	Applicant initiated request to rezone a 6.0 +/- acre parcel from Multifamily Residential (R-3) to Farm- Residential (F-R)
Property Owner/Applicant:	Justin & Amber Hines 1954 Heard Bridge Rd Wauchula, FL 33873
Location:	Altman Rd East side of the Altman Rd, South of Thompson Dr (P)
Parcel Identification:	17 34 25 0000 05120 0000
Site Size:	**6.0** +/-acres
Existing Zoning/Land Use:	**R-3** zoning/**Town Center (TCN)**
Surrounding Zoning/Land Use:	North: R-3/TCN South: A-1/TCN and AGR East: A-1/TCN West: A-1/TCN
Staff Recommendation:	Staff and the Planning/Zoning Board recommend **APPROVAL** to the Board of County Commissioners of Ordinance No. 2025-07, a request to rezone the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R).

History and Summary of Request:

In May of 2025 the previous property owners received authorization to split off 6.0+/- acres from the adjacent parent parcel to sell to Mr. and Mrs. Hines. The current property owner(s) planned to utilize the property for agricultural purposes, the same as the surrounding area. After they came into the planning/zoning office for permits for a barn, however, staff informed them that the property was not zoned for agricultural use and Per ULDC Section 2.16.00(A) they would not be allowed to install a barn prior to the construction of a principal residential structure. The Planning and Zoning Director, Todd Miller, granted

the property owners' temporary administrative authorization to construct a barn on the property contingent on receiving rezoning approval soon thereafter. Therefore, the property owners are requesting the rezoning of the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R) in order to utilize the property for agricultural purposes with accessory structures before building a home.

Findings of Fact:

- *The subject property is located in the Town Center future land use category and the R-3 (Multifamily Residential) zoning district;*
- *The submitted application is for Parcel ID No. 17 34 25 0000 05120 0000;*
- *The subject property is located on the Eastside of Altman Rd, South of Thompson Dr and Stenstrom Rd;*
- *There are no daily traffic counts for Altman Rd, but access to Altman Rd is provided via S Florida Ave and SR 64 W (W Main St). The Annual Average Daily Traffic (AADT) for S. Florida Ave. is 3,800(2024) and the Annual Average Daily Traffic (AADT) for SR 64 (W Main St.) is 2,200 (2024); S. Florida Ave is classified as a major collector road maintained by Hardee County, and SR 64 (W Main St) is classified as a principal arterial road. Altman Rd is classified as a local road maintain by Hardee County.*
- *The subject property would be serviced by private well and septic for potable water and sewer.*
- *Best available information identifies no wetlands or flood hazard zone present on the subject parcel.*

STANDARDS OF REVIEW

(A) Consistency with the Comprehensive Plan:
The proposed rezoning is consistent with Policy L1.3 (Town Center) which permits existing agricultural land uses and residential development "not to exceed an overall density of 12 dwelling units per gross acre for any single parcel."

(B) Concurrency Analysis:
Levels of Service for all public facilities and services will not be impacted.

Traffic: Access to the property will be provided via Altman Road.

Potable water: Potable water will be provided by private well.

Wastewater: Wastewater will be provided by private septic system.

***Solid Waste*:** Solid waste generation will be handled by private waste management companies.

Stormwater Management: n/a.

Park and Recreation Facilities: n/a.

(C) Impact Analysis:
The proposed rezoning has been analyzed to identify future adverse impacts to adjacent land uses, the character of the neighborhood, parking, or other matters affecting land use compatibilities and the general welfare of the County, such as the following *(see items D through G).*

(D) Zoning and uses of nearby property:
Surrounding zoning includes F-R (Farm Residential), A-1 (Agriculture) and R-3 (Multifamily Residential). Existing adjacent uses include citrus groves, single family residences and vacant land.

(E) Substantial changes in land use circumstances:
The proposed rezoning is being requested in order to allow the development of the property for agricultural uses as well as single family residential use. This is consistent with adjoining development, which is predominantly single-family residences and agricultural uses.

(F) Time Vacant:
The subject property has remained vacant since 1988 or longer.

(G) Compatibility standards:

a. *Whether one or more of the following design standards proposed for the subject property will differ substantially from the design standards currently allowed for any of the adjacent properties, such as:*

(01) Yards:
The yard area requirements will be similar if not the same as those of the surrounding properties that are zoned A-1, R-3 and F-R.

(02) Setbacks (Minimum):
F-R Zoning: Front – 30 feet (no change); Rear - 25 ft; Sides - 10 ft. (vs. 20' in the Rear and 07' on the Sides in the R-3 district)

(03) Height:
The maximum height allowed would not change (35')

(04) Lot Coverage:
35% in the F-R zoning district (vs. 40% in the R-3 district)

(05) Impervious Surface Coverage:
Same as above

(06) Parking:
The parking requirements would not change. (2.0 parking spaces per dwelling unit)

(07) Hours of Operation:
n/a

b. *Whether the intensity or density of use will be greater or lesser than that currently permitted for adjacent or currently existing properties;*

All adjacent properties to the south, east and west are currently zoned A-1 and F-R and utilized for agriculture or residential uses. The property to the north is currently zoned R-3 and is being utilized as vacant cropland. The proposed agricultural and residential uses will be consistent and compatible with the existing uses surrounding the property.

c. *Whether the proposed change in land use will adversely alter the existing land use pattern;*

The existing land use pattern in the area has long been large lot, agricultural and residential development. The agricultural and residential use is consistent with the established land use pattern.

d. *Whether the proposed change in land use will significantly increase traffic congestion or otherwise affect public safety;*

Access to the property would be provided via Altman Rd, which has sufficient capacity and ability to handle any additional trips.

e. *Whether the proposed change in land use will adversely affect the drainage of the property;*

Impacts to the existing drainage pattern are anticipated to be minimal.

f. *Whether the proposed change in land use will decrease the quality of water, air or light to adjacent properties;*

No decrease in the quality of water, air or light is anticipated.

g. *Whether the proposed change in land use will adversely affect the property values of the adjacent properties;*

The addition of agricultural accessory structures and a single-family residence in the future would not negatively impact property values.

h. *Whether the proposed change in land use will cause noticeable glare, noise, or odors for the adjacent properties;*

No potential adverse impacts of noise, glare or odors are anticipated.

i. *Whether the proposed change in land use would create a mixture of land uses so dissimilar to the existing pattern of development, that the overall quality and character of the surrounding neighborhood would be degraded;*

The proposed rezoning would be consistent with the existing pattern of 1.0 acre or larger sized lots utilized for agricultural and residential uses.

j. *Whether the detrimental effects of any identified incompatibilities can be mitigated or eliminated by adequate buffering.*

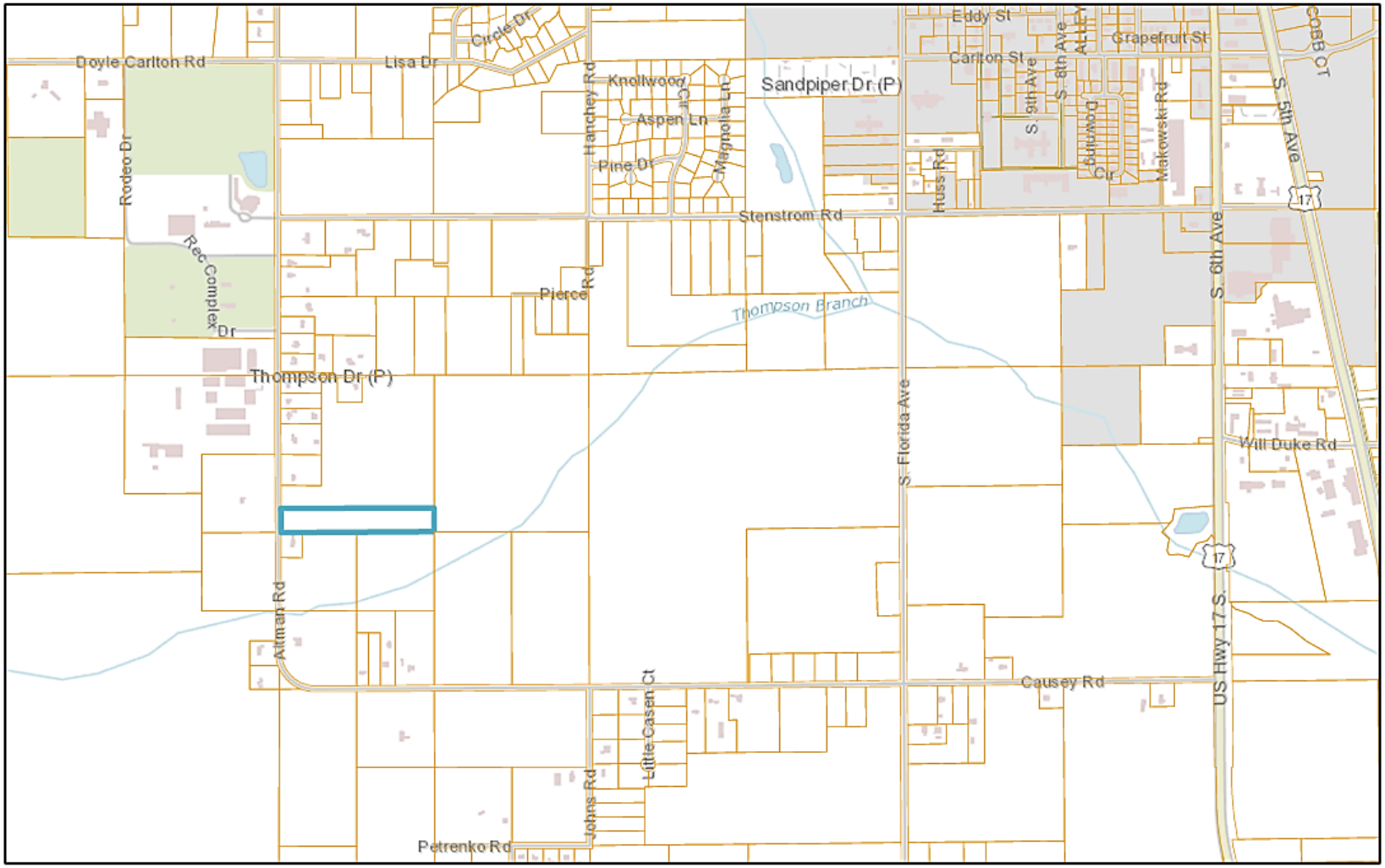
No incompatibility has been identified.

Recommendation:

Staff and the Planning/Zoning Board recommend **APPROVAL** of Ordinance No. 2025-07, to the Board of County COmmisioners to rezone the 6.0 +/- acre subject parcel from Multifamily Residential (R-3) to Farm Residential (F-R) in the Town Center Future Land Use category, located on the eastside of Altman Road in unincorporated Hardee County.

Attachments:
Location Map
Zoning Map
FLU Map
Aerial Map
Complete Application

REZONE-JUSTIN & AMBER HINES-- Location Map



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Parcels WFS - Parcels

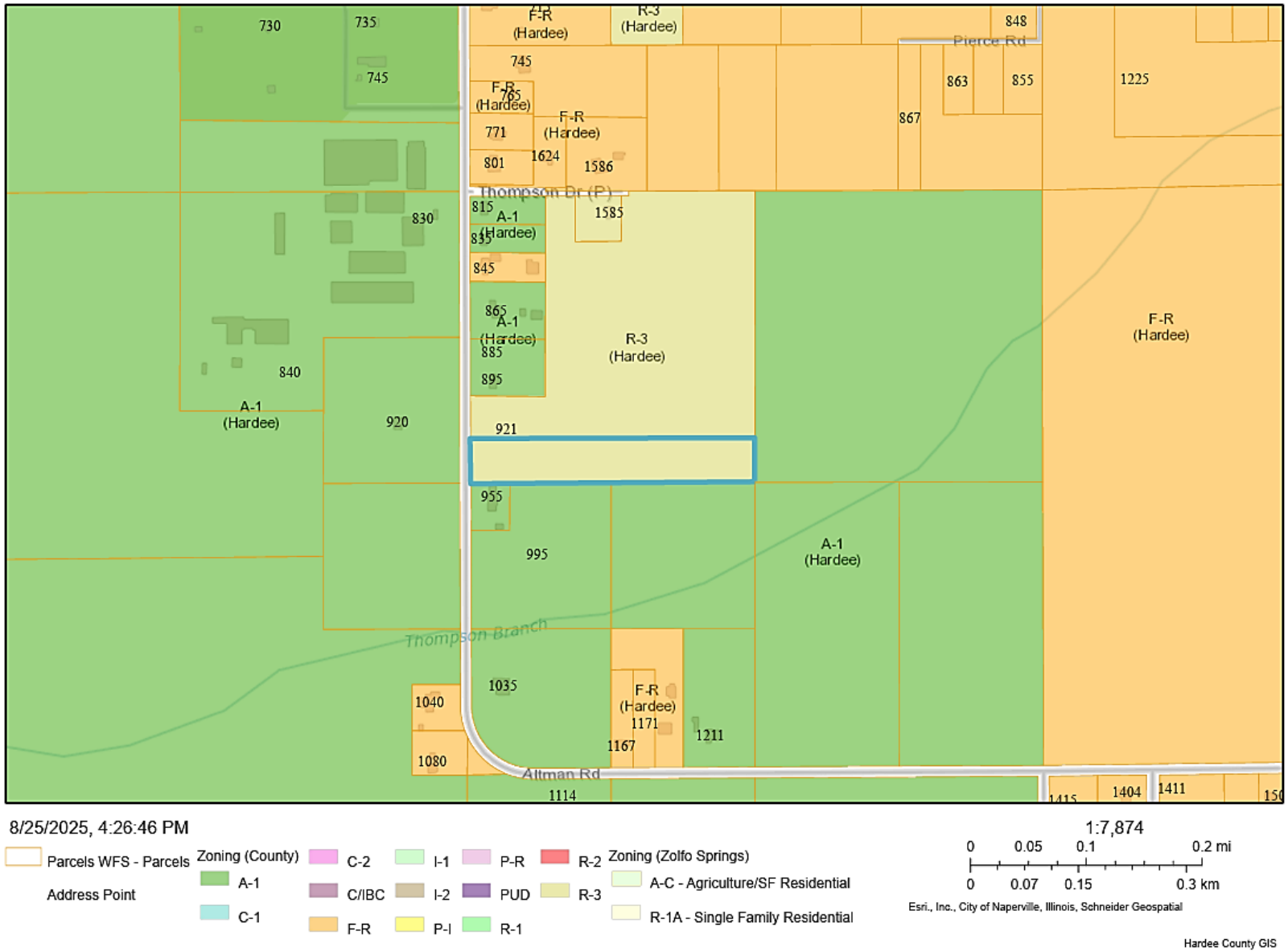
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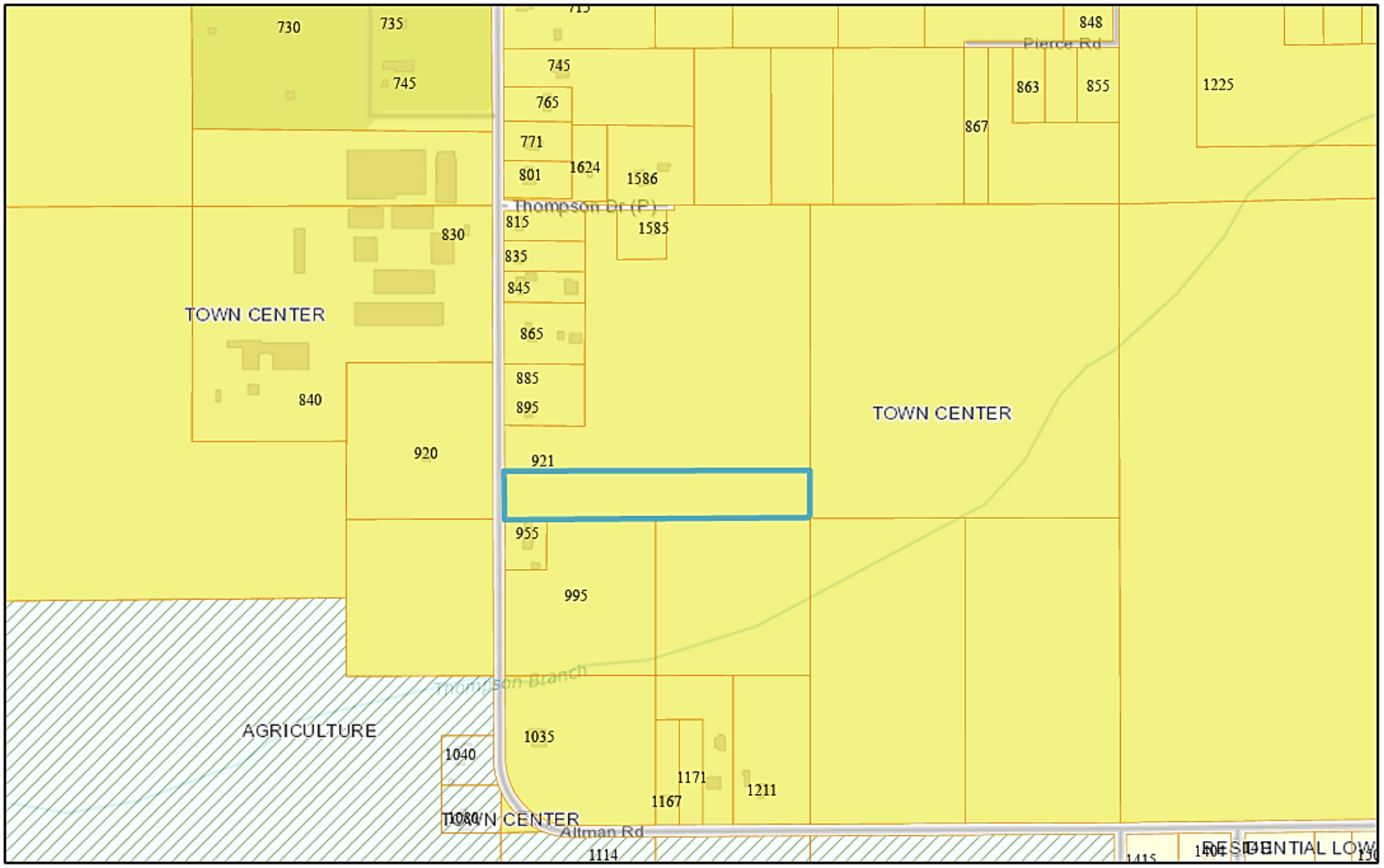
0 0.17 0.35 0.7 km

Esri., Inc., City of Naperville, Illinois

REZONE-JUSTIN & AMBER HINES-- Zoning Map



REZONE-JUSTIN & AMBER HINES-- FLU Map



REZONE-JUSTIN & AMBER HINES-- Aerial Map



8/25/2025, 4:32:54 PM

Parcels WFS - Parcels

Address Point

1:3,937

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

State of Florida, Maxar

Hardee County GIS

Hardee County FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT

REZONE

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

Agenda No. 25-67
P/Z Board Public Hearing: 9/04
(1st Reading) **BoCC Public Hearing:** 10/02
(2nd Reading) **BoCC Public Hearing:** 10/16
Ord. No. 2025-07

APPLICATION FEE **$1000**

Filing an application is not a guarantee of approval.

Please provide the following information for the Property Owner/Title Holder:

Name JUSTIN + AMBER HINES
Mailing Address 1954 HEARD BRIDGE RD WAUCHULA FL 33873
Telephone No 863-832-1747

RECEIVED
JUN 18 2025

Property is identified under Parcel I.D./Folio No 17-34-25-0000-05120-0000
Zoning R3 to FR
Future Land Use District ~~FR~~ Town Center
Acres 6

Describe the reasons and circumstances for this application.
(attach separate sheet if needed)
REZONE FROM R3 TO FR. TO ALLOW 4H AND PROSPECT SWINE TO BE KEPT ON PROPERTY.

Requirements

☑ a legal description of the property, including the size of the area in acres;

☑ a description of the proposed rezoning, specifying the goals, objectives and policies of the Comprehensive Plan that it supports and advances;

☑ a detailed map showing the location of the property in the County, existing land use, existing surrounding land uses; existing zoning and boundaries of the zoning district, and the proposed boundaries of the rezoned district;

☑ the location of existing sewer service and potable water facilities to the development site and whether or not the existing facilities will serve the new development;

☑ the functional classification of all roadways that will be impacted by development permitted by the proposed zoning district, with current and estimated future daily traffic volumes;

☑ the location of all public and private streets, driveways and utility easements within and adjacent to the site;

☑ a description of the terrain and the vegetation on the site, including an aerial photograph of the site itself, and in relation to surrounding properties;

☑ an inventory and description of surface water and wetlands; and any floodplains on the site;

☐ other

Hardee County FLORIDA
COMMUNITY DEVELOPMENT DEPARTMENT

REZONE

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

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order."

Hardee County Unified Land Development Code Section: 7.4.00

Justin Lee Hines — 6-17-25
ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Amber Hines — 6-17-25
ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

ORIGINAL SIGNATURE REQUIRED — Date
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

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Office Use Only

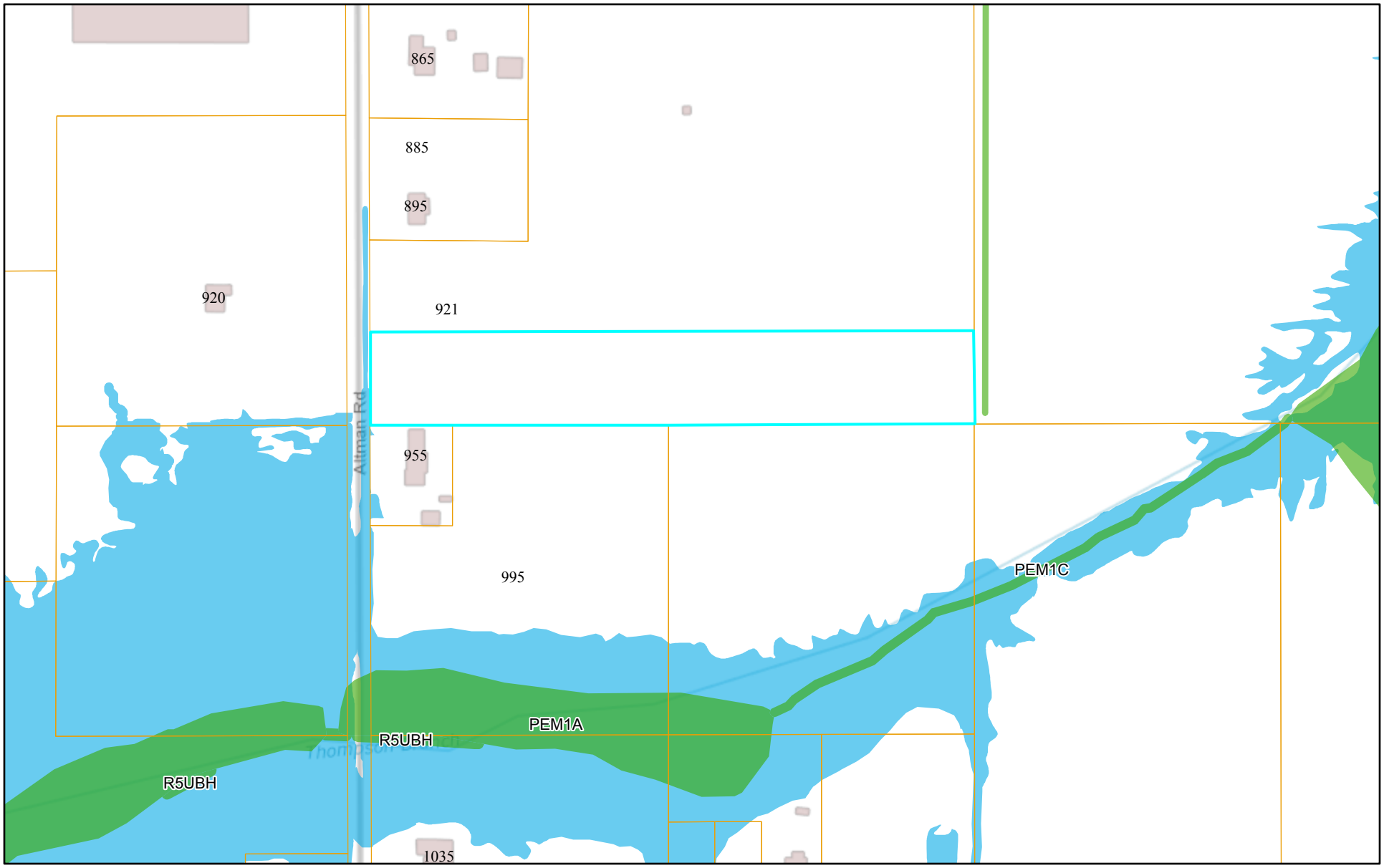
Receipt No. Z000878

$1000.00 — Application Fees
Received By
7/03/25 — Date

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FORM-CMTY DEPT APP-10-2023--REVISED

Wetlands/Flood Map



8/28/2025, 10:51:25 AM

Parcels WFS - Parcels

Address Point

National Wetlands Inventory

FEMA Flood Zone

AE,

1:3,987

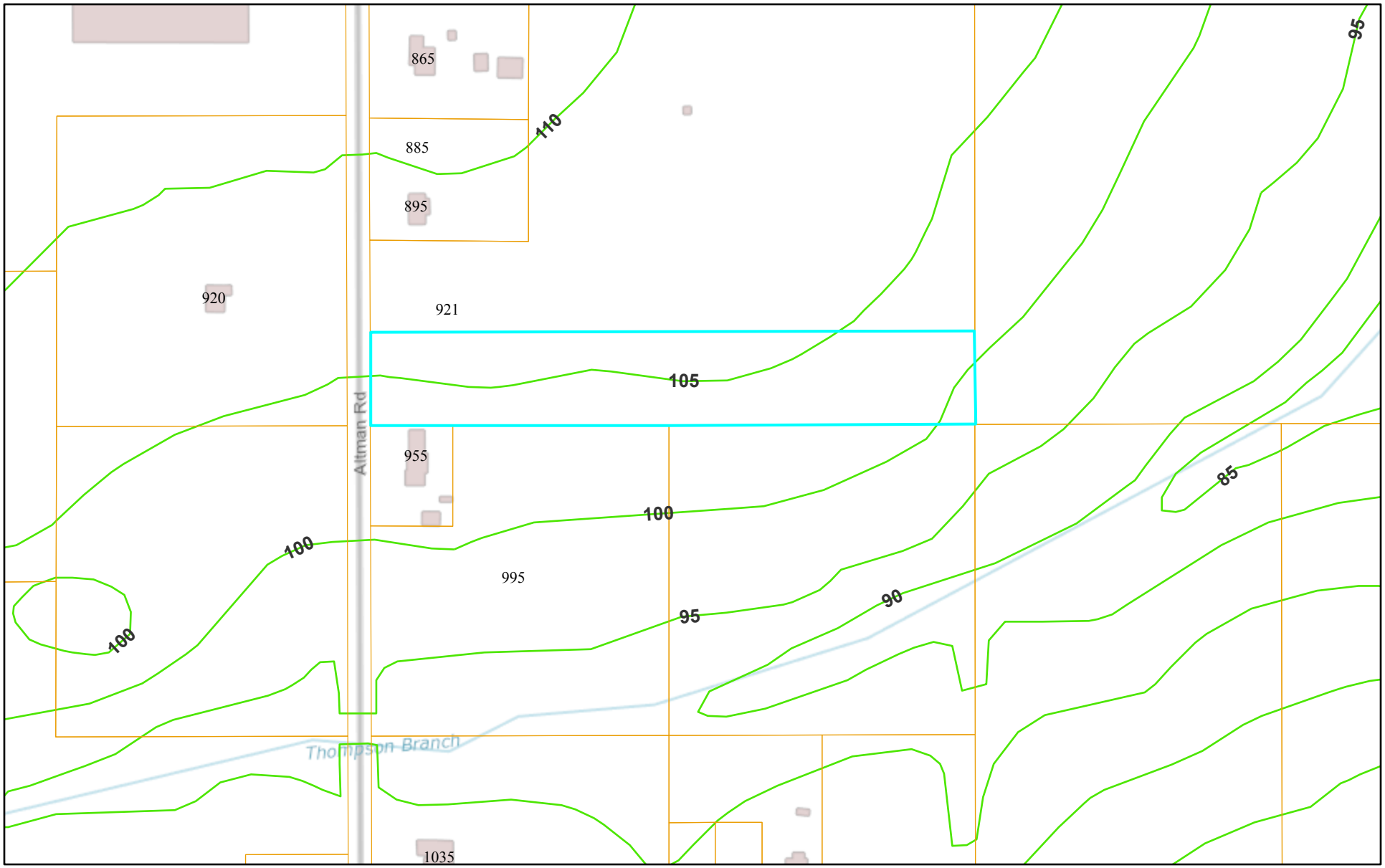
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Esri., Inc., City of Naperville, Illinois

Hardee County GIS
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Elevation Map



8/28/2025, 10:53:10 AM

Parcels WFS - Parcels

Elevations

Address Point

1:3,987

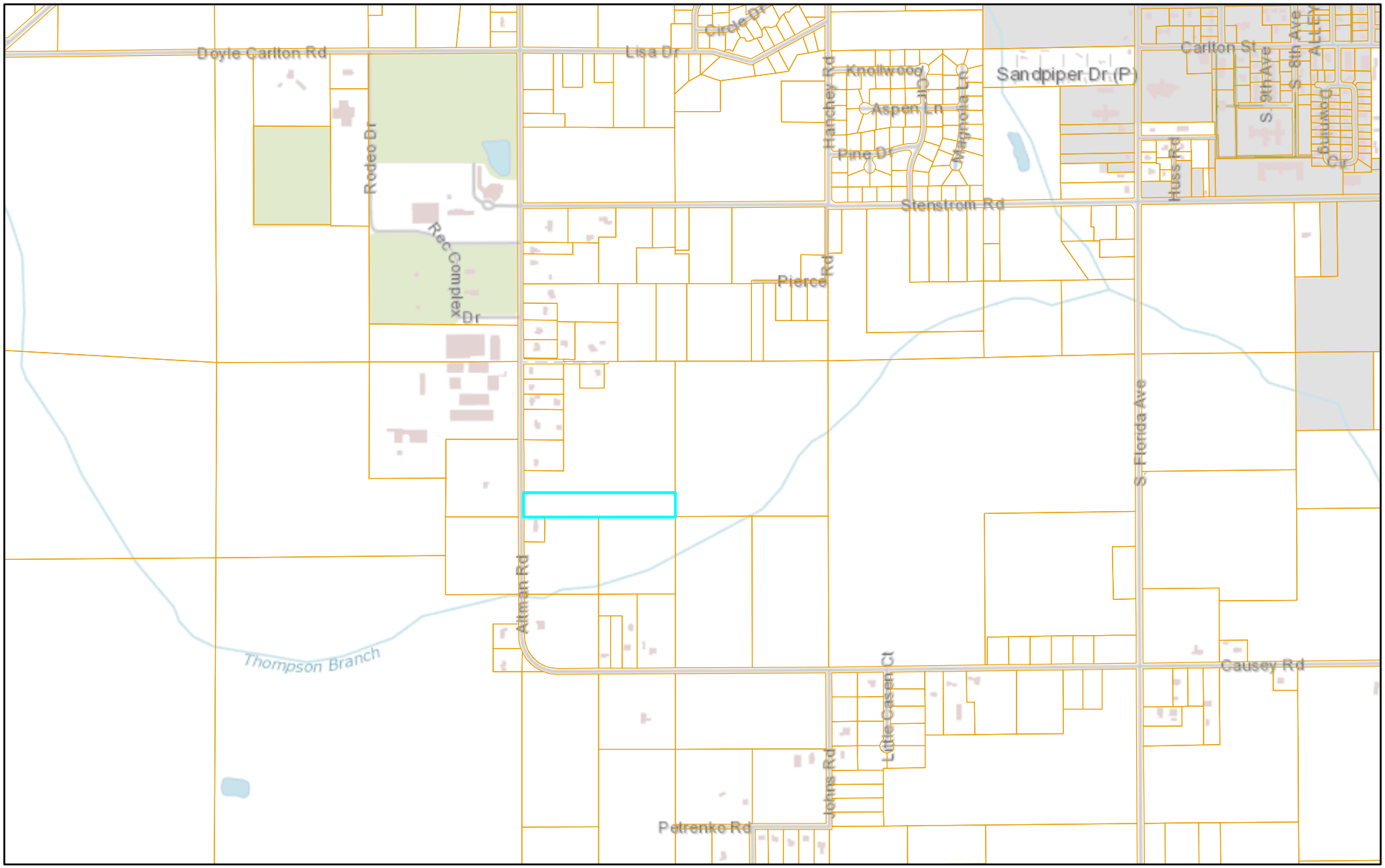
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Utilities Map



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Parcels WFS - Parcels

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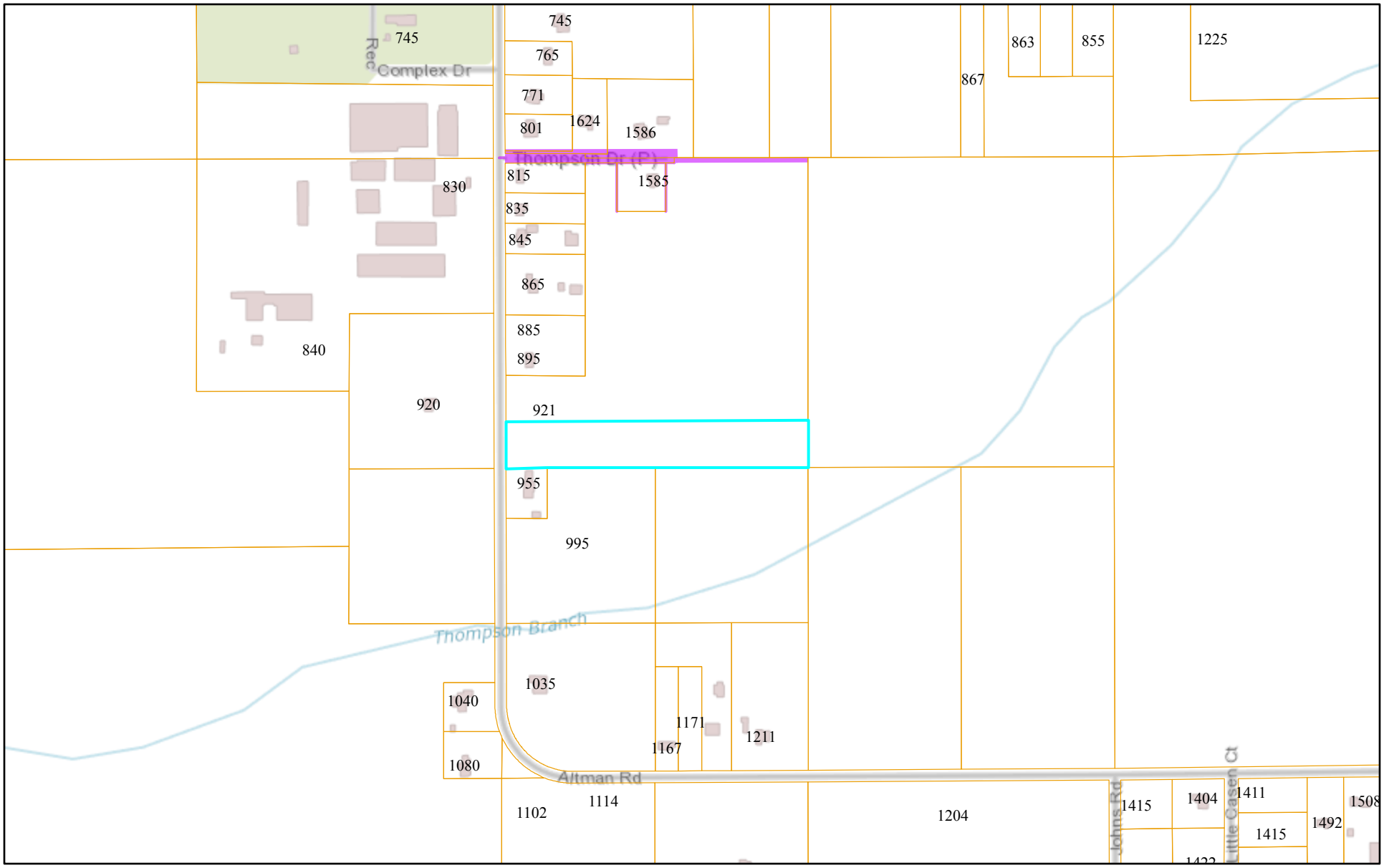
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Esri., Inc., City of Naperville, Illinois

Hardee County GIS
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Recorded Easements



8/28/2025, 10:55:49 AM

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Esri., Inc., City of Naperville, Illinois

Parcels WFS - Parcels

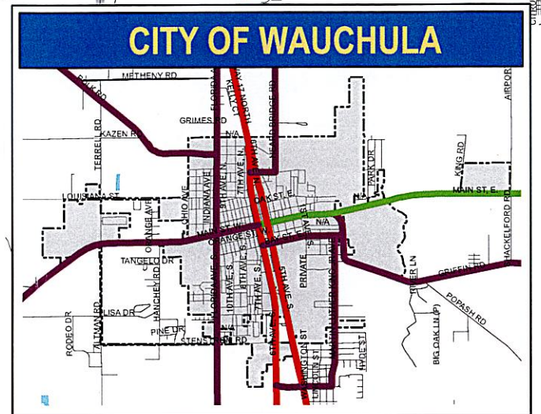
Easements

Address Point

Hardee County GIS
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HARDEE COUNTY - FUNCTIONAL CLASSIFICATION

CITY OF WAUCHULA



POLK COUNTY

HIGHLANDS COUNTY

MANATEE COUNTY

DESOTO COUNTY

BOWLING GREEN

WAUCHULA

ZOLFO SPRINGS

PEACE RIVER

Legend

- COUNTY ROAD SYMBOL
- STATE ROAD SYMBOL
- U.S. HWY ROAD SYMBOL
- LOCAL ROADS
- RAILROADS
- COUNTY BOUNDARIES
- CITY BOUNDARIES
- WATER BODIES

FUNCTIONAL CLASSIFICATION

- Principal Arterial
- Minor Arterial
- Major Collector
- Minor Collector

N W E S

0 1 2 4
Miles

Adopted
August 7, 2014

DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:
Central Florida Regional Planning Council
Florida Department of Transportation
Hardee County Property Appraiser
Hardee County BoCC
FDOT (Florida Department of Transportation)

D:\Projects\Hardee\Transportation\Hardee_FunctClass_Exist_06072014

ORDINANCE 2025-07
HARDEE COUNTY, FLORIDA

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, REGARDING LAND DEVELOPMENT, AMENDING THE HARDEE COUNTY ZONING MAP WITHIN THE UNINCORPORATED AREA; PROVIDING FOR A REZONING OF APPROXIATMENTELY 6 +/- ACRES FROM MULTIFAMILY RESIDENTIAL (R-3) TO FARM RESIDENTIAL (F-R) IN THE TOWN CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR A LEGAL DESCRIPTION; PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Justin and Amber Hines, hereafter referred to as the "Applicant" has submitted an application to rezone approximately 6 +/- acres from Multifamily Residential (R-3) to Farm Residential (F-R); and

WHEREAS, the Community Development Division staff, after reviewing the Hardee County Comprehensive Plan and the Unified Land Development Code (ULDC), has recommended approval of the application, as described in the staff report; and

WHEREAS, the Hardee County Planning and Zoning Board, after due public notice, held a public hearing on Thursday, September 4, 2025 to consider the request, received the staff report and recommendation for approval, and considered the criteria for approval as contained in the Hardee County Comprehensive Plan and in the ULDC, received public input, and offered a recommendation of approval to the Board of County Commissioners of Hardee County, Florida; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida after due public notice, held a PUBLIC HEARING on November 6, 2025, for **Ordinance 2025-07** to consider the rezoning application to amend the adopted Hardee County Zoning Map and rezone approximately 6 +/- acres from R-3 to F-R zoning, lands being owned by the Applicant, and that are legally described as:

Parcel ID Numbers: # 17-34-25-0000-05120-0000

WHEREAS, pursuant to and consistent with the requirements of Section 125.66, FLORIDA STATUTES, and Chapter 163, FLORIDA STATUTES, the Board of County Commissioners of Hardee County, Florida has advertised and held public hearings as required, and with public notice having been provided to obtain public comment; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida has considered all written and oral comments received during such public hearings; and

WHEREAS, the Board of County Commissioners of Hardee County, Florida has determined that this rezoning would be consistent with the Hardee County Comprehensive Plan as well as the Hardee County ULDC; and

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

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

Section 2. Approval. The currently adopted HARDEE COUNTY ZOING MAP is amended to show the rezoning of approximately 6 +/- acres from Multifamily Residential (R-3) to Farm Residential (F-R) zoning, whose lands are legally described in this Ordinance, and depicted in Exhibit 1 attached hereto.

Section 3. Severability. The provisions of this Ordinance are severable such that the invalidity of any one provision shall not operate to invalidate any other provision.

Section 5. Effective Date. This Ordinance shall take effect immediately upon adoption in accordance with the law.

INTRODUCED AND PASSED ON FIRST READING, this 6th day of November 2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

APPROVED AND ADOPTED this 4th day of December 2025, at the regular meeting of the Board of County Commissioners of Hardee County, Florida.

BOARD OF COUNTY COMMISSIONERS
HARDEE COUNTY, FLORIDA

_____
Russell Melendy, Chair

ATTEST:

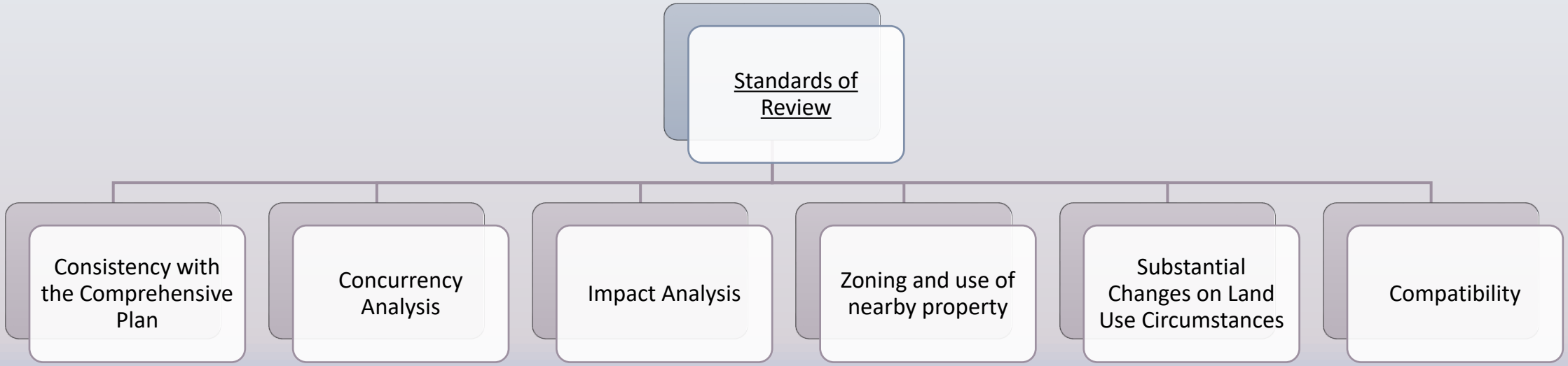
_____
Victoria L. Rogers,
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

REZONING

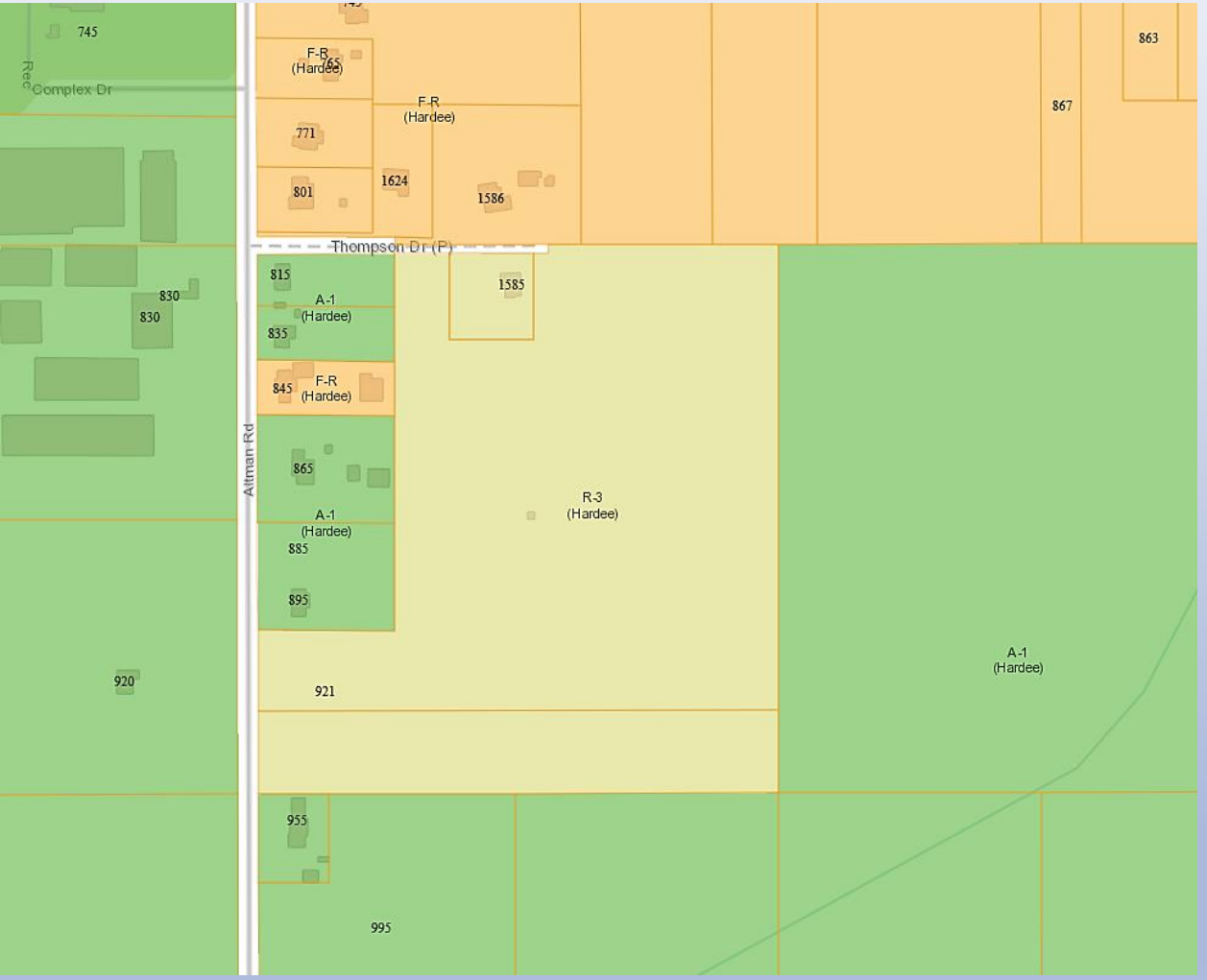
From: Justin & Amber Hines
Location: East side of Altman Rd, South of Civic Center Dr
Request: To rezone 6.0 +/- acres from R-3 (Multifamily Residential) to F-R (Farm Residential)



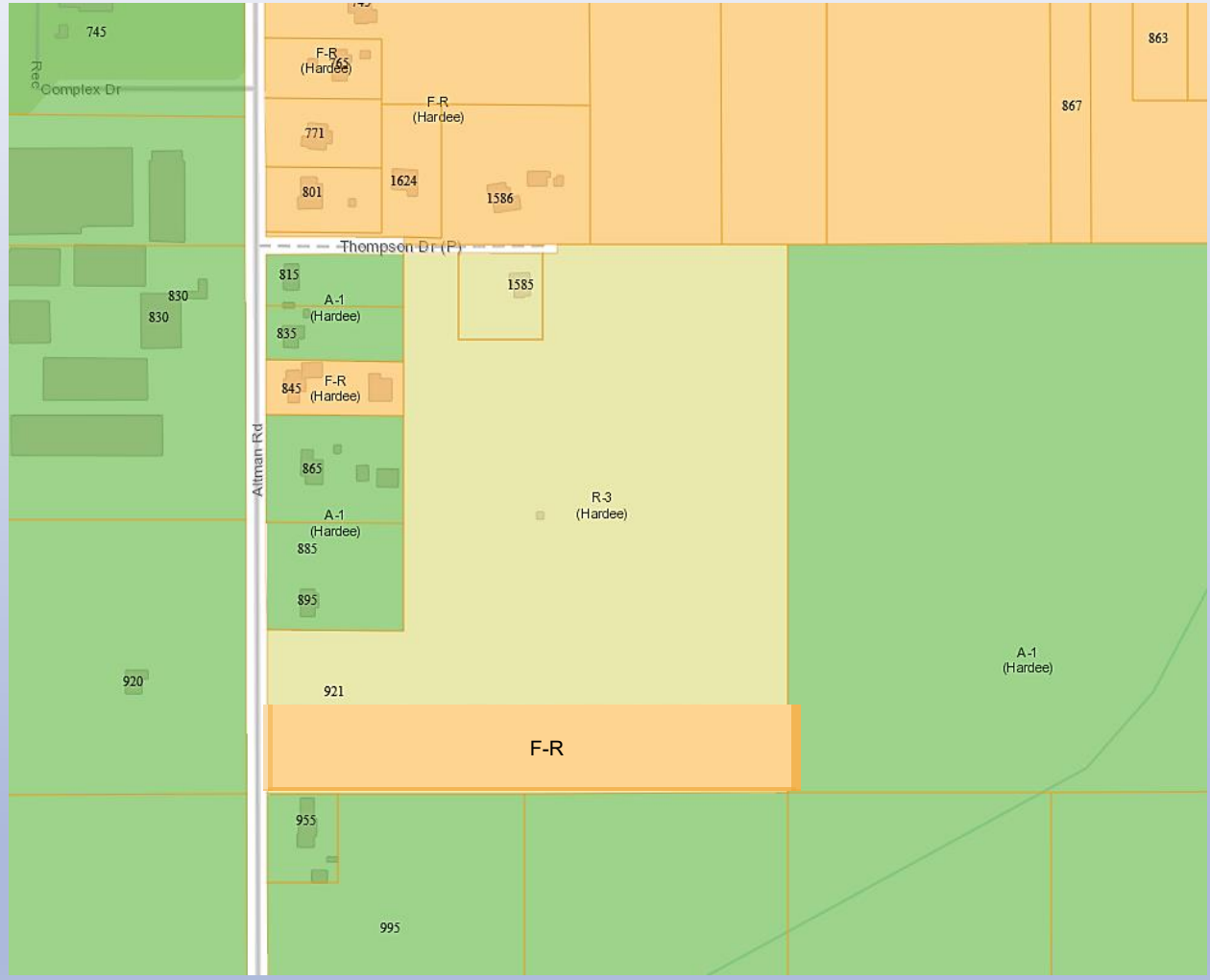
Current Requirements vs. Proposed

Yards:	• The yard area requirements will be similar if not the same as those of the surrounding properties that are zoned A-1, R-3 and F-R.
Setbacks (Minimum):	• F-R Zoning: Front – 30 feet (no change); Rear - 25 ft; Sides - 10 ft. (vs. 20’ in the Rear and 07’ on the Sides in the R-3 district)
Height:	• The maximum height allowed would not change (35’)
Lot Coverage:	• 35% in the F-R zoning district (vs. 40% in the R-3 district)
Impervious Surface Coverage:	• Same as above
Parking:	• The parking requirements would not change. (2.0 parking spaces per dwelling unit)

BEFORE



AFTER



Recommendation

Staff and the P/Z Board recommend **APPROVAL** Ordinance 2025-07, to rezone the 6.0 +/- acre subject parcel, located on the Eastside of Altman Rd, from R-3 (Multifamily Residential) to F-R (Farm Residential)

AGENDA ITEM NO. 11.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Quasi-Judicial Items
AGENDA SECTION:	**BUSINESS AGENDA - Quasi-Judicial Items:**
SUBJECT:	**Todd Miller, Community Development Director -** Variance Request from Bernie Lott
SUGGESTED ACTION:	- Motion to approve variance request 25-82 for Bernie Lott as presented; and authorizing the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

BOCC Packet 12.04.25- Variance No. 25-82-combined.pdf

AGENDA REQUEST FORM

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

Department/Agency Hardee County Community Development Department

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

Email jorden.eisenstein@hardeecountyfl.gov Fax n/a

I request the following item be placed on the 12/04/2025 agenda under the following category:
(date of meeting)

x Appointment

_____ Consent

_____ County Manager, Non-Consent

_____ County Attorney

If 'Appointment' – List name(s) and title(s) of who will be presenting and amount of time needed for item:
Jorden Eisenstein--Planner I- (5 Minutes)

Provide reason for agenda item and what the action is requested, if any:
Variance- Bernie Lott as property owner c/o: RebuildFlorida

Check if no action is required: _____

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

If YES, attach funding analysis identifying source of funds.

If Board approves request, what are the associated action items? Itemize tasks and responsible parties/personnel:
Chairman to sign Record of Descision.
Return to Community Development Department for recording.

** All documents for the agenda packet must be submitted no later than 12:00 PM, on the Thursday prior to the meeting date. If documents are requiring Chairman's signature, must provide original document. All documents can be hand delivered, mailed or emailed to holly.smith@hardeecounty.net.**

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

Hardee County
FLORIDA

COMMUNITY DEVELOPMENT DEPARTMENT
110 South 9th Avenue ---- Wauchula, FL 33873
Telephone: (863) 767 1964

STAFF REPORT

Request for Variance

Agenda No:	VAR 25-82

Request:	Request for a Variance to reduce the front setback from 50' to 38' at the front property line, on a .25 +/- acre, parcel zoned A-1 (Agriculture) in the Highway Mixed Use Future Land Use Category.
Property Owner/Applicant:	Bernie Lott c/o Sarah Maier with Rebuild Florida 144 College Lane Zolfo Springs, FL 33890
Location:	144 College Lane, Hardee County Located on the north side of College Lane, west of US Hwy 17 S
Parcel Identification:	34 34 25 0000 08090 0000
Site Size:	**0.25** +/-acres
Existing Zoning/Land Use:	**A-1** (Agriculture) zoning/**Highway Mixed Use** FLU
Surrounding Zoning/Land Use:	All adjacent properties: A-1 zoning/Highway Mixed FLU With some C-2 zoned lands to the south of the subject parcel.

Subject Property History

The subject A-1 zoned parcel of land was created prior to the adoption of the 1996 Unified Land Development Code, and therefore qualifies as a lot of record, not meeting the minimum 5.0 acre size and 200' of lot width of the A-1 zoning district. Specifically, the subject property measures approximately 125 +/- feet deep and 87 +/- feet wide. However, at 125' in depth and requiring a 50' front setback and a 25' buffer from the wetlands boundary, means the property has a small 740 sf buildable area, which is less than the minimum size requirement of a home (780 sf).

The current request to replace the building is coming as a result of the severe damage the structure suffered during Hurricane Ian, which qualifies the applicant for the Hurricane Ian Rebuild Florida Program to assist with the replacement of the home.

Procedural Background

Under Section 11.03.00 of the Hardee County Unified Land Development Code (ULDC), variances are reviewed based on the criteria outlined in Section 11.03.00 (B).

Staff Analysis

The criteria for review and staff's analysis are as follows:

01. Special conditions or circumstances exist that are particular to the land or structure involved and is not applicable to other lands or structures in the same land use classification.

Staff Response: As referenced above, the subject property qualifies as a Lot of Record. However, because the property only has approximately 740 sf of buildable area, none of the Rebuild Florida model homes can fit on the lot and meet the 50' front setback and 25' wetland buffer requirements.

The current request to replace the building comes from the severe damage the structure suffered during Hurricane Ian. The property owner is working with Rebuild Florida associates to assist with the replacement of the home.

02. The special conditions and circumstances do not result from the actions of the applicant.

Staff Response: The applicant requires the replacement home due to the impacts of Hurricane Ian, an Act of God beyond their control. In addition, the size of the lot was created long before the current owner procured the property.

03. The requested Variance, if approved, will not confer on the Applicant any special privilege that is denied by the provisions of this code to other lands or structures in the same land use classification.

Staff Findings: The construction of a replacement home is a right enjoyed by other lands in the same zoning and land use classification.

04. Literal interpretation of the provisions of this code would deprive the applicant of rights commonly enjoyed by other properties in the identical land use classification and will constitute an unnecessary and undue hardship on the applicant.

Staff Findings: Literal interpretation of the provisions of the Code with regards to required setbacks limit the ability to rebuild on the lot and could qualify as an undue hardship.

05. That the variance granted is the minimum variance that will make possible a reasonable use of the property.

Staff Findings: The variance request (12' or 24% reduction on the front setback) is the least amount of setback reduction required to fit the replacement home on the subject lot of record.

06. That granting the variance will be in harmony with the general intent of the Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Staff Response: The surrounding neighborhood is comprised of lots of record that are approximately the same size as the subject parcel;. As such, the replacement of the home with another single-family structure will not be inconsistent or otherwise injurious to the neighborhood.

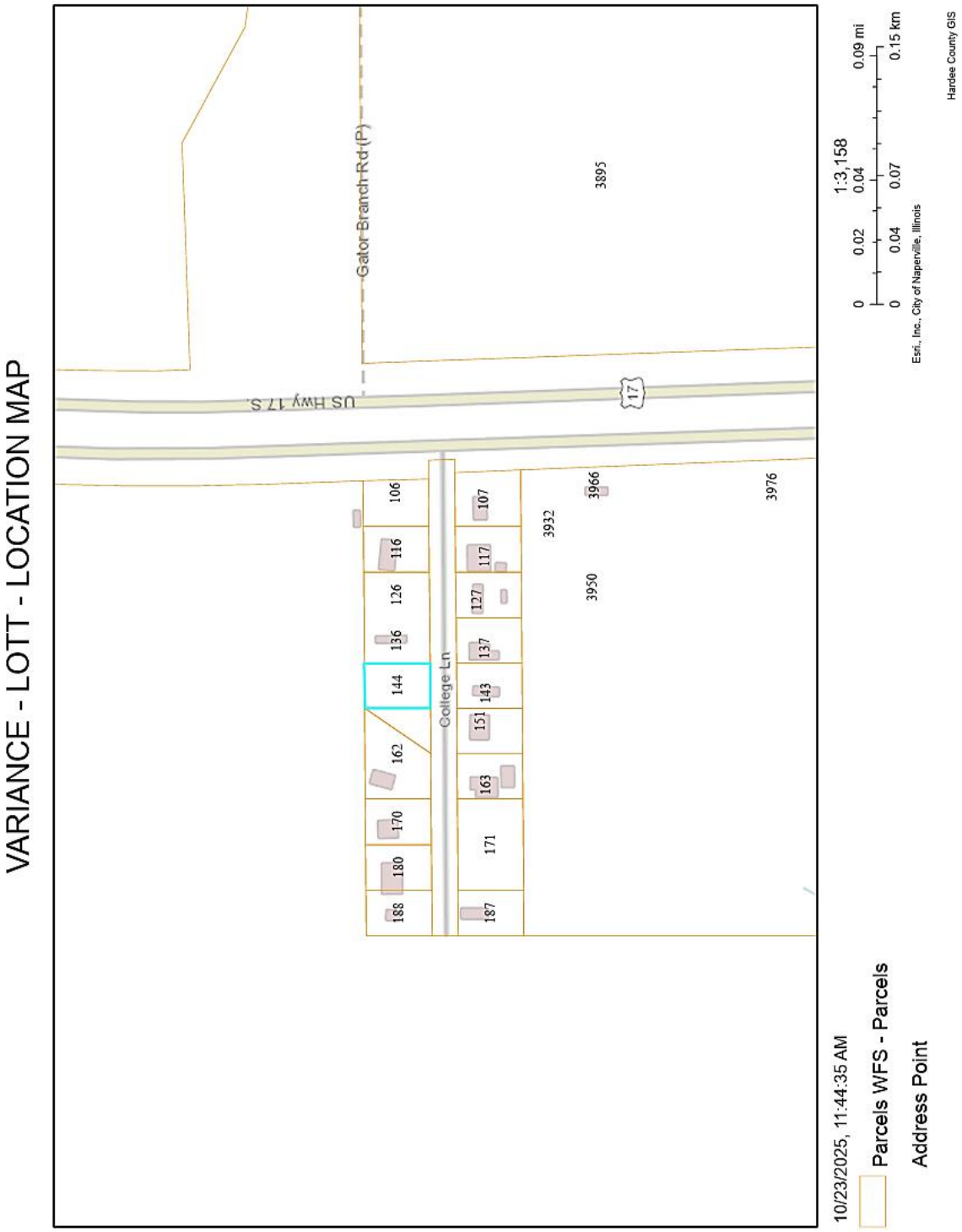
Conclusion:

Pursuant to the review and analysis of the above-cited standards staff finds approval of a variance requesting to reduce the minimum front yard setback from 50' to 38' is consistent with the intent of the Hardee County Unified Land Development Code and the Hardee County Comprehensive Plan.

Recommendation:

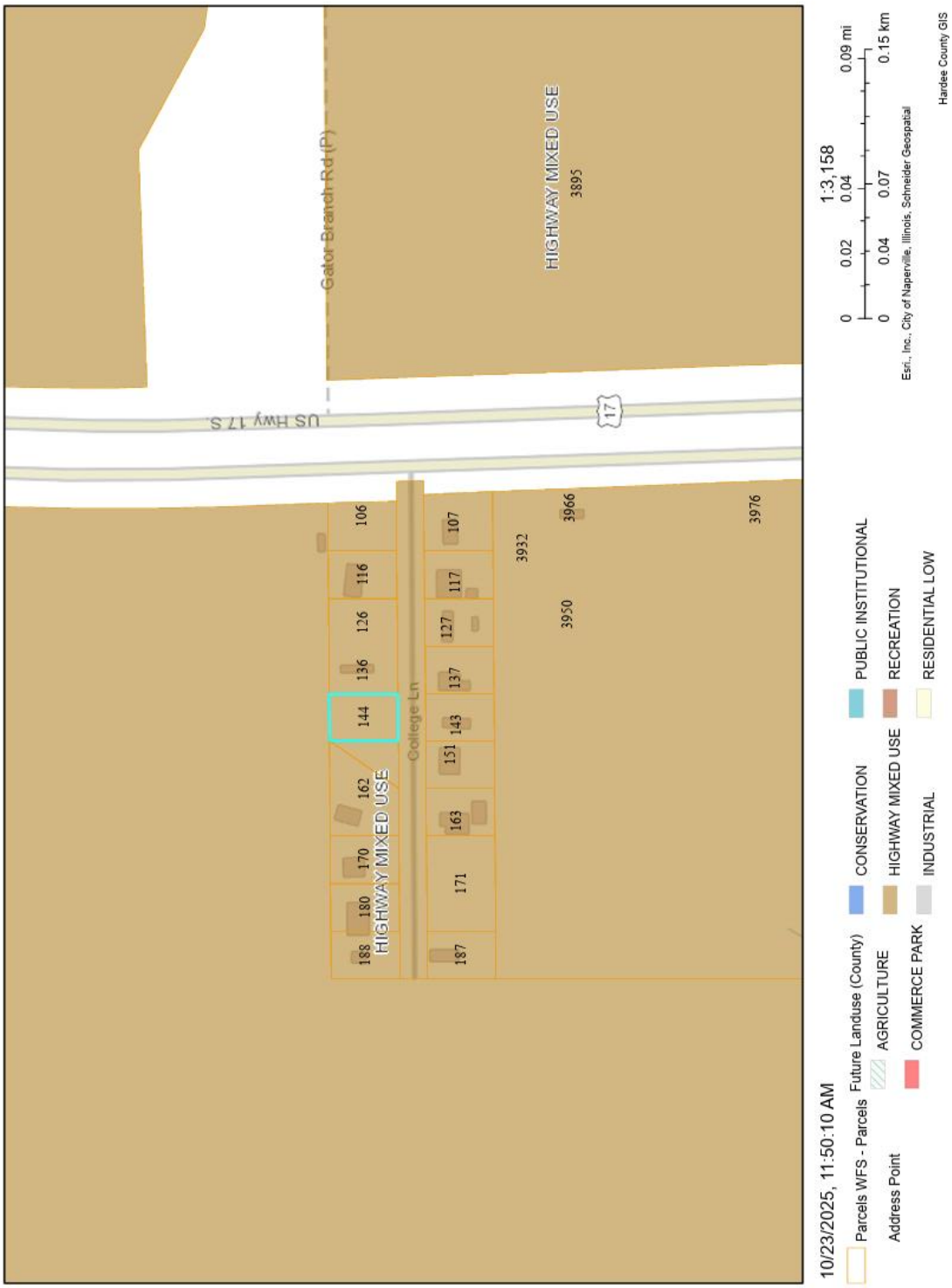
Staff recommends **APPROVAL** to the Planning/Zoning Board of VAR-25-82 to reduce the setbacks from 50' to 38' from the front property line, on a 0.25 +/- acre parcel zoned A-1 in the Highway Mixed Use Future Land Use Category to accommodate a new, replacement home for the property owner.

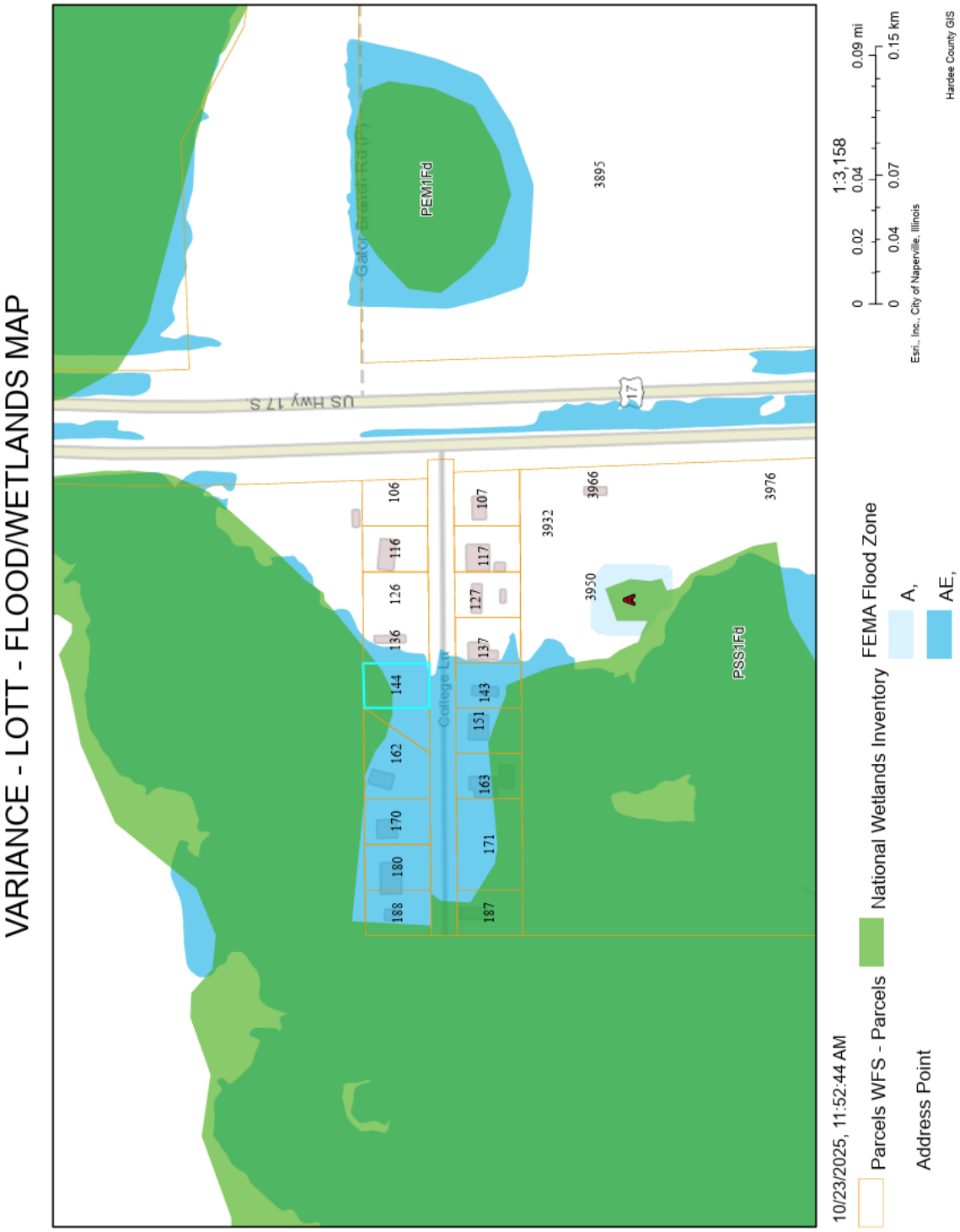
Attachments:
Location Map
Zoning Map
FLU Map
Food/Wetlands Map
Aerial Map


VARIANCE - LOTT - LOCATION MAP
Gator Branch Rd (P)
US Hwy 17 S
17
College Ln
106
116
126
136
144
162
170
180
188
107
117
127
137
143
151
163
171
187
3895
3932
3966
3950
3976
1:3,158
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS
10/23/2025, 11:44:35 AM
Parcels WFS - Parcels
Address Point


VARIANCE - LOTT - ZONING MAP
A-1 (Hardee)
Gator Branch Rd (P)
A-1 (Hardee)
US Hwy 17 S
17
College Ln
106
116
126
136
144
162
170
180
188
107
117
127
137
143
151
163
171
187
3932
3966
3950
3976
C-2 (Hardee)
A-1 (Hardee)
1:3,158
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km
Esri, Inc., City of Naperville, Illinois, Schneider Geospatial
Hardee County GIS
10/23/2025, 11:47:35 AM
Parcels WFS - Parcels
Address Point
Zoning (County)
A-1
C-1
C-2
C/IBC
F-R
I-1
I-2
P-I
P-R
PUD
R-1
R-2
R-3
Zoning (Zolfo Springs)
A-C - Agriculture/SF Residential
R-1A - Single Family Residential

VARIANCE - LOTT - FLU MAP




VARIANCE - LOTT - FLOOD/WETLANDS MAP
US Hwy 17 S
Gator Branch Rd (F)
College Ln
PEM1Fd
PSS1Fd
3895
3966
3976
3932
3950
106
116
126
136
144
162
170
180
188
107
117
127
137
143
151
163
171
187
A
17
1:3,158
0 0.02 0.04 0.09 mi
0 0.04 0.07 0.15 km
Esri, Inc., City of Naperville, Illinois
Hardee County GIS
10/23/2025, 11:52:44 AM
Parcels WFS - Parcels
National Wetlands Inventory
FEMA Flood Zone
A,
AE,
Address Point

VARIANCE - LOTT - AERIAL MAP



RECEIVED
10-17-25

HARDEE COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT

VARIANCE

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

Agenda No. 25-82

P/Z Board Public Hearing: 11-06

BoCC Public Hearing: 12-04

APPLICATION FEE $500

Hardee County Unified Land Development Code Section: 9.10.00
Planning and Zoning Board will hear and make a recommendation to the Board of County Commissioners

Filing an application is not a guarantee of approval.

Property Owner/Title Holder Name: Bernie Lott

Property Owner/Title Holder/Mailing Address: 144 College Lane, Zolfo Springs, FL 33890

Property Owner/Title Holder/Telephone No: (813) 724-8623

Property is identified under Parcel I.D./Folio No.: 3434250000080900000

Zoning: ~~R-3 (Single-family Residential~~ A-1

Future Land Use District: Highway Mixed Use

Acres: 0.25 +/- Acres

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

The applicant qualifies for a new single-family home as part of the Hurricane Ian – Rebuild Florida Program. The existing single-family home will be demolished, and a new home constructed in its place. Due to the small size of the lot, a variance of the front and side setbacks is required. We are requesting a front setback of 38 ft in lieu of the required 50 ft.

Requirements

- ☑ Property record card
- ☑ Legible aerial map
- ☑ Copy of the deed
- ☑ Concept Development Plan
- ☐ Other

ALL FEES ARE NON-REFUNDABLE

Preliminary Discussion/Pre-Application Disclaimer:
"The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order."

HARDEE COUNTY
COMMUNITY DEVELOPMENTE DEPARTMENT

VARIANCE

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

9/29/25
Date

ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Date

ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

Date

ORIGINAL SIGNATURE REQUIRED
Signature of Property Owner/Title Holder of Record
or signature of Authorized Representative with written Authorization attached

---

Office Use Only_____

Receipt No. _____

Application Fees | Received By | Date

FORM-CMTY DEPT APP-10-2023–REVISED

.25 AC
COM NW COR OF SW1/4 OF SE1/4
RUN E ALONG N LINE OF SAID

LOTT BERNIE
144 COLLEGE LANE
ZOLFO SPRINGS, FL 33890

2025

34-34-25-0000-08090-0000

BUILDING CHARACTERISTICS

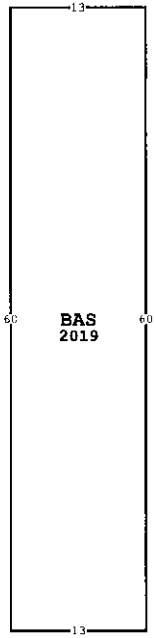
ELEMENT	CD	CONSTRUCTION
Exterior Wall	24	CORG METAL 100
Roof Structur	03	GABLE/HIP 100
Roof Cover	12	TIN/METAL 100
Interior Wall	04	PLY/PANEL 100
Interior Floo	14	CARPET 70
Interior Floo	08	SHT VINYL 30
Air Condition	02	WINDOW 100
Heating Type	02	CONVECTION 100
Bedrooms		3 100
Bathrooms		1 100
Architectual	08	MODULAR 100
Units		1 100
Condition Adj	02	AVG 100
Quality	03	Average
DOR CODE	0200	MOBILE HOME
MAP NUM		MKT AREA 07
NEIGHBORHOOD/LOC	3690.00	1.00/

AREA TYPE	TOTAL GROSS AREA	PCT OF BASE	YEAR	TOT ADJ AREA	SUBAREA MARKET VALUE
BAS	780	100	2019	780	25,880
TOTALS	780			780	25,880

MARKET ADJUSTMENTS

TYPE	MDL	EFF. AREA	TOT ADJ PTS	EFF. BASE RATE	REPL. COST NEW	AYB	EYB	ECON	FNCT		NORM	% COND
0800	02	780	79.0000	79.00	61,620	1985	1985	0	0	0	58.00	42.00

3 MOBILE HME - 0% - 0 Heated Area: 780 HX Base Yr



BLD DATE
XF DATE
INC DATE
LGL DATE
LAND DATE 06/09/2025 MLU
AG DATE

144 COLLEGE LN, ZOLFO SPRINGS

EXTRA FEATURES

LN	OB/XF CODE	DESCRIPTION	BLD	CAP	L	W	UNITS	UT	Adj R	ADJ UNIT PRICE	ORIG COND	YEAR ON	YEAR ACTUAL	Q	% COND	OB/XF MKT VALUE	NOTES
1	C/S 02	CONC SLB	0	0	32	10	320.00	SF	2.00	2.00	100	1982	1982	3	35	224	

HARDEE COUNTY PROPERTY

PAGE 1 of 1 900

VALUATION SUMMARY

VALUATION BY	STANDARD
Tax Group: 900	Tax Dist:
BUILDING MARKET VALUE	25,880
TOTAL MARKET OB/XF VALUE	224
TOTAL LAND VALUE - MARKET	13,750
TOTAL MARKET VALUE	39,854
SOH/AGL Deduction	17,466
ASSESSED VALUE	22,388
TOTAL EXEMPTION VALUE	0
BASE TAXABLE VALUE	22,388
TOTAL JUST VALUE	39,854
NCON VALUE	0
INCOME VALUE	
PREVIOUS YEAR MKT VALUE	27,366

PERMIT NUM	DESCRIPTION	AMT	ISSUED

SALES DATA

OFF RECORD Number	DATE	TYPE INST	Q / U	V / I	RSN CD	SALE PRICE
201825007949	12/27/2018	WD	U	V	30	4,500
GRANTOR: ALBRITTON GLADYS						
GRANTEE: LOTT BERNIE						
201825007440	11/26/2018	WD	U	V	11	100
GRANTOR: CURTIS PAMELA JORDAN						
GRANTEE: ALBRITTON GLADYS						

BUILDING NOTES

*20TR FLDCHK MH APPEARS TO BE LIVEABLE CONDITION UNSURE OF THE STATUS FROM BLDG DEPT ADDED BACK TO TAXROLL (BERNIE GARFIELD LOTT) 1985 MHR FLEETWOOD ID-FLFL1AE427008268

BUILDING DIMENSIONS

BAS=(YR-2019) W13S60E13N60S.

LAND DESCRIPTION

TOTAL OB/XF 224

LN	USE CODE	CLS	LAND USE DESCRIPTION	CAP	RD	LOC ZONE	FRONT	DEPTH	TOT LND UTS	UNIT TYPE	DT	DPTH FACT	% COND	TOT ADJ	UNIT PRICE	ADJ UNIT PRICE	LAND VALUE	OTHER ADJUSTMENTS AND NOTES	YEAR	DENSITY	DECL	FRZ	YR	CONSRV
1	0100	C	RESIDENTIAL	0		A-1	88.00	125.00	11,000.00	SF		1.00	1.00	1.00	1.25	1.25	13,750							

REVIEW DATE 01/31/2023 BY e.gicke Total Acres: 0.25 Total Land Value: 13,750 Market: 0 Agricultural: 0 Common: 13,750 PRINTED 08/08/2025 BY SYS

144 College Lane - Aerial Exhibit



9/3/2025, 11:46:26 AM

Parcels WFS - Parcels

Address Point

1:1,579

0 0.01 0.02 0.04 mi

0 0.02 0.04 0.07 km

State of Florida, Maxar, Microsoft

Hardee County GIS

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Prepared by:
Marcus A. Conerly
Wauchula Abstract & Title Co., Inc.
123 South 9th Avenue
Wauchula, Florida 33873

File Number: H20180791

General Warranty Deed

Made this December 27, 2018 A.D. By **Gladys Albritton,** whose address is: 4442 US Hwy 17 S, Zolfo Springs, Florida 33890, hereinafter called the grantor, to **Bernie Lott**, whose post office address is: 5322 Oakway Drive, Lakeland, Florida 33805, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hardee County, Florida, viz:

Begin at the NW corner of SW 1/4 of SE 1/4 of Section 34, Township 34 South, Range 25 East; run thence East along the North line of said SW 1/4 of SE 1/4 a distance of 435.88 feet for P.O.B.; thence run South 0°10'00" West on a line parallel to the West line of said SW 1/4 of SE 1/4 a distance of 125.00 feet; thence run East on a line parallel to the North line of said SW 1/4 of SE 1/4 a distance of 88 feet; thence run North 0°10'00" East on a line parallel to the West line of said SW 1/4 of SE 1/4 a distance of 125.00 feet to a point on the north line of said SW 1/4 of SE 1/4; thence run West along the North line of said SW 1/4 of SE 1/4 a distance of 88.00 feet to P.O.B., Hardee County, Florida.

Parcel ID Number: **34-34-25-0000-08090-0000**

Subject to covenants, restrictions, easements of record and taxes for the current year. Said property is not the Homestead of the Grantor

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name Marcus A. Conerly

Witness Printed Name Tina Hines

Gladys Albritton (Seal)
Gladys Albritton
Address: 4442 US Hwy 17 S, Zolfo Springs, Florida 33890

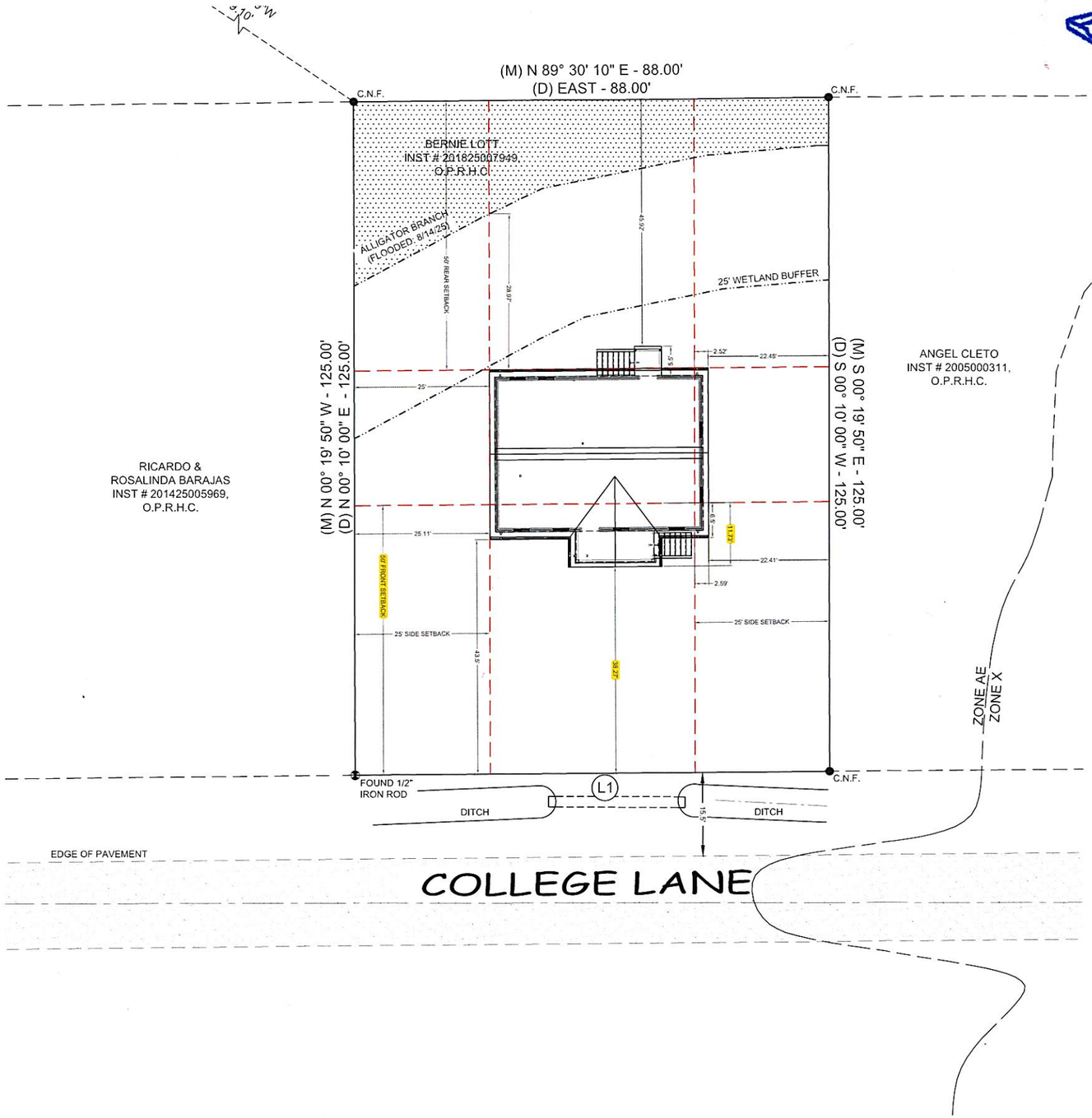
State of Florida
County of Hardee

The foregoing instrument was acknowledged before me this 27 day of December, 2018, by Gladys Albritton, [ ] who is/are personally known to me or [✓] who has produced FL DL as identification.

MARCUS A. CONERLY
Commission # GG 190428
Expires June 3, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Print Name:
My Commission Expires:
Notary Seal:

DEED Individual Warranty Deed - Legal on Face
Closers' Choice



RECEIVED
10-17-25

Dewberry
Dewberry Engineers Inc.
877 North County Hwy 393
Santa Rosa Beach, FL 32459
850.267.0759 Phone
850.557.0076 Fax
www.dewberry.com

2 BEDROOM / 2 BATH WIDE PIER
REBUILD FLORIDA -
HURRICANE IAN HOUSING
REPAIR AND REPLACEMENT

144 COLLEGE LANE, ZOLFO SPRINGS
HARDY COUNTY, FLORIDA
FL-HI22-169403

Rebuild Florida

SEAL

LEGAL DESCRIPTION (BY SURVEYOR):

BEING A TRACT OF LAND, IN THE SOUTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 25 EAST, IN HARDEE COUNTY, FLORIDA, AS DESCRIBED IN A DEED THEREOF AS RECORDED IN INSTRUMENT NO. 201825007949, OF THE OFFICIAL PUBLIC RECORDS OF HARDEE COUNTY, FLORIDA.

PARCEL ID 3434250000080900000

SITE DATA TABLE

144 COLLEGE LANE ZOLFO SPRINGS, FL 33890	
DESCRIPTION	AREA
FLOOD ZONE	ZONE-AE, TILE# 12049C0306D eff. 11/6/2013
PROJECT SITE	0.25 AC
BASE FLOOD ELEVATION	47.2 FT
FINISHED FLOOR ELEVATION (MIN.)	51.87 FT
BUILDING FOOTPRINT AREA	2BD/2BA NARROW (PIER)
Zoning / Land Use	
DESCRIPTION	ZONING
PROJECT SITE	AGRICULTURE (A-1)
NORTH OF PROJECT SITE	AGRICULTURE (A-1)
SOUTH OF PROJECT SITE	AGRICULTURE (A-1)
EAST OF PROJECT SITE	AGRICULTURE (A-1)
WEST OF PROJECT SITE	AGRICULTURE (A-1)
REQUIRED SETBACKS	
DESCRIPTION	BUILDING
STREET FRONTAGE	50 FT
REAR LOT	50 FT
SIDE LOT	25 FT
SIDE LOT	25 FT
PROPOSED BUILDING DATA	
BUILDING HEIGHT	17' 2"
CONDITIONED AREA	1,092 SF
UNCONDITIONED AREA	115 SF
GROSS AREA	1,207 SF

NOTES

1. THE PROPERTY IS LOCATED IN FLOOD ZONE AE WITH A BASE FLOOD ELEVATION OF 47.2 FEET (NAVD 88).
2. FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF BASE FLOOD ELEVATION + 2 FEET.
3. BUILDING TO BE LOCATED IN THE SAME GENERAL FOOTPRINT OF THE DEMOLISHED BUILDING. ANY RELOCATION DUE TO CONFLICTS MUST BE APPROVED BY THE CONSTRUCTION MANAGER.
4. CONTRACTOR TO GRADE SITE TO PROVIDE POSITIVE DRAINAGE TO RIGHT OF WAY OR EXISTING STORMWATER FACILITIES, AND PREVENT DETRIMENTAL IMPACTS TO ADJACENT PROPERTIES.
5. ZONING AND SETBACK REQUIREMENTS REGULATED BY HARDEE COUNTY LAND DEVELOPMENT CODE (SEE SITE DATA TABLE).
6. STAIR ORIENTATION CAN BE MODIFIED BY THE CONTRACTOR ACCORDING TO SITE CONDITIONS AND/OR APPLICANT PREFERENCE.
7. IF ON A SEPTIC SYSTEM THE CONTRACTOR IS TO EVALUATE SEPTIC TANK LOCATION AND CONDITIONS. IF MODIFICATIONS OR RELOCATION OF SEPTIC SYSTEMS ARE REQUIRED, CONTRACTOR TO PROVIDE MODIFICATIONS (LOCATION, SIZE, DEPTH, MATERIALS, ETC.) OR NEW LOCATION IF NEEDED.

SCALE

0' 5' 10' 20'

SCALE: 1" = 10'

No.	Description	Date

REVISIONS

DRAWN BY	BS
APPROVED BY	BB
CHECKED BY	TN
DATE	SEPTEMBER 25, 2025

TITLE

VARIANCE
EXHIBIT #1

PROJECT NO. 50171913

C2.0

SHEET NO.

September 25, 2025 (11:12:57 EST)
\\DEWBERRY.COM\WILMINGTON\LOCAL\OFFICES\SANTAROSABEACH\PROJECTS\50171913_HURRICANE IAN RECOVERY\ARCHITECTURAL\RENDERINGS (AS-BUILT)-HI22-169403 (RECON)\FL-HI22-169403-454 PI JAX SET - A1 SETBACKS VARIANCE.DWG C2.0 VARIANCE BY BSEGOVIA

APPLICATION

P.O. – Bernie Lott

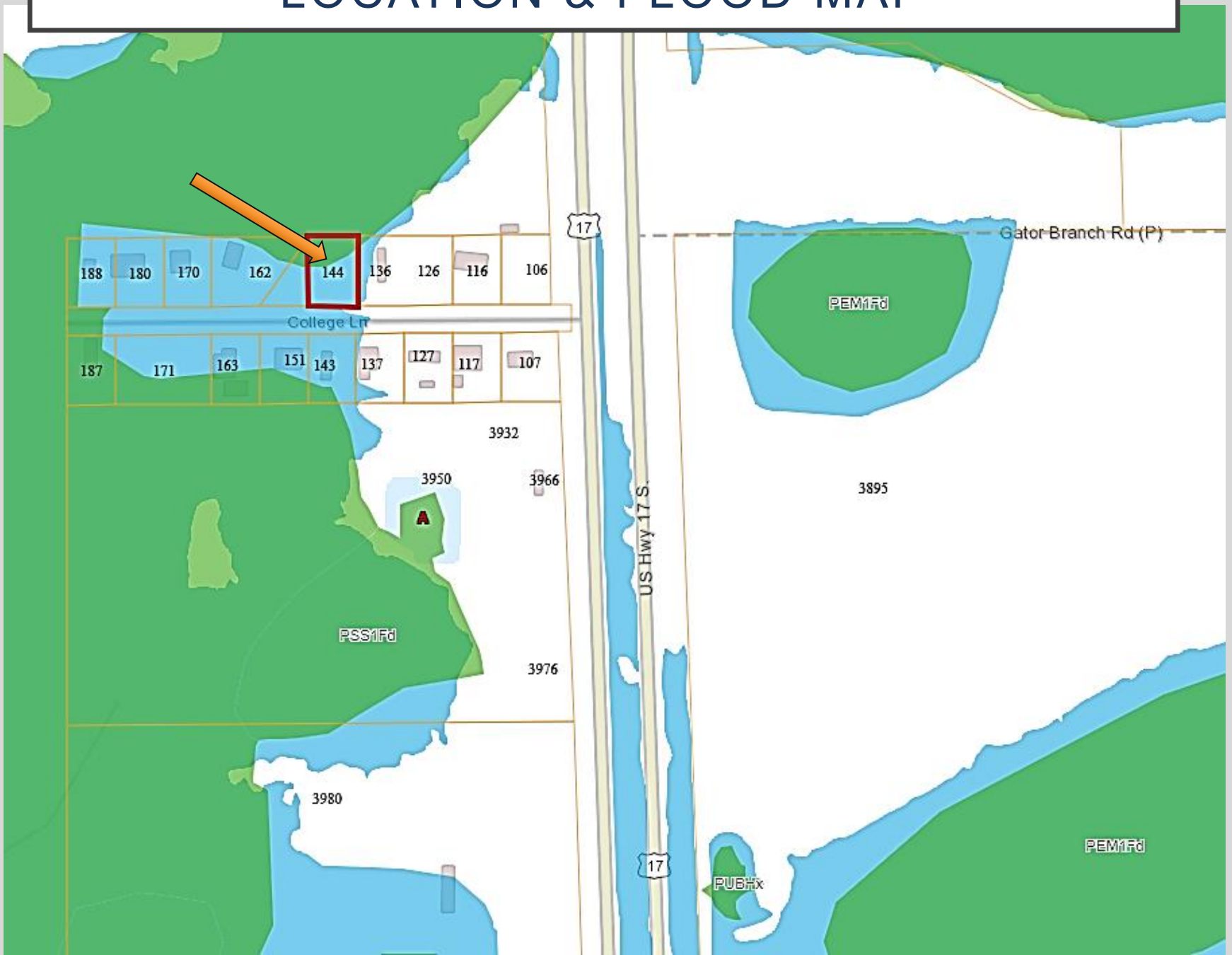
c/o –Rebuild Florida Program

Located on the N side of College Ln

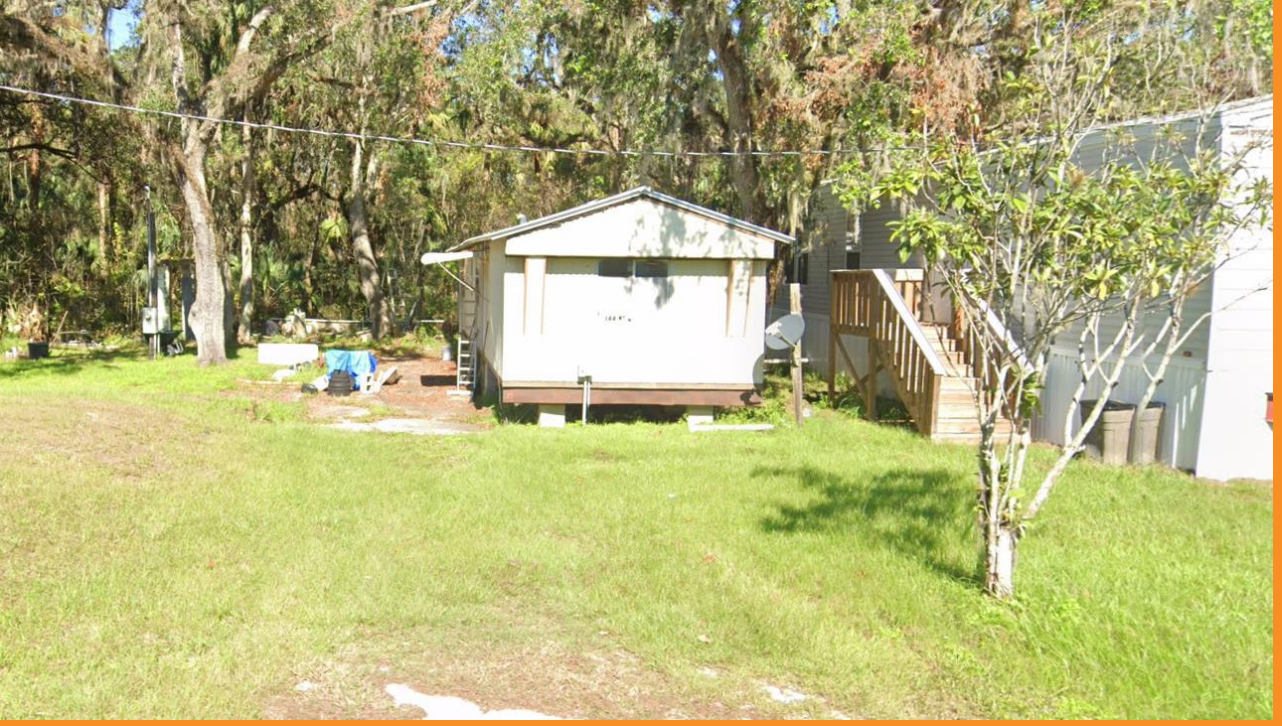
- **Requesting a 24% reduction of the front setbacks to accommodate a new single-family home to replace the existing manufactured home which suffered severe damage during hurricane Ian.**
  - **Due to the lot-size a variance is necessary for the lot to be considered buildable.**
- **This parcel is a lot of record, which was created before the current zoning standards were in place and both the home and lot were created before the current property owner's had ownership of this parcel.**

Hardee County
FLORIDA

LOCATION & FLOOD MAP



Hardee County
FLORIDA



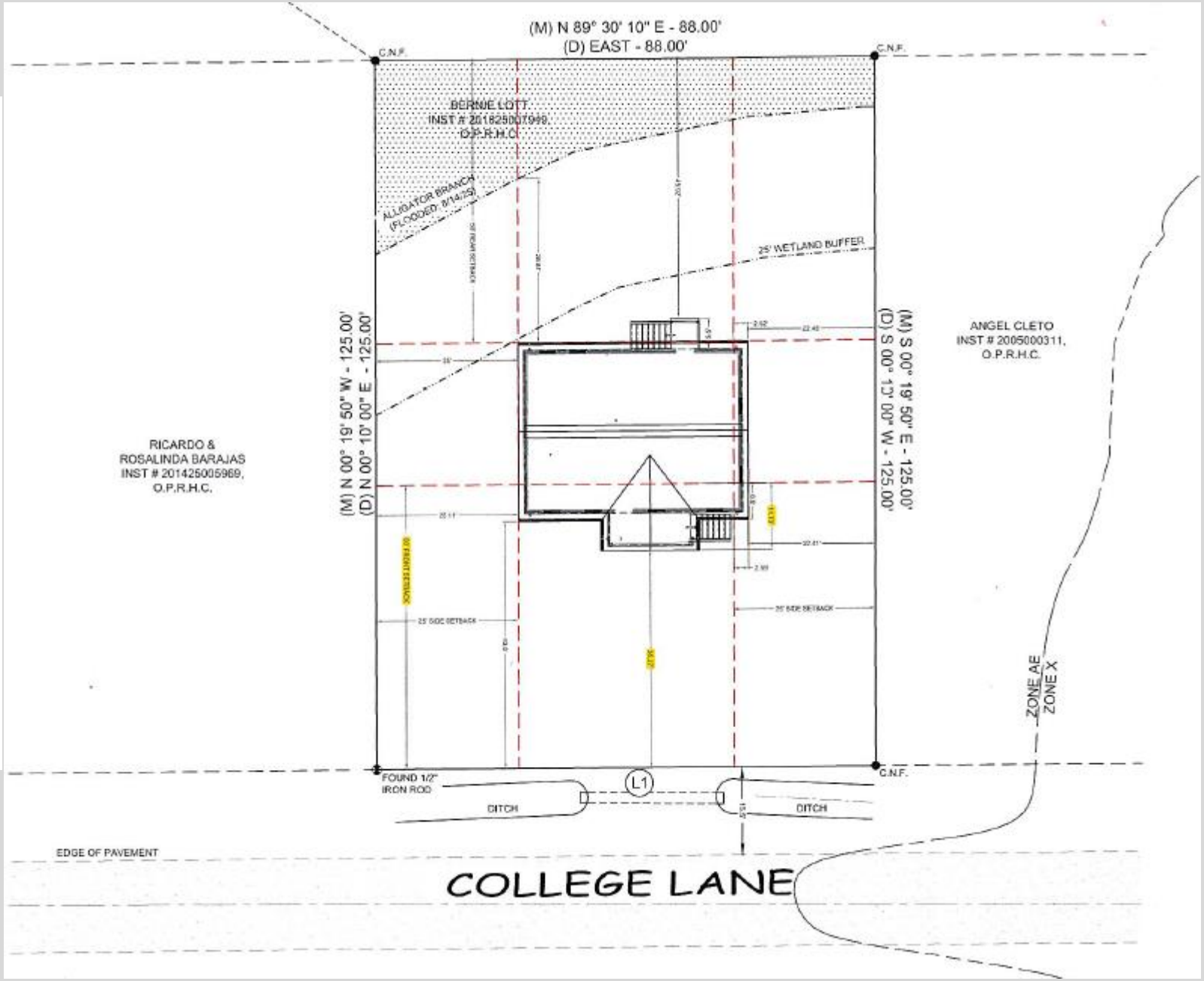


AERIAL MAP

2 BEDROOM / 2 BATH WIDE PIER

REBUILD FLORIDA - HURRICANE IAN HOUSING REPAIR AND REPLACEMENT

144 COLLEGE LANE, ZOLFO SPRINGS
HARDY COUNTY, FLORIDA
FL-HI22-169403



Rebuild Florida

Hardee County
FLORIDA

CONCLUSION

- Based upon staff analysis, it was determined that the proposal complies with all of the criteria of Section 11.03.00 of the Hardee County ULDC.

- Therefore, the Planning/Zoning Board and staff both recommend APPROVAL of the Variance application to the BOCC.

Hardee County
FLORIDA

RECORD OF DECISION AND NOTICE OF BOARD OF COUNTY COMMISSIONERS

HARDEE COUNTY

PROPERTY OWNER/ APPLICANT Bernie Lott
144 College Ln
Zolfo Springs, FL 33890

DATES OF HEARING P/Z 11/06/2025
BOCC 12/04/2025

AGENDA NO. 25-82 Variance

LEGAL DESCRIPTION Parcel I.D. No.: 34 34 25 0000 08090 0000—0.25 +/-acres
Begin at the NW corner of SW ¼ of SE ¼ of Section 34, Township 34 South, Range 25 East; run thence East along the North line of said SW ¼ of SE ¼ a distance of 435.88 feet for P.O.B; thence run South 0°10'00" West on a line parallel to the West line of said SW ¼ of SE ¼ a distance of 125.00 feet; thence run East on a line parallel to the North line of said SW ¼ of SE ¼ a distance of 88 ft; thence run North 0°10'00" East on a line parallel to the West line of said SW ¼ of SE ¼ a distance of 125.00 feet to a point on the north line of said SW ¼ of SE ¼; thence run West along the North line of said SW ¼ of SE ¼ a distance of 88.00 feet to P.O.B, Hardee County, Florida.

YOU ARE HEREBY NOTIFIED that based on and after due consideration of your application and upon public hearing by the Planning/Zoning Board and the Board of County Commissioners your request for a Variance to reduce the minimum required setbacks from: Front 50' to 38.27' to accommodate a new single-family home has been **APPROVED**.

Existing Conditions and Background History

As an existing Lot of Record with dimensions of approximately 125' x 87', including the added 25' setback from the wetlands located on the north half of the subject property, the parcel is constrained and cannot easily accommodate a new single-family home.

Staff Analysis

Staff has reviewed the standards of Sections 11.03.00 of the ULDC for review of the Variance requests, and the purpose and intent of the Hardee County Comprehensive Plan, and finds the request is consistent with the requirements, intents and purposes thereof.

_____ _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS Date

This Instrument Prepared by:
Hardee County Community Development Department
110 South 9th Avenue, Wauchula, FL 33873
(863) 767 1964

A:\DECISION-\VARIANCE\LOTT/04-December, 2025

AGENDA ITEM NO. 13.A

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, County Manager's Office
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**John Bohde, Polk County Deputy County Manager** - Interlocal Agreement for Medical Examiner's Office

SUGGESTED ACTION:

- Motion to approve the agreement between the County and Polk County, Florida for expansion and renovation of the Polk County Medical Examiner's Facility in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

M.E. State Approps. Background.pdf
M.E. Slides.pdf
Hardee County Interlocal Agreement for Medical Examiner Facility Expansion & Renovation.docx

Medical Examiner's Facility Expansion and Renovation

This project includes:

- **Design and construction** of a new 12,000-square-foot office, breezeway, and morgue. Design contract awarded to PBK Architects, Florida on Sept. 2, 2025, for $993,550.
- **Renovation** of the existing 12,500-square-foot office, breezeway, and morgue located at 1021 Jim Keene Boulevard, Winter Haven, FL. Construction Manager at Risk (CMAR) negotiations with Rodda Construction, Inc., was authorized by the Polk County Board of County Commissioners on Nov. 18, 2025.
- The estimated project cost is **$15.5 million.**



Background

The current facility, built in 2003, no longer meets the growing operational demands of the 10th Judicial Circuit of Florida, which includes **Polk, Hardee, and Highlands Counties.** In the past two years, the Medical Examiner's Office has conducted more than 1,355

autopsies, a number which is expected to increase by 45% during the next 20 years due to the population growth of the three counties and the increased caseload complexity.

The current building is showing signs of structural and operational fatigue and fails to meet the administrative and operational standards required to efficiently serve the region's growing needs. The facility's limitations impact the timely and effective performance of critical medical examiner functions, which are vital to public health, law enforcement investigations, and judicial processes.

Funding Commitments

This project represents a collaborative effort among local and state governments:

- **Polk County:** $10,500,000 committed
- **Hardee County:** $500,000 committed
- **Highlands County:** $1,500,000 committed
- **State of Florida Appropriation:** $3,000,000

This partnership highlights the shared responsibility of supporting this critical state operation, with the counties collectively contributing $12.5 million toward the $15.5 million total project cost.

Conclusion

Investing in the expansion and renovation of the Polk County Medical Examiner's Facility is vital to maintaining the efficiency, effectiveness, and quality of forensic and medical services for the 10th Judicial Circuit. This project represents a proactive approach to addressing current deficiencies and preparing for future demands while fostering collaboration between state and local governments.

Contact:



Keith Tate

Facilities Management Director



(863) 534-5511

KeithTate@polk-county.net

POLK COUNTY

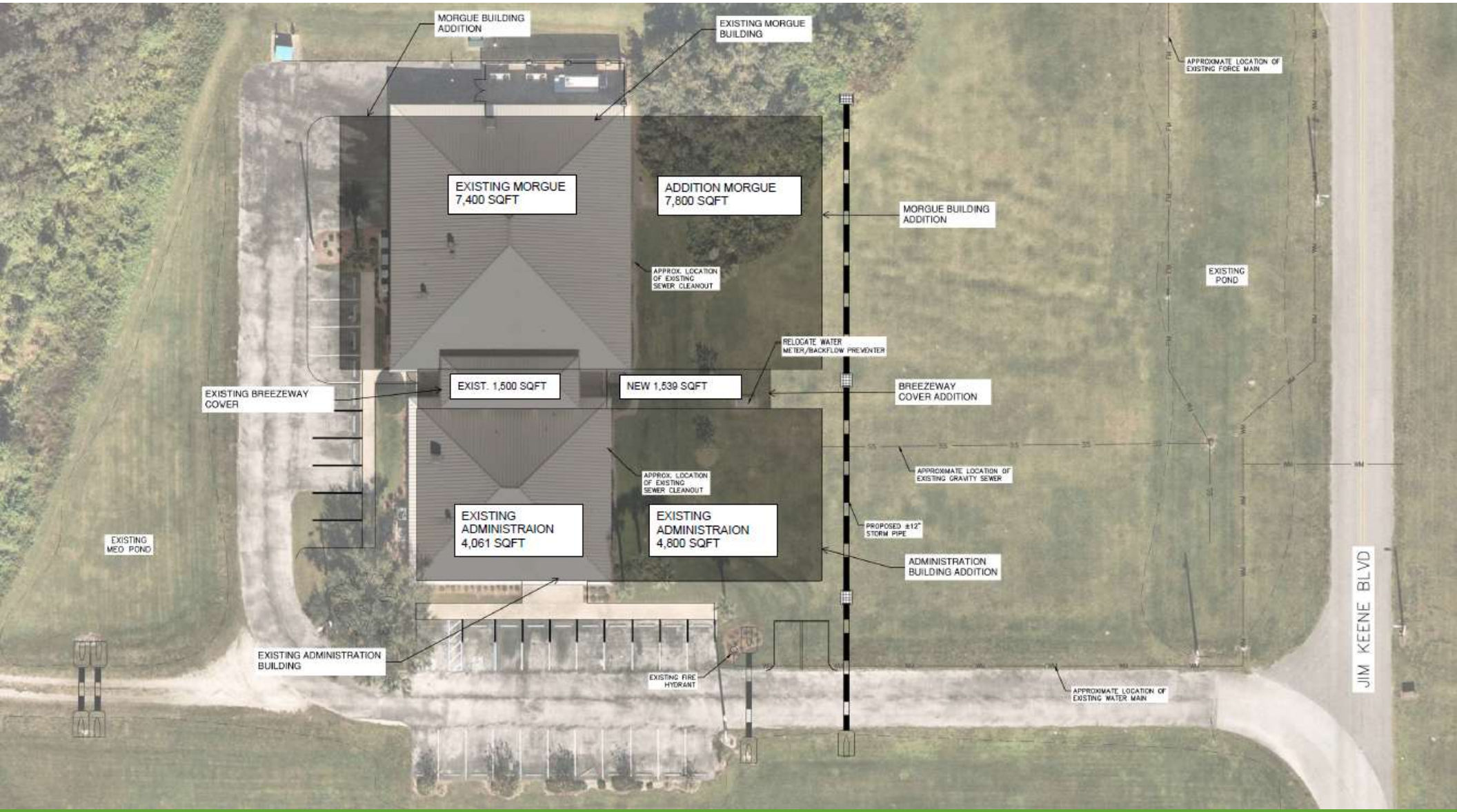
District 10 Medical Examiner's Office Expansion & Renovation

Polk County Board of County Commissioners

Area Map


10th District Medical Examiners Office
Green Swamp Wilderness Preserve
Lake Buena Vista
Hunters Creek
Lake Hart
Four Corners
Green Pond
Kissimmee
Narcoossee
St Cloud
Mangolia Square
Zephyrhills
Crystal Springs
Socrum
Polk City
Davenport
Poinciana
Gibsonia
Haines City
Auburndale
Lakeland
Plant City
Cypress Gardens
Kissimmee Chain Of Lakes
Lakeland Highlands
Mulberry
Bartow
Lake Wales
Lithia
Homeland
Babson Park
Indian Lake Estates
Bradley
Brewster
Fort Meade
Frostproof
River Ranch
Fort Lonesome
Bowling Green
Avon Park Lakes
Alpine
Fort Green
Duette
Avon Park
The Village of Charlie Creek
Wauchula


Polk County :
Emergency Management
Jeepin with Judd
10 th District Medical
Examiners Office
Temple Cir E
Jim Keene Blvd
Winter Lake Rd
540
Winter Lake Rd
540


MORGUE BUILDING ADDITION
EXISTING MORGUE BUILDING
APPROXIMATE LOCATION OF EXISTING FORCE MAIN
EXISTING MORGUE 7,400 SQFT
ADDITION MORGUE 7,800 SQFT
MORGUE BUILDING ADDITION
APPROX. LOCATION OF EXISTING SEWER CLEANOUT
EXISTING POND
RELOCATE WATER METER/BACKFLOW PREVENTER
EXISTING BREEZEWAY COVER
EXIST. 1,500 SQFT
NEW 1,539 SQFT
BREEZEWAY COVER ADDITION
APPROX. LOCATION OF EXISTING SEWER CLEANOUT
APPROXIMATE LOCATION OF EXISTING GRAVITY SEWER
EXISTING ADMINISTRAION 4,061 SQFT
EXISTING ADMINISTRAION 4,800 SQFT
PROPOSED ±12" STORM PIPE
EXISTING MEO POND
ADMINISTRATION BUILDING ADDITION
JIM KEENE BLVD
EXISTING ADMINISTRATION BUILDING
EXISTING FIRE HYDRANT
APPROXIMATE LOCATION OF EXISTING WATER MAIN



Estimated Project Cost: $15,500,000



Thank You!

INTERLOCAL AGREEMENT BETWEEN
POLK COUNTY, FLORIDA AND HARDEE COUNTY, FLORIDA
FOR EXPANSION AND RENOVATION OF THE POLK COUNTY MEDICAL EXAMINER'S FACILITY

This AGREEMENT is made and entered into by and between Hardee County, Florida, a political subdivision of the State of Florida, whose address is 412 West Orange Street, Wauchula, Florida 33873 ("HARDEE COUNTY") and Polk County, a political subdivision of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33830 ("POLK COUNTY"). HARDEE COUNTY, and POLK COUNTY are referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, POLK COUNTY and HARDEE COUNTY are authorized under Chapter 163, Florida Statutes, to enter into an Interlocal Agreement to make the most efficient use of their respective powers, resources, authorities and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services provided for herein in a manner that will best utilize existing resources, powers and capabilities available to each of them; and

WHEREAS, the District 10 Medical Examiner's Office, located at 1021 Jim Keene Blvd, Winter Haven Florida, 33880 (the "Medical Examiner's Office") serves POLK COUNTY, HARDEE COUNTY, and Highlands County; and

WHEREAS, POLK COUNTY is the fastest growing county in Florida and one of the fastest growing counties in the country; and

WHEREAS, as a result of the population growth, the Medical Examiner's Office has outgrown its current facility; and

WHEREAS, A feasibility study, completed by Furr, Wegman and Banks Architects on March 5, 2024, confirmed the need for expansion; and

WHEREAS, the estimated construction cost for a suitable expansion is Fifteen Million Five Hundred Thousand Dollars ($15,500,000.00); and

WHEREAS, POLK COUNTY solicited for professional services via Request for Proposal (RFP) 25-186 for "Architectural and Engineering Services for Medical Examiner's Office Expansion," and;

WHEREAS, Pursuant to RFP 25-186, POLK COUNTY selected PBK Architects Florida, Inc. (formerly Harvard Jolly, Inc.) to undertake the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY and PBK Architects Florida, Inc. entered into an

Architectural & Engineering Services Agreement on September 2, 2025, for the expansion and renovation of the Medical Examiner's Office; and

WHEREAS, POLK COUNTY issued the Notice to Proceed on October 2, 2025; and

WHEREAS, HARDEE COUNTY has agreed to contribute toward the Medical Examiner's Office expansion and renovation in the amount of Five Hundred Thousand Dollars ($500,000.00); and

WHEREAS, POLK COUNTY and HARDEE COUNTY desire to have a formal written agreement for the expansion and renovation of the Medical Examiner's Office; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

ARTICLE I
RECITALS, AUTHORITY, PURPOSE, AND DEFINITIONS

1.1 **Recitals.** The foregoing recitals are incorporated herein by reference as if recited in full and serve as a factual stipulation upon which the Parties agree is the basis for this Agreement.

1.2 **Authority.** This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law

1.3 **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which HARDEE COUNTY shall contribute to the funding of the Medical Examiner's Office expansion and renovation.

1.4 **Definitions.** The capitalized terms contained herein shall be defined as set forth in the above recitals or as specified in the following paragraphs.

ARTICLE II
AGREEMENT

2.1 **HARDEE COUNTY'S Obligations Under this Agreement.** HARDEE COUNTY hereby agrees to assist POLK COUNTY with the Medical Examiner's Office expansion and renovation. HARDEE COUNTY shall provide POLK COUNTY with a total payment of Five Hundred Thousand Dollars ($500,00.00) to be paid in two equal installments as follows:

A. The first installment of Two Hundred Fifty Thousand Dollars ($250,000.00) shall be paid within thirty (30) days after the start of the fiscal year beginning January 1, 2026; and
B. The second installment of Two Hundred Fifty Thousand Dollars ($250,000.00) shall be paid within ninety (90) days after the start of the fiscal year beginning October 1, 2026.

2.2 **POLK COUNTY'S Obligations Under this Agreement.** POLK COUNTY shall diligently pursue the completion of the expansion and renovation being financed with the proceeds of this Agreement. POLK COUNTY shall use all funds provided by HARDEE COUNTY

under this Agreement solely for the expansion and renovation of the Medical Examiner's Office.

2.3 **Payment Terms**.

A. POLK COUNTY shall issue the first invoice no later than thirty (30) days after January 1, 2026.
B. POLK COUNTY shall issue the second invoice no later than thirty (30) days after October 1, 2026.
C. HARDEE COUNTY shall remit payment within sixty (60) days upon receipt of a proper invoice.

2.4 **Audit Records**. Pursuant to Section 129.07 F.S., and Section 163.01(11), F.S., POLK COUNTY shall maintain accurate financial records of all funds received and expended under this agreement for five (5) years. If any expenditure is found to be inconsistent with this Agreement, POLK COUNTY shall reimburse HARDEE COUNTY for the disallowed amount within sixty (60) days of written notice.

ARTICLE III
MISCELLANEOUS PROVISIONS

3.1 **Notice.** Whenever a Party desires to give notice to any other Party, it must be given by written notice delivered: (i) via registered or certified United States mail, postage prepaid with return receipt requested or (ii) via nationally recognized overnight delivery service and addressed to the Party for whom it is intended at the place last specified by each Party. Notices hereunder may also be delivered by counsel. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving of notice:

3.1.1 Notices to POLK COUNTY shall be:

Chairman
Polk County Board of County Commissioners
P.O. Box 9005
Bartow, Florida 33830

With a copy to:

County Attorney
Polk County Board of County Commissioners
P.O. Box 9005, Drawer AT01
Bartow, Florida 33830

3.1.2 Notices to HARDEE COUNTY shall be:

County Administrator Hardee County Board of County Commissioners
412 West Orange Street
Wauchula, FL 33873

With a copy to:

County Attorney
Hardee County Board of County Commissioners

412 West Orange Street
Wauchula, FL 33873

3.2 **Severability.** If any section, phrase, sentence or portion of this Agreement is, for any reason, held to be invalid by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

3.3 **Effective Date.** Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall be effective upon the recording of the fully executed Agreement with the Clerks of the Circuit Court of POLK and HARDEE COUNTIES, whichever is last.

3.4 **Days.** The term days in this Agreement shall mean calendar days unless otherwise so noted. If a date for performance falls on a Saturday, Sunday or legal State of Florida or federal holiday, the date for performance shall be extended until the next calendar day that is not a Saturday, Sunday or federal holiday.

3.5 **Limitation of Liability.** IN NO EVENT, SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE DEFAULTING PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

3.6 **Waiver.** A waiver by any Party of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by any Party with the knowledge of any other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

3.7 **Attorneys' Fees and Costs.** Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

3.8 **Modification or Extension.** This Agreement may only be modified or extended in time by a written amendment properly executed by the Parties. No oral modifications will be effective or binding.

3.9 **Integration.** This Agreement sets forth the entire agreement between the Parties with respect to its subject matter and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters stated herein, whether written or oral.

3.10 **Counter parts.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which collectively shall form a single agreement.

3.11 **Indemnification.** To the extent permitted by law, and without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each Party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorney's fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying Party's failure to comply with the provisions of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of either Party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

3.12 **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be interpreted, governed by, construed under, and enforced in accordance with the applicable laws of the State of Florida.

3.13 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors and/or assigns of the Parties hereto.

3.14 **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.15 **Disclaimer of Third-Party Rights.** Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than POLK COUNTY and HARDEE COUNTY.

3.16 **Termination.** Any Party may terminate this Agreement, of convenience upon ninety days written notice to the other, or for cause if the other party materially breaches this Agreement and fails to cure such a breach within thirty (30) days written notice of such a breach.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have made and executed this Agreement on the date indicated below.

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Russel Melendy, Chairman

Date: _____

ATTEST:
Jerome Kaszubowski, Clerk of the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By: _____

County Attorney's Office

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
T.R. Wilson, Chairman

Date: _____

ATTEST:
Stacy M. Butterfield, Clerk to the Board

By: _____

Print Name:

Title: _____

(SEAL)

Reviewed as to Form and Legal Sufficiency

By:_____

County Attorney's Office

AGENDA ITEM NO. 13.B

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Community Development Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Todd Miller, Community Development Director & Central Florida Regional Planning Council -** Resolution 2026-06 - Administrative Authority for Plat or Replat Submittals

SUGGESTED ACTION:

- Motion to approve Resolution 2026-06, A Resolution of the Board of County Commissioners of Hardee County, Florida, designating an administrative authority to receive, review and process the plat or replat submittal; designating an administrative official responsible approving, approving with conditions, or denying the proposed plat or replat; addressing commencement of new subdivision standards in city code amendments as soon as reasonably possible to ensure legal compliance; providing an effective date.

ATTACHMENTS:

Reso. No. 2026-06 Administrative Approval for Final Plats 110625-combined.pdf

HARDEE COUNTY
REQUIRED ADMINISTRATIVE APPROVAL OF FINAL PLATS

TO:	Hardee County Board of County Commissioners
PREPARED BY:	Central Florida Regional Planning Council
AGENDA DATE:	December 4, 2025
REQUESTED ACTION:	**Approval of the Resolution designating the County Manager as the administrative authority responsible for issuing final administrative approval of a plat or replat submittal consistent with Senate Bill 784 (Chapter 2025-164, Laws of Florida)**

BACKGROUND:

- On June 20, 2025, the Governor approved Senate Bill 784 and subsequently filed in the Office of the Florida Secretary of State as Chapter 2025-164, Laws of Florida (see attached).

- Among other changes related to platting, this new law requires the approval of plats and replats for the subdivision of land by an administrative authority.

- This new law defines the term "administrative authority" as a department, division, or other agency of the county or municipality and for the purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager or other high-ranking county or city department or division director with direct or indirect oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

- The Unified Land Development Code of Hardee County addresses the administration and enforcement of the County's Subdivision Standards in Section 9.11.00 "Subdivision Platting Requirements".

- Chapter 2025-164 took effect on July 1, 2025, making it necessary for the Board of County Commissioners to designate an administrative officer or employee ahead of a broader package of Land Development Code amendments to ensure compliance with this and other recent State legislation affecting the county and municipal development review processes that have subsequently been signed into law.

RESOLUTION:

- The attached resolution designates the Planning and Zoning Department as the administrative authority responsible for receiving and reviewing all plat and replat applications and the County Manager or designee as the administrative official with the authority to approve, approve with conditions, or deny plat or replat applications submitted to the County.

- The Resolution recognized that the County will initiate amendments to the Land Development Code to ensure compliance with Chapter 2025-164, Laws of Florida, as soon as reasonably possible.

PUBLIC HEARING:

MOTION OPTIONS:

1. I move **to approve the Resolution** regarding the administrative approval of final plats.

2. I move **approve with changes the Resolution** regarding the administrative approval of final plats.

3. I move **continuation to a date and time certain**.

Attachments:
Resolution
Florida Senate Bill 784 (Laws of Florida 2025-164)

CHAPTER 2025-164

Committee Substitute for Committee Substitute for Committee Substitute for Senate Bill No. 784

An act relating to platting; amending s. 177.071, F.S.; requiring that certain plat or replat submittals be administratively approved with no further action by certain entities under certain circumstances; requiring the governing body of such county or municipality to designate an administrative authority to receive, review, and process plat or replat submittals; providing requirements for such designation; defining the term "administrative authority"; requiring the administrative authority to submit a certain notice to an applicant; providing requirements for such notice; requiring the administrative authority to approve, approve with conditions, or deny a plat or replat submittal in accordance with the timeframe in the initial written notice to the applicant; requiring the administrative authority to notify the applicant in writing if it declines to approve a plat or replat submittal; requiring that the written notification contain the reasons for denial and other information; prohibiting the administrative authority or other official, employee, agent, or designee from requesting or requiring that the applicant request an extension of time; amending s. 177.111, F.S.; conforming provisions to changes made by the act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 177.071, Florida Statutes, is amended to read:

177.071 Administrative approval of plats ~~plat~~ by designated county or municipal official ~~governing bodies~~.—

(1)(a) A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

(b) As used in this section, the term "administrative authority" means a department, division, or other agency of the county or municipality. For purposes of issuing a final administrative approval of a plat or replat submittal, the term also includes an administrative officer or employee designated by the governing body of a county or municipality, including but not limited to, a county administrator or manager, a city manager, a deputy county administrator or manager, a deputy city manager, an assistant county administrator or manager, an assistant city manager, or other high-ranking county or city department or division director with direct or indirect

oversight responsibility for the county's or municipality's land development, housing, utilities, or public works programs.

(2) Within 7 business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with s. 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

(3) Unless the applicant requests an extension of time, the administrative authority shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2). If the administrative authority does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The administrative authority, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

(4)~~(1)~~ Before a plat or replat is offered for recording, it must be administratively approved as required by this section ~~by the appropriate governing body~~, and evidence of such approval must be placed on the plat or replat. If not approved, the governing body must return the plat or replat to the professional surveyor and mapper or the legal entity offering the plat or replat for recordation. For the purposes of this part:

(a) When the plat or replat to be submitted for approval is located wholly within the boundaries of a municipality, the ~~governing body of the~~ municipality has exclusive jurisdiction to approve the plat or replat.

(b) When a plat or replat lies wholly within the unincorporated areas of a county, the ~~governing body of the~~ county has exclusive jurisdiction to approve the plat or replat.

(c) When a plat or replat lies within the boundaries of more than one county, municipality, or both ~~governing body~~, two plats or replats must be prepared and each county or municipality ~~governing body~~ has exclusive jurisdiction to approve the plat or replat within its boundaries, unless each county or municipality with jurisdiction over the plat or replat agrees ~~the governing bodies having said jurisdiction agree~~ that one plat is mutually acceptable.

(5)~~(2)~~ Any provision in a county charter, or in an ordinance of any charter county or consolidated government chartered under s. 6(e), Art. VIII of the

State Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of any such inconsistency.

Section 2. Section 177.111, Florida Statutes, is amended to read:

177.111 Instructions for filing plats ~~plat~~.—After the approval by the appropriate administrative authority ~~governing body~~ required by s. 177.071, the plat or replat must ~~shall~~ be recorded by the circuit court clerk or other recording officer upon submission thereto of such approved plat or replat. The circuit court clerk or other recording officer shall maintain in his or her office a book of the proper size for such papers so that they will ~~shall~~ not be folded, to be kept in the vault. A print or photographic copy must be filed in a similar book and kept in his or her office for the use of the public. The clerk shall make available to the public a full size copy of the record plat or replat at a reasonable fee.

Section 3. This act shall take effect July 1, 2025.

Approved by the Governor June 20, 2025.

Filed in Office Secretary of State June 20, 2025.

HARDEE COUNTY
RESOLUTION NO: 2026-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA DESIGNATING AN ADMINISTRATIVE AUTHORITY TO RECEIVE, REVIEW AND PROCESS THE PLAT OR REPLAT SUBMITTAL; DESIGNATING AN ADMINISTRATIVE OFFICIAL RESPONSIBLE APPROVING, APPROVING WITH CONDITIONS, OR DENYING THE PROPOSED PLAT OR REPLAT; ADDRESSING COMMENCEMENT OF NEW SUBDIVISION STANDARDS IN CITY CODE AMENDMENTS AS SOON AS REASONABLY POSSIBLE TO ENSURE LEGAL COMPLIANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 20, 2025, Senate Bill 784 was signed into law and codified as Chapter 2025-164, Laws of Florida, which provided for, among other statutory amendments, amending Section 177.071, *Florida Statutes*, to require all plat or replat submittals be administratively approved by the county or municipality; and

WHEREAS, Hardee County (the "County") is required to designate an administrative authority to receive, review, and process the plat or replat submittal and to designate an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat; and

WHEREAS, the Board of County Commissioners (the "Board") wish to comply with state law requirements by designating the Planning and Zoning Department as the administrative authority responsible for receiving and reviewing all plat and replat applications; and

WHEREAS, the Board further designates the County Manager or designee as the administrative official with the authority to approve, approve with conditions, or deny plat or replat applications submitted to the County; and

WHEREAS, the Article 9 of the County's Unified Land Development Code ("ULDC")addresses requirements for plat and replat submission, review and approval procedures that are not in compliance with Section 177.071, F.S. effective July 1, 2025 ; and

WHEREAS, in order to ensure compliance with the statutory amendment, the Board hereby finds it to be in the best interests of the County to adopt this Resolution designating the Planning and Zoning Department as the administrative authority and the County Manager or designee as the administrative official until amendments to the respective ULDC provisions are adopted and effective.

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

SECTION 1. RECITALS. The foregoing "WHEREAS" clauses are hereby adopted, ratified, and confirmed as being true and correct and are made a specific part of this Resolution as the Board of County Commissioner's legislative findings and intent pertaining to this Resolution.

SECTION 2. DESIGNATION OF ADMINISTRATIVE AUTHORITY AND ADMINISTRATIVE OFFICIAL. The Board of County Commissioners hereby designates the Planning and Zoning Department as the administrative authority responsible for receiving and reviewing all plat and replat applications and County Manager or designee as the administrative official with the authority to approve, approve with conditions, or deny plat or replat applications submitted to the County.

SECTION 3. UNIFIED LAND DEVELOPMENT CODE AMENDMENTS. The County will initiate amendments to the Unified Land Development Code to ensure compliance with Section 177.071, F.S. , as soon as reasonably possible.

SECTION 4. CONFLICTS. If any word, sentence, clause, phrase, or provision of this Resolution, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Resolution shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon passage.

APPROVED AND ADOPTED this ____ day of _____, 2025.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

By:_____
Russell A. Melendy, Chairman

(Seal)

By:_____
Victoria L. Rodgers
Ex-Officio Clerk to the Board of County Commissioners

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

AGENDA ITEM NO. 13.C

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Purchasing Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Colton English, Procurement Manager -** USDA Lease Amendment #3

SUGGESTED ACTION:

- Motion to approve Lease Amendment #3 to the lease agreement between the County and the United States Department of Agriculture for office space located at 316 North 7th Avenue in Wauchula, Florida; in substantially the attached form, subject to approval by the County Attorney and authorization for the County Manager or Chair to sign any necessary documents in furtherance thereof.

ATTACHMENTS:

Memo - USDA Lease Amend and Extend.pdf
Lease Amendment No.3.pdf
Back up for Lease Amendent No.3.pdf

Hardee County
FLORIDA

Procurement

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Colton English, Procurement Manager

Subject: Lease Amendment No. 3 – United States Department of Agriculture

Date: December 04, 2025

This item is to request approval of **Lease Amendment No. 3** with the **United States Department of Agriculture (USDA)** for the property located at **316 N. 7th Avenue, Wauchula, Florida 33873**.

The amendment extends the current lease term through **August 31, 2029**. Under the new terms, the USDA will continue leasing the existing space from **Hardee County** at the following rates, payable in monthly installments in arrears:

- **September 1, 2024 – September 30, 2024:** $15.00 per rentable square foot (RSF)
- **Effective October 1, 2024:** $20.00 per rentable square foot (RSF)
  - **Shell (2,970 Rentable Square Foot) $10 per RSF = $29,700**
  - **Operating (HVAC, Utilities, Facilities) $10 per RSF = $29,700**
  - **For a total of $59,400.00 Annually**
- Security is listed on the lease but not paid to us.
- Arrears will be paid out by USDA once lease documents are signed.

All other provisions of the existing lease will remain unchanged.

Staff recommends that the Board approve **Lease Amendment No. 3** with the United States Department of Agriculture extending the lease through August 31, 2029.

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

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT No. 3 TO LEASE NO. Hardee County FL
ADDRESS OF PREMISES 316 N 7TH AVE WAUCHULA, FL 33873	GREX DELEGATION NO.: DFL06626-003

THIS AMENDMENT is made and entered into between **Hardee County Board of Commiss**
whose address is: **205 Hanchey Rd, Wauchula, FL 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the term of the Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 9/1/2024 as follows:

A. Paragraph 2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"To Have and To Hold the said Premises with its appurtenances for the term beginning upon 9/1/2021 through 8/31/2029, subject to termination and renewal rights as may be hereinafter set forth."

Rentable Square Footage (RSF) remains 2,970 and ANSI/BOMA Square Footage (ABOA) remains 2,970.

This Lease Amendment contains 8 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____

Name: _____

Title: _____

Entity: _____

Date: _____

FOR THE GOVERNMENT:

Signature: _____

Name: Theresa Black

Title: Lease Contracting Officer

United States Department of Agriculture, USDA

Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: _____

Date: _____

B. Paragraph 3 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	EFFECTIVE 9/1/2024	EFFECTIVE 10/1/2024
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	$45,750.00	$ 29,700.00
OPERATING COSTS*	$0.00	$ 29,700.00
SECURITY	$1,200.00	$1,200.00
ANNUAL RENT	**$45,750.00**	**$ 59,400.00**

*Annual Rental Rate (rounded) of **$15.00** per RSF reflects rental rate breakdown as follows:*
*Shell Rent **$15.00** per RSF (rounded)*
*Operating Costs **$0.00** per RSF (rounded)*

*Annual Rental Rate (rounded) of **$20.00** per RSF reflects rental rate breakdown as follows:*
*Shell Rent **$10.00** per RSF (rounded)*
*Operating Costs **$10.00** per RSF (rounded)*
IDS Monitoring $100.00 per month

C. The clauses contained in the attachment "Additional FAR and GSAR Clauses for Lease Extensions and Renewals" are hereby attached to and incorporated into the Lease.

D. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www/sam.gov) upon receipt of this Lease Amendment. Registration needs to indicate Purpose as "All Awards" and NAICS Code of "531120". The Government will not process rent payments to Lessors without an active/updated SAM registration.

FAR AND GSAR CLAUSES FOR LEASE EXTENSIONS (MAY 2025)

The following clauses are hereby incorporated into the Lease and replace any prior versions of these clauses contained in the Lease or its attachments:

1) 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

This clause is incorporated by reference.

2) 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)

This clause is incorporated by reference.

3) 52.204-30 Federal Acquisition Supply Chain Security Act Orders - Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in p-

-

, means—

(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and

business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.

Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.

Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA orders as follows:

(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.

(ii) For all other solicitations and contracts DHS FASCSA orders apply.

(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resultant contract.

(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor shall disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The contracting officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor shall review *SAM.gov* at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor shall submit a report to the contracting office as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.

(ii) If a report is required to be submitted to a contracting office under (c)(3)(i) of this clause, the Contractor shall submit the report as follows:

(A) If a Department of Defense contracting office, the Contractor shall report to the website at *https://dibnet.dod.mil*.

(B) For all other contracting offices, the Contractor shall report to the Contracting Officer.

(4) The Contractor shall report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or source subject to a FASCSA order;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor shall describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.

(d) *Removal.* For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that is subject to an applicable FASCSA order.

(e) *Subcontracts.*

(1) The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.

(2) The Government may identify in the solicitation additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor shall notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the solicitation that are not in SAM apply to the contract and all subcontracts.

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPR (41 CFR) 1-16.601	**U.S. GOVERNMENT** **LEASE FOR REAL PROPERTY**

DATE OF LEASE	OCT 18 2011	LEASE NO. Hardee County FL

THIS LEASE, made and entered into this date by and between: Hardee County Board of County Commissioners

Whose address is 412 W Orange Street Suite 103
Wauchula FL 33873

and whose interest in the property hereinafter described is that of an Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 2,970 Rentable Square Feet (RSF) and 2,970 ANSI/BOMA Office Area Square Feet of office and related space at 110 West Oak Street.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a FIVE (5) YEAR TERM beginning September 1, 2011 and one 5-Year Lease Renewal Option, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of $44,550.00 at the rate of $3,712.50 per month in arrears ($15.00.per rentable square foot = Shell Rent – $10.62 + Operating Costs - $4.38). Rent checks shall be made payable to: Hardee County Bard of County Commisioners, whose address is listed above.

4. The Government may terminate this lease at any time by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination the lease in whole or in part. The said notice shall be computed commencing with the day after the date of mailing..

5. This lease may be renewed at the option of the Government for one five-year term at $15.00 per rentable square foot. Provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

All services, improvements, alterations, repairs, and utilities as defined by this lease and it's attachments hereto and are included as a component of the rental considerations.

RECEIVED
NOV 2 2 2011
HARDEE COUNTY BOCC

2011-2016

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO)
2. GSA Form 1217 Lessor's Annual Cost Statement, 2 pages
3. GSA Form 3517 – General Conditions
4. GSA Form 3518 – Represenations and Certifications
5. GSA Form 3516 – Solicitation prvisions
6. Green Lease Amendment
7. Fire & Casualty Damage Clause Modification
8. Floor Plan

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Hardee County Board of County Commissioners

BY Clayton H. Allbritton Jr. _____
(Signature) (Signature)

IN PRESENCE OF:

Sandra Meeks 412 W. Orange St. #103, Wauchula FL 33873
(Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY _____ Contracting Officer/Realty Specialist
(Signature) (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

RECEIVED
NOV 22 2021
HARDEE COUNTY BOCC

Expires 8-31-2021

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 1 $3812.50 TO LEASE NO. GS-Hardee County, FL

ADDRESS OF PREMISES ~~110 West Oak Street~~, Wauchula, FL 33873
316 North 7th Ave

THIS AGREEMENT, made and entered into this date by and between Hardee County Board of County Commissioners

whose address is **412 W Orange Street, Suite 103; Wauchula, FL 33873**

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

1. This lease amendment is issued to exercise the one time, five year renewal option pertaining to the U.S. Government Lease for the Hardee County, Florida USDA Service Center Lease; dated 10/18/2011
2. ~~Effective September 1, 2016 through August 31, 2021~~, the government will continue to lease 2,970 rentable square feet of space at an annual amount of $45,750.00 at the rate of $3,812.50 (representing $15.00 per square foot + $100 for security monitoring)
3. The Lessor must have an active registration in the System for Award Management (SAM), formally Central Contractor Registration (CCR) System (via the Internet at *http://www.sam.gov*) prior to lease approval and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.
4. Pursuant U.S. Government Lease for Real Property, dated 10/18/2011, paragraph 4, the Government reserves the right to terminate this lease or decrease the amount of space at any time by giving at least 120 days notice in writing.
5. The Lessor shall furnish to the Government, as part of the rental considerations, all of the items listed on the attached form labeled "Exhibit 1". Exhibit one must be initialed by lessor and will become part of the lease.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Colon Lambert
Name: Colon Lambert
Title: Chairman
Entity Name: Hardee County
Date: 12-8-16

FOR THE GOVERNMENT:

Signature:
Name: Michael Hajjar
Title: ~~Lease~~ Contracting Officer
Date: DEC 08 2016

WITNESSED FOR THE LESSOR BY:

Signature: Sandy Meeks
Name: Sandy Meeks
Title: Office Manager
Date: 12-8-16

EXHIBIT 1

U.S. GOVERNMENT LEASE FOR PROPERTY IN HARDEE COUNTY FLORIDA

Hardee County Board of County Commissioners will provide the following as part of the lease agreement with USDA.

Request that these services be provided by 3/1/2017

1. The Government requests that the lessor paint the entire space that USDA Occupies.

2. The Government requests that the lessor provide new carpeting for the entire space that USDA occupies.

3. The Government requests that defective door knobs and locks be replaced.

4. The Government requests all damaged ceiling tiles within UDSA be replaced.

5. The Government requests that the counter at the USDA entrance/reception area be made ABBAS/ADA Compliant. It must be wide enough to allow wheel chair access.

6. The Government requests an upgrade in security;
   a. Request that a security alarm be installed for the USDA space.
   b. Request that security cameras be installed outside of the USDA space.

Initials Lessor _____ Government _____ DEC 08 2016

United States Department of Agriculture

Farm and Foreign Agricultural Services

Farm Service Agency

1400 Independence Avenue, SW
Stop 0562
Washington, DC
20250

December 12, 2016

Hardee County Board of County Commiss.
412 W Orange Street, Suite 103
Wauchula, FL 33873

NOTICE TO PROCEED;
Hardee County USDA Service Center; Wauchula, Florida

Dear Lex Albritton,

This memo serves as is your notice to proceed (NOI) with the Hardee County USDA Service Center project, in Wauchula, Florida, in accordance with the lease amendment #1, executed by USDA on December 8, 2016. The work performed was specified on Exhibit 1, which is part of the referenced amendment.

The Government grants the Lessor 90 days upon receipt of this notice to complete all of the work. There are to be **NO** changes from the agreed upon design without prior written approval by the Contracting Officer or his/her duly authorized representatives.

Notwithstanding the Government's review of the scope of work, the Lessor is solely responsible and liable for the technical accuracy of the design in meeting all performance requirements and provisions of the lease, local codes and building ordinances and compliance with the accessibility standards.

The amendment for the lease renewal, along with Exhibit 1, is enclosed with this letter. The lease is hereby renewed though August 31, 2021. All other terms and conditions of the lease shall remain in full force and effect.

If you have any questions, please contact me at (202) 401-0041 or email me at michael.hajjar@wdc.usda.gov.

Sincerely,

Michael Hajjar
Realty Specialist

Enclosure: Amendment to Lease confirming lease renewal.

USDA is an Equal Opportunity Provider and Employer.

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT **No. 2** TO LEASE NO. **GS_Hardee County, FL**
ADDRESS OF PREMISES **316 N 7th Ave** **Wauchula, Florida 33873**	PDN Number: **N/A**

HARDEE CLERK TO BOARD

THIS AMENDMENT is made and entered into between **Hardee County Board of County Commissioners**

whose address is: **412 W Orange Street, Suite 103; Wauchula, Florida 33873**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend lease term.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1. Effective upon execution by the Government, the lease period of the above described premises will be extended from **September 1, 2021** through **August 31, 2024**.

2. **Effective September 1, 2021**, the Government will pay the Lessor annual rent of **$45,750.00** payable at the rate of **$3,812.50** per month (representing **$15.00** per square foot for **2,970** net rentable square feet and **$100** per month for Security Monitoring) in arrears.

3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page...)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Russell A. Mckendy
Name: Russell A. Mckendy
Title: Bocc Chairman
Entity Name: Hardee County BOCC
Date: 4-15-2021

FOR THE GOVERNMENT:

Signature:
Name: Dawn L. Kirby
Title: Lease Contracting Officer, USDA
Date: 4/26/2021

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Danielle DeLeon
Title: Bocc Office Manager
Date: 4-15-2021

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
MAY 5, 2021

UNITED STATES DEPARTMENT OF AGRICULTURE **LEASE AMENDMENT**	LEASE AMENDMENT **No. 2** TO LEASE NO. **GS_Hardee County, FL**
ADDRESS OF PREMISES **316 N 7th Ave** **Wauchula, Florida 33873**	PDN Number: **N/A**

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whose address is: **412 W Orange Street, Suite 103; Wauchula, Florida 33873**

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3. The Lessor must have an active/updated registration in the System for Award Management (SAM) System (https://www.sam.gov) upon receipt of this lease Amendment. The Government will not process rent payments to Lessors without an active/updated SAM Registration.

(Continued on next page...)

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: Russell A Mckendy
Name: Russell A. McKendy
Title: BOCC Chairman
Entity Name: Hardee County BOCC
Date: 4-15-2021

FOR THE GOVERNMENT:

Signature:
Name: Darby L Kirby
Title: Lease Contracting Officer, USDA
Date: 4/26/2021

WITNESSED FOR THE LESSOR BY:

Signature:
Name: Danielle DeLyon
Title: BOCC Office Manager
Date: 4-15-2021

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
MAY 5, 2021

(Amendment continued...) ...parties covenant and agree that the said Lease is amended as follows:

4. Janitorial requirements now include the following:

Cleaning and Disinfecting requirements. The Lessor shall routinely wipe down all solid, high contact surfaces in common and high traffic areas using soap and water, followed by a disinfectant from the EPA-registered list of products. Cleaning staff shall use products in accordance with directions provided by the manufacturer, including the use of personal protective equipment (PPE), if applicable Disinfection application and products should be chosen so as to not damage interior finishes or furnishings.

"Routinely," for purposes of this section, is defined as no less than once daily. More frequent cleaning and disinfection may be required based on level of use.

Examples of common and high traffic areas include, but are not limited to, handrails, door knobs, key card scan pads, light switches, countertops, table tops, water faucets and handles, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls. Disinfected surfaces should be allowed to air dry.

INITIALS: _____ & _____
LESSOR GOVT

AGENDA ITEM NO. 13.D

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Budget and Finance
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Diane Moore, Budget Manager -** Resolution 2026-07 - Ambulance Purchase
SUGGESTED ACTION:	- Motion to approve Resolution 2026-07, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the purchase of an ambulance.

ATTACHMENTS:

Memo Revised.pdf
RESO Ambulance Amended.docx
ambuland lease fire.pdf
Ten-8 Ambulance Proposal Hardee County Fire Rescue 9.8.2025 (003).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: Ambulance Purchase

Date: November 24, 2025

Staff is requesting the Board's approval to purchase a Demers MXP170 ambulance on an F-450 diesel chassis. This unit is currently in stock and available for immediate delivery. Pricing is offered through the Florida Sheriffs Association Cooperative Purchasing Program, ensuring competitive and contract-compliant procurement.

To support the acquisition, Staff recommends utilizing a six-year financing agreement with Leasing 2, with annual payments structured within existing budget allocations. The FY26 Emergency Medical Services budget includes $40,000, and the Fire Control budget includes $40,000. The proposed annual payment aligns within these budgeted amounts. Under this financing approach, full ownership of the ambulance will be vested with the County upon completion of the payment schedule.

This method of financing has been successfully utilized for the last two ambulance purchases and remains a practical and cost-effective option. Financing was procured using a purchasing coop contract. Staff recommends approval of both the purchase and the proposed financing arrangement.

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

RESOLUTION NO. 2026-07

A RESOLUTION OF THE HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA, APPROVING THE PURCHASE OF AN AMBULANCE

WHEREAS, Hardee County has a need for the acquisition of an equipped ambulance;

WHEREAS, Hardee County has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment.

WHEREAS, Request for Proposal #2025-_____("RFP")_was issued on _____, 2025, seeking _____;

WHEREAS, Contractor Ten-8 Fire &Safety, LLC ("TEN") responded to the RFP with a proposal for the purchase of an Demers MXP170 ambulance equipped with options in the amount of $339,074.00;

WHEREAS, TEN's proposal was determined to be the most cost effective and pricing validation was completed by Hardee County;

WHEREAS, TEN also presented payment terms to complete the acquisition as outlined in Exhibit "B" including a 6-year lease term of the cost less a discount; and

WHEREAS, the acquired ambulance will be used solely for essential governmental functions and not for private business use.

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

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

Section 2. Approval. The Board of County Commissioners of Hardee County hereby approves the Purchase Agreement (incorporated and attached herein as Exhibit "A") and Payment Agreement (incorporated and attached herein as Exhibit "B").

Section 3. Execution. The Hardee County Manager is authorized to execute both the Purchase Agreement and Payment Agreement.

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

APPROVED AND ADOPTED this _____ date of November 2025, during a regular meeting of the Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM:

_____
Sarah Johnston
County Attorney

LEASE FINANCING PROPOSAL

Requested by

Jason Adair

Representing

TEN-8 FIRE & SAFETY

Presented To (As Lessee)

Hardee County, FL

		Option 1	Option 2	Option 3
Proposal Date:	July 15, 2024			
Equipment Description:	(1) Demers MXP170 F450 4x2 Ambulance			
Commencement Date:	August 15, 2024			
Equipment Cost:		$349,673	$349,673	$349,673
Escrow Discount:		$7,640	$7,640	$7,640
Amount Financed:		$342,033	$342,033	$342,033
Lease Term:		5 Years	6 Years	7 Years
First Payment Date:		8/15/2025	8/15/2025	8/15/2025
Payment Frequency:		Annual	Annual	Annual
Net Effective Rate:		4.97%	5.08%	5.16%
Interest Rate:		5.78%	5.78%	5.78%
Payment Amount:		$80,710.68	$69,075.31	$60,793.35

Truck funds available after February 15, 2025 to cover escrow discount (6 months)

Escrow discount is a conservative estimate based on today's rate and delivery schedule. Final amount will be determined at closing.

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Due to the current increasing rate markets, this proposal is valid under the following circumstances:
- The award is received within 30 days of the Proposal Date.
- The transaction is closed within 60 days off the Proposal Date.

If you are unable to award within 30 days, please contact us prior to your decision meeting date and we will provide a current proposal.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** Proceeds of this lease will be held in a vendor payable account until delivery/acceptance. Projected escrow earnings have been pre-applied to reduce the amount financed. Additional escrow earnings over estimate will accrue to Lessee minus escrow management costs of $750. Truck funds available after February 15, 2025 to cover escrow discount (6 months). The net effective rate reflects estimated escrow earnings. The actual Interest Rate on the reduced borrowing amount is provided below the Net Effective Rate.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Brad Meyers
Phone: 813-258-9888 x12
Email: bmeyers@leasing2.com
Web: www.leasing2.com

LEASING 2

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: July 15, 2024 **Option Chosen:** _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

Hardee County, FL
Name of Lessee

Authorized Signature	**Date**	**Title**
Printed Name Of Authorized Signature	**Last month of your budget year?**	
Contact Name *(If Different ThanAuthorized Signature)*	**Contact Phone**	**Contact Email**
Financial Contact Name *(Can be Treasurer or Clerk)*	**Contact Phone**	**Contact Email**

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / bmeyers@leasing2.com

25 IN BUSINESS OVER 25 YEARS LEASING 2

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. **Signed Proposal** - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. **Credit Application** - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. **Financing Agreement** - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

Equipment Proposal

Proposal # 118339

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 8, 2025 ("Proposal Date") **Customer: Hardee County Fire Rescue** ("Customer")

Customer Address: 149 K D Revell Rd. Wachula, FL 33873

Qty	Product Description & Options	Price
1	**Demers MXP170 on an F450 4x2 Diesel Chassis**	**$296,225.71**
1	**STF items - mini brow light, Stryker Powerload (no cot/stretcher), Whelen Howler**	**$33,999.39**
1	**STF labor install - mini brow light, Stryker Powerload install (no cot/stretcher), Howler**	**$2,737.80**
1	**Graphics by 24 Seven Graphics**	**$6,111.10**
	Per FSA 25VEF-19.0 item #222	
	Commercial chassis price is an estimate; final price is net price charged by the chassis manufacturer. **Total:	**$339,074.00**

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **3** (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

Other: Contingent on chassis reciept

Unless accepted within **35** days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: **Hardee County Fire Rescue**

By: _____

Title: _____

Print: _____

Date: _____

Ten-8 Fire & Safety, LLC

By:

Title: **Authorized Sales Representative**

Print: **Jason Adair**

Date: **9/8/2025**

EXHIBIT A

PROPOSAL OPTION LIST

Specification Summary

Reference:	QUO0000009953 **Rev:** 1	**Opportunity:**	The Villages (2)
Purchaser:	Ten-8 Fire Equipment, Inc.	**Account**	Ten 8 Fire Equipment
Contact:	Cindy Morgan	**Contact:**	Eric Wilcox
Address:	2904 59th Ave. Dr. East Brandenton, FL USA	**Billing Address:**	2904 59th Ave Dr E Bradenton, Florida 34203 United States
Telephone:		**Currency:**	USD
		Quotation Date:	2024-04-11
		Quote Exp Date:	2024-05-11
		Price Effective:	2024-04-11
Sales Contact:	Eric Wilcox	**Factory Contact:**	Chuck Burgess
Mobile:	4196158839	**Mobile:**	4196517924
Phone:			

Name	*Specifications*
Type I - MXP170 	Overall Length 294" - 311" (747 cm - 790 cm) Overall Width 95" (241 cm) Overall Height 110" (279 cm)** Headroom 72" (183 cm) Wheelbase 174" - 192" (442 cm - 488 cm)* Payload Capacity Up to 5500 lbs (2495 kg) *Depending on chassis selection **Total height of vehicle may differ according to chassis and suspension

Sales Options by Category

0-Change Order (CO)

Item Number	*Name/Description*	*Quantity*
SR00188310	**change order - now assigned to The Villages** change order - Apr.11th,2024(AM)rev.1; units now assigned to The Villages	1.00

10-Base (BAS)

Item Number	*Name/Description*	*Quantity*
BAS-BON-11	**No Bond Required** No Bond Required	1.00
BAS-CER-11	**KKK** This specification identifies the minimum requirements for new automotive Emergency Medical Services (EMS) ambulances (except military field ambulances) built on Original Equipment Manufacturer's Chassis (OEM) that are prepared by the OEM for use as an ambulance.	1.00
BAS-DRW-11	**Drawing Required** Drawing Required	1.00

BAS-GPO-11	**No GPO Contract Required** No Group Purchasing Organization contract required	1.00
BAS-PLA-12	**TYPE I - MXP170** TYPE I - MXP170	1.00
BAS-REG-11	**United States** Sales Administration Charge	1.00
BAS-TYP-11	**Type I - Pick up** Type I - Pick up	1.00

11-Chassis (CH)*

Item Number	*Name/Description*	*Quantity*
CHP-FRD-00	**Conversion Ford F350/F450 Chassis Cab** Conversion Ford F350/F450 Chassis Cab	1.00
CHP-FRD-19	**Ford F450XLT Super Duty Diesel Chassis Cab 4X2 193** Ford F450XLT Super Duty Diesel Chassis Cab 4X2 1936,7L POWER STROKE V8 Diesel EngineWheelbase 193" (4902 mm)GVWR (Gross vehicle weight rating) 16,500 Lbs / 7,486 Kg	1.00
DEC-PNT-16	**Chassis to be ordered OEM custom color** Chassis to be ordered OEM custom color - RED OEM FORD RED	1.00
CHP-RCA-00	**Regular chassis cab** Regular chassis cab	1.00

12-Suspension (SUS)

Item Number	*Name/Description*	*Quantity*
SUS-LIQ-11	**LiquidSpring™ Suspension Type I** Compressible Liquid Adaptive Suspension System, is a smart suspension systems. Liquid-based struts and an on-board processor provide better handling and control, and a smoother, softer ride. The reduced vehicle vibration increases comfort.	1.00

13-Module (MOD)

Item Number	*Name/Description*	*Quantity*
MOD-ALU-14	**MXP170 Ambulance Module** Ambulance Module Structure / Door Structure and Accessories. (Included)	1.00

14-Module Configuration (MCF)

Item Number	*Name/Description*	*Quantity*
MCF-CC1-11	**C1 Door, ALS Access and Battery Location** First door on curbside (C1) for ALS compartment access and battery slide out sealed compartment. (Included)	1.00
MCF-CC2-12	**C2, Curbside Entry Door, with Opening Window** Side entry door on curbside (C2) for patient compartment access, with flush-mounted, automotive-style opening window.	1.00
MCF-CC3-11	**C3 Door, Storage Exterior Compartment** Third door on curbside (C3) for backboard or other storage. (Included)	1.00
MCF-CC3-13	**Stair Chair Location, Two (2) Adjustable Shelves** Stair chair location with two (2) adjustable shelves and retaining safety belt for backboard in C3 compartment.	1.00
MCF-CC3-22	**Third door (C3) Compartment In/Out Access** Third door (C3) Compartment In/Out Access	1.00
MCF-CML-12	**High-Intensity Compartment Tube Lighting** High-intensity tube lighting for Compartments. With Side entry Door Steps.	1.00
MCF-ELE-11	**E Door, Electrical Exterior Compartment** Upper door (E) for electrical panel access. (Included)	1.00
MCF-RDR-11	**A1 and A2, Rear Entry Doors, Indiv. Door Handles**	1.00

	Two (2) rear entry doors for patient compartment access, each with its individual exterior door handle.	
MCF-SS1-11	**S1 Door, Main Oxygen Exterior Compartment** First door on streetside (S1) for main vertical oxygen cylinder. (Included)	1.00
MCF-SS2-12	**Full-Depth Shelf, One (1), Adjustable** One (1) full-depth, adjustable shelf in S2 compartment.	1.00
MCF-SS2-14	**Fire Extinguisher, ABC-Rated, 5 lbs, with Bracket** Fire extinguisher, 5 lbs, ABC-rated, with heavy duty bracket in S2 compartment.	1.00
MCF-SS2-15	**S2 Door, Storage Exterior Comp** Second door on streetside (S2) for equipment storage for MX/MXP170. (included)	1.00
MCF-SS2-20	**Additional Full-Depth Shelf in SS2** Additional Full-Depth Shelf in SS2, One (1), Adjustable	1.00
MCF-SS3-12	**S3 Compartment, Equipment Storage, In/Out Access** Third door on streetside (S3) for equipment storage, with interior/exterior access.	1.00
MCF-SS3-13	**Full-Depth Shelves, Two (2), Adjustable** Two (2) full-depth, adjustable shelves in S3 compartment.	1.00

15-Lighting (LGT)

Item Number	*Name/Description*	*Quantity*
LGT-LSL-11	**Turn Signal Lights, Amber (2), LED** Two (2) amber turn-signal lights, intermediate side mount. Whelen 700 series (7 x 3) LED lights.	1.00
LGT-RSL-11	**Third Upper Brake Light, LED** Third upper brake light at rear of module. Whelen 600 series (6 x 4) LED light.	1.00
LGT-RSL-14	**Rear Step Plate: Turn Signal Light, Brake, Reverse** Two (2) red brake/tail lights, two (2) amber turn lights, and two (2) reverse lights installed in rear step plate. Round LED lights.	1.00
LGT-TPL-11	**Marker Lights, Amber (7) and Red (7), LED** Seven (7) front upper center and corner amber LED marker lights.Seven (7) rear upper center and corner red LED marker lights.	1.00
LGT-TPL-12	**Marker Lights, Two (2) rear mid-height red LED** Two (2) rear mid-height red LED marker lights.	1.00

16-Emergency and Working Lights (EWL)

Item Number	*Name/Description*	*Quantity*
EWL-BEZ-11	**Chrome bezels** Chrome bezels	24.00
EWL-FWD-16	**Emergency Lights, Red (2), White (1), Red (2), LED** Five (5) emergency lights installed on the front of the module. Includes two (2) red, one (1) white, and two (2) red. Whelen 900 series (7 x 9) LED lights.	1.00
EWL-GRL-12	**Lights in Front Grille, Red (2), LED 500** Two (2) red lights in front grille. Whelen 500 series (5 x 1) LED lights.	1.00
EWL-INT-11	**Emergency Lights on Inside of Doors, One (1) each** One red emergency light on each compartment and entry door inside panel. Total of eight (8) round LED lights.	1.00
EWL-ITC-11	**Intersection Lights, Red (2), LED** Two (2) red intersection lights. Whelen 700 series (7 x 3) LED lights.	1.00
EWL-LTI-11	**Emergency Lights, Red (2), LED, Inter. Side Mount** Two (2) red emergency lights, intermediate side mount. Whelen 700 series (7 x 3) LED lights.	1.00
EWL-LTS-11	**Four (4) red LED lateral emergency lights (900)** Four (4) red lateral emergency lights (two (2) on each side). Whelen 900 series (7 x 9) LED lights.	1.00

EWL-LTS-17	**Scene Lights, Four (4), Clear LED, (900)** Four (4) lateral scene lights (two (2) on each side). Whelen 900 series (7 X 9) LED scene lights.	1.00
EWL-RER-11	**Emergency Lights, Red (2), LED, Rear Corners** Two (2) red rear emergency lights at upper rear corners. Whelen 900 series (7 x 9) LED lights.	1.00
EWL-RER-12	**Emergency Lights, Amber (2), LED** Two (2) rear upper amber lights. Whelen 600 series (6 x 4) LED lights.	1.00
EWL-RER-15	**Loading Lights, Two (2), LED** Two (2) rear loading lights. Whelen 600 series (6 x 4) LED lights.	1.00

17-Audible Warning System (WRN)

Item Number	*Name/Description*	*Quantity*
WRN-BUA-11	**Back-Up Alarm** Back up alarm (97dB) with override switch. (Included)	1.00
WRN-SIR-11	**Whelen 295SLS Hands-Free Siren** Whelen model 295HFSA1 siren amplifier with 17 Scan-Lock™ siren tones.	1.00
WRN-SPK-11	**Whelen SA315 Series Speakers** Whelen SA315 series speakers is a compact speaker meeting SAE Class A requirements when paired with Whelen 100 watt siren amplifier.	1.00

18-Exterior Vehicle features (VFT)

Item Number	*Name/Description*	*Quantity*
VFT-FUL-11	**Quarter-Tank Fuel Fill** Quarter-tank fuel fill.	1.00
VFT-MIR-11	**OEM exterior mirrors** Keep OEM exterior mirrors	1.00
VFT-MOP-11	**Module Rub Rails, Aluminum** Aluminium rub rails on module sides. (Included)	1.00
VFT-MOP-12	**Module Corner Protectors, Stainless-Steel** Stainless-steel protectors on module corners. (Included)	1.00
VFT-MOP-13	**Module Wheel Trims, Fiberglass** Formed fiberglass wheel trimming on module.(Inlcuded)	1.00
VFT-MOP-14	**Undercoating Protection** Undercoating protection for module and chassis. (Included)	1.00
VFT-MOP-15	**Rear Wheel Mud Guards** Mud guards on module for rear wheels. (Included)	1.00
VFT-PLT-11	**License Plate with Light** Surface mounted license plate location with LED light.	1.00
VFT-STP-11	**Cab Steps, Anti-Skid Material with Mud Guards** Anti-skid lateral steps. Includes mud guards for front wheels. (Included)	1.00
VFT-STP-12	**Rear Step Bumper, Retractable Center Section** Anti-skid rear retractable step. Diamond plate corner bumper. Rubber bumperette. (Included)	1.00

19-Convenience (CNV)

Item Number	*Name/Description*	*Quantity*
CNV-ACC-13	**Valet Switch in Front Grille** The door unlock valet switch is located on the back of the front grille, on the driver's side half portionof the grille. It allows to unlock all doors of the vehicle, but cannot lock the doors. (Included)	1.00
CNV-ACC-15	**Demers Fast Idle**	1.00

	Demers fast idle is generated by the multiplex module, it allows fast charging of the batteries by the engine when specific conditions are met. (Included)	
CNV-CAM-11	**Black Back-Up Camera** RearView Safety standard back-up camera with build-in audio support and infra-red night vision.	1.00
CNV-CAM-12	**Black Dome Interior Camera** RearView Safety dome interior camera with build-in audio support and 130 degree viewing angle.	1.00
CNV-CAM-14	**5 inches Monitor** RearView Safety 5" backup digital LCD monitor is a stand-alone monitor and cable kit that connects to camera(s) installed on your vehicle.	1.00
CNV-LCK-11	**Anti-Theft System** The anti-theft allows leaving the vehicle without keys and the engine running to keep the vehicle at the ideal operating temperature. It protects against theft by turning off the engine if the vehicle moves. (Included)	1.00
CNV-LCK-12	**ECOSMART Anti-Idling System** The ECOSMART Anti-Idling System automatically stops and restarts the engine of the vehicle in idling conditions. The ECOSMART Anti-Idling System is managed by the Demers Electronic MultiplexSystem (DEMS).	1.00

21-Paint and Decals (DEC)

Item Number	*Name/Description*	*Quantity*
DEC-PNT-11	**Tri-Star Urethane Paint** Two (2) coats of primer with two (2) coats of urethane. All four (4) sides and roof. No sanding. No buffing.	1.00
DEC-PNT-17	**Custom Paint Module to match OEM chassis color** Module to be re-painted RED with urethane and clear coat to match OEM chassis ordered RED (includes module roof RED) Enter text here	1.00

22-Drivers Compartment (CAB)

Item Number	*Name/Description*	*Quantity*
CAB-CON-11	**Floor-Mounted Console with control** Floor-mounted console in front cab.	1.00
CAB-CON-13	**Storage for Flare and Fire Extinguisher** Storage compartment in front cab for flares and one (1) five-pound (5 lbs) fire extinguisher.	1.00
CAB-CON-14	**Armrests, Driver and Passenger, Individual** Individual driver- and passenger-side armrests on sides of floor-mounted console.	1.00
CAB-CON-15	**Cup Holders, Dual, in Floor-Mounted Console** Dual cup holders in floor-mounted console.	1.00
CAB-CTR-13	**Control Center with Switches and Touch Pad** Control center with switches and LED backlit pictograms in the floor mounted console.	1.00
CAB-LGT-11	**Cab headliner with Reading Lights, Red/Clear (2)** Two (2) clear and red overhead LED reading lights.	1.00

23-Curbside Configuration (CRB)

Item Number	*Name/Description*	*Quantity*
CRB-NET-11	**Safety Net** Safety net at the head of the curbside configuration, by the side entry door (C2).	1.00
CRB-TEC-11	**Full-Length Seat Cushion** Full-length, thermoformed, molded seat cushion.	1.00
CRB-TEC-14	**Seat Backrest** Individual, thermoformed, molded backrests.	3.00

CRB-TEC-23	**Seating, Three (3) Passengers, 6-Pt Safety Belts** Seating for three (3) passengers with 6-point safety belts. Space for Flip-down and hands-free opening mechanism.	1.00

24-Streetside Configuration (STR)

Item Number	*Name/Description*	*Quantity*
STR-ACS-23	**Flip-Up Door, Tinted Self Latching Sliding Windows** Aluminum flip-up frames, self latching for easy restocking of cabinets. Polycarbonate tinted self latching sliding windows.	3.00
STR-MED-12	**Medical Cabinet, CPR Bench Seat, Int/Ext Access** Medical cabinet with CPR bench seat, the rear lower storage compartment is accessible from the S3 exterior compartment.	1.00
STR-REA-12	**CPR Seat , 6-Pt Safety Belt** Seating for one EMT with 6-point safety belt.	1.00

25-Forward Bulkhead (FWB)

Item Number	*Name/Description*	*Quantity*
FWB-DIV-11	**Sliding Door Crawl-Through** Crawl-through with sliding door on front division to access to the cab.	1.00
FWB-LFT-11	**Corner Cabinet, Streetside, Two Ajustable Shelves** Corner cabinet on streetside of front wall. Includes two (2) aluminum extruded doors with see through windows, two (2) ajustable shelves and LED strip lighting.	1.00
FWB-LFT-14	**Locking Radio Communication Compartment** Lockable compartment on street side for radio communication	1.00
FWB-RGT-12	**ALS Cabinet, without Drawer** ALS cabinet on curbside of front wall. Includes four (4) aluminum extruded doors with see-through windows, adjustable shelve(s), one (1) fixed shelf at mid-height, LED strip lighting, and inside/outside access via curbside door.	1.00
FWB-RGT-13	**Compartment above ALS Cabinet, Lockable** Lockable compartment located above the front wall ALS cabinet.	1.00
FWB-RGT-16	**See-Through Door, Two Handles** Four (4) extruded doors with see through windows and handles	1.00

26-Attendant Seat (AST)

Item Number	*Name/Description*	*Quantity*
AST-BSE-11	**EVS Swivel Seat Base, Two (2) Positions** EVS swivel 360 degrees seat base, locking in two (2) positions, forward and rearward positions	1.00
AST-HRS-12	**EVS 1880 3Pts Vac-Formed Seamless Child Seat** The EVS 1880 is a vac-form, seamless ambulance attendant's seat. Integrated child restraint system that allows uninjured children weighing between 20-65 lbs to be transported in a five point safety harness. When it is not needed, the child-insert can be folded into the seat and allow an adult to use the seat as a standard attendant's seat	1.00

27-Cot Configuration (COT)

Item Number	*Name/Description*	*Quantity*
COT-ANC-23	**Floor Plate & Pre-wire Power-LOAD - GEN 2 (NEW)** Stryker Power-Load floor plate. No cot fastener included. Include pre-wiring for charging feature. Default option for new Power-LOAD system from the field.	1.00
COT-POS-11	**Center Floor-Mount Cot Configuration** Center floor mount cot configuration	1.00

28-Rear Control Panel (CAR)

Item Number	Name/Description	Quantity
CAR-CTR-11	**Rocker Switch Controls with LED Backlit Pictograms** Rocker switch controls with LED backlit pictograms.	1.00

29-Oxygen (OXY)

Item Number	Name/Description	Quantity
OXY-NTW-14	**Oxygen Outlets, Four (4)** Four (4) oxygen outlets. Two (2) in ECC, one (1) on curbside, and one (1) on the ceiling.	1.00
OXY-OUT-11	**Oxygen Outlet, Quick-Connect** Quick-connect style oxygen outlet.	4.00
OXY-REG-12	**Oxygen Regulator, Manual, Sensor and Dig. Read-Out** Manual oxygen regulator with pressure sensor and digital read-out.	1.00
OXY-SPO-11	**Storage for Two (2) "D-Size" Portable Cylinders** "D-size" Portable oxygen cylinder storage (2), located in side entry door.	1.00
OXY-SPR-11	**Universal Vertical Holder for Main Oxygen Cylinder** Universal vertical holder for types "K" or "M" main oxygen cylinder in S1 streetside exterior compartment.	1.00

31-Suction (SUC)

Item Number	Name/Description	Quantity
SUC-LOC-11	**Suction System location in ECC** Main suction system is located in front streetside action area.	1.00
SUC-MOT-11	**Thomas high flow vacuum pump** Thomas high flow vacuum pump	1.00
SUC-OUT-11	**Vacuum outlet QD in action area** Vacuum outlet QD Puritan with yellow 5/16" hose 4 ft long	1.00
SUC-REG-11	**Vacuum regulator with disposable canister** Vacuum regulator with disposable canister	1.00

32-Electrical System (ELE)

Item Number	Name/Description	Quantity
ELE-ALT-11	**Power Inverter, Xantrex Freedom, True Sine, 1000W** The inverter/charger provides AC power using the DC power from the conversion battery bank. Recharge all battery banks and power all 120 volts AC outlets when the external shoreline is connected.	1.00
ELE-ALT-14	**Super Auto Eject Power Inlet, 20 Amps, Yellow** Kusmaull 120 Volts AC, 20 Amps - Automatically disconnects shoreline - Completely sealed - Yellow cover - Indicator light.	1.00
ELE-ALT-15	**Electrical Outlet, 120V AC with Indicator** 120V AC hospital-grade electrical outlets with indicator. (Included)	1.00
ELE-CON-13	**ACDelco Conversion Batteries** Two (2) ACDelco conversion Batteries. (Included)	1.00
ELE-CON-14	**Electrical Outlet, 12V DC 20 amp with Indicator** 12V DC, 20 amp Duplex electrical outlets. (Included)	1.00
ELE-GES-11	**Demers Multiplex Electronic Management System** Demers Electronic Management System (DEMS) – Multiplex system. (Included)	1.00
ELE-GES-12	**Multiplex system interface cable** Multiplex system interface cable for remote diagnosis and support	1.00

33-Communication System (COM)

Item Number	Name/Description	Quantity
COM-RAD-11	**Pre-Wiring for 2-Way Radio, Two (2) Antenna Cables**	1.00

	Wiring preparation for two-way radio, with two (2) antenna cables.(routed from front cab to radio communication compartment)	
COM-REC-11	**Data Recorder Available Signals** Data recorder available signals through a universal connector in the electrical compartment. (Included)	1.00

34-HVAC (CVC)

Item Number	*Name/Description*	*Quantity*
CVC-AUX-12	**Dual In-Line condenser 60000 BTU, Front** Auxiliary dual in line condenser installed on the front of module - Hoseline 60000 BTU	1.00
CVC-CLD-12	**Independent Air Conditioning System** The compressor, condenser and evaporator form an assembly independent of the OEM, cooling the air of the patient compartment through the ducted outlets.	1.00
CVC-DIF-11	**Air Conditioning Outlets, Round** Round outlets for ducted air conditioning unit. (Included)	1.00
CVC-HOT-11	**OEM Tie-In Heating Unit** The heating system is an extension of the OEM heating system, heating the patient compartment area through invisible opening underneath the medical cabinet at floor level. (Included)	1.00
CVC-VNT-13	**Exhaust Fans (2)** Two (2) exhaust fans for contaminated air. Activated by front control interface or rear console switch. (Included)	1.00
SR00184614	**HVAC filter** Mar.1st,2024(AM)rev.0; new option that needs to be developped by Demers. Engineering will work on a solution. -----Original: Add filter to HVAC system	1.00

35-Interior Lights (ILG)

Item Number	*Name/Description*	*Quantity*
ILG-PLF-11	**LED Dome Lights, Adjustable, Dig. Timer** The ceiling lights have four (4) different intensities. Each time the ceiling lights button is pushed, the intensity increases, until maximum intensity is reached.	8.00

36-Grab Handles (GBR)

Item Number	*Name/Description*	*Quantity*
GBR-COL-12	**Grab Bars Color, Yellow** Color of selected grab bars is Yellow.	1.00
GBR-DRS-11	**Rear Door-Mounted Grab Bars, 16" x 16"** Two (2) door-mounted grab bars, 16" x 16", inside of rear doors (A1 and A2). (Included)	1.00
GBR-DRS-12	**Curbside Door-Mounted Grab Bar, 12"** One (1) door-mounted grab bar, 12'' each, on the inside of the side entry door (C2). (included)	1.00
GBR-EMB-11	**Embarking Grab Bars, 12"** Two (2) entry grab bars, 12" each, mounted inside the patient compartment. One (1) near the curbside entry door, and one (1) near the R2 rear entry door. (Included)	1.00
GBR-PLF-11	**Ceiling Grab Rails, 90", Two (2)** Two (2) ceiling-mounted grab rails, 90".	1.00

37-Finish and Trim (FNS)

Item Number	*Name/Description*	*Quantity*
FNS-FLR-11	**Lonseal, Lonplate II, Gun metal** Lonseal, Lonplate II, Gun Metal floor covering.	1.00
FNS-GRD-11	**Cobalt Blue Upholstery** Colbalt blue vinyl upholstery for seat and padding covering. (Included)	1.00

FNS-GRD-15	**Safety Yellow Upholstery** Yellow vinyl upholstery for safety exit padding covering. (Included)	1.00
FNS-GRD-18	**Black upholstery** Black vinyl upholstery for seat and padding covering	1.00
FNS-MAT-11	**Wood Flooring** Exterior grade plywood, 0,75 inches thick.	1.00
FNS-MAT-12	**Composite Flooring** Thermo-Lite composite board, 0,75 inches thick.	1.00
FNS-PLF-11	**Fiberglass Ceiling** Fiberglass ceiling in Patient Compartment. (Included)	1.00
FNS-STK-11	**General Vehicle Identification** Vehicle general labels identification. (Included)	1.00
SR00184612	**Floor LonPlate II P443TXM Midnight** Floor LonPlate II P443TXM Midnight	1.00

38-Functionality (FCT)

Item Number	*Name/Description*	*Quantity*
FCT-LFT-15	**Sharps Container in Front Action Area** Sharps disposal container with bracket installed in the front action area (ECC).	1.00
FCT-PLF-11	**Radio Speakers, Recessed, Two (2)** Two (2) recessed radio speakers.(Included)	1.00
FCT-PLF-13	**IV Hooks, Recessed in Ceiling, Flexible, Four (4)** Four (4) recessed flexible IV hooks in ceiling.	1.00
FCT-RGT-13	**Storage Compartment, Sliding Doors** Storage compartment, two (2) cabinets, LED strip lighting, and sliding doors.	1.00
FCT-RGT-21	**Trash Container, Flip-Down, Hands-Free** Trash container bracket in curbside flip-down container.	1.00
FCT-RWR-11	**Digital Clock, Driver and Step Indicator Lights** Digital clock, rear step indicator light, driver intention indicator lights (direction, braker) located in padding above the rear doors.	1.00

05-Exception (EXC)

Item Number	*Name/Description*	*Quantity*
EXC-DEC-11	**Star of Life Emblem Exception** Exception taken to KKK 3.16.4 Reflective Emblems and Markings - Lettering and Star of Life Emblems	1.00

Original

QUOTATION

Quote Number	Document Date	Page
231054073	**07/22/25**	**1/1**

Customer No.	Federal Tax ID - Business Partner
C00464	**85-8015999384C-9**

PO Number
Hardee County AMBU STF

Sales Employee	Email
Ribbens, Eric J	**eribbens@ten8fire.com**

Document Owner	Email
Matala, Matt	**mmatala@ten8fire.com**

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

HARDEE COUNTY FIRE RESCUE

205 HANCHEY ROAD
PURCHASING DEPARTMENT
WAUCHULA FL 33873
USA

Delivery Address

HARDEE COUNTY FIRE RESCUE

149 KD REVELL ROAD
WAUCHULA FL 33873
USA

Description		Quantity	UoM	Vendor	Price	Total
FT-MB-24-FT-W	**MINI BROW LIGHT WHITE**	**1**	**EA**	**HiViZ LED LIGHTING**	**1,315.60**	**1,315.60**
639005550001	**STRYKER MTS POWERLOAI STRETCHER**	**1**	**EA**	**STRYKER SALES, LLC**	**31,408.69**	**31,408.69**
01-086A664-00J	**ASSY, FINAL HOWLER SIRI**	**1**	**EA**	**WHELEN ENGINEERING CO INC**	**800.00**	**800.00**

Shipping: Ground

Subtotal:	**$ 33,524.29**
Freight:	**$ 475.00**
Total Before Tax:	**$ 33,999.29**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 33,999.29**

Valid Until: **08/22/2025**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

Original

QUOTATION

Quote Number	Document Date	Page
231054470	**07/28/25**	**1/1**

Customer No.	Federal Tax ID - Business Partner
C00464	**85-8015999384C-9**

PO Number
Hardee County AMBU STF

Sales Employee	Email
Ribbens, Eric J	**eribbens@ten8fire.com**

Document Owner	Email
Matala, Matt	**mmatala@ten8fire.com**

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

HARDEE COUNTY FIRE RESCUE

205 HANCHEY ROAD
PURCHASING DEPARTMENT
WAUCHULA FL 33873
USA

Delivery Address

HARDEE COUNTY FIRE RESCUE

HARDEE COUNTY/REC. DEPT.
WAUCHULA FL 33873
USA

Description		Quantity	UoM	Vendor	Price	Total
GRAPHICS	**Vehicle Graphics: Hardee County Provide and install graphics package to provided specifications**	**1**	**EA**	**24 SEVEN GRAPHIC DESIG & &**	**4,444.44**	**4,444.44**
GRAPHICS	**Vehicle Wrap: Hardee County Provide and install grey wrap --top section of the cab and front of the box per photo provided**	**1**	**EA**	**24 SEVEN GRAPHIC DESIG & &**	**1,666.66**	**1,666.66**

Shipping:

Subtotal:	**$ 6,111.10**
Total Before Tax:	**$ 6,111.10**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 6,111.10**

Valid Until: **08/28/2025**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

EXHIBIT B

WARRANTY

DEMERS AMBULANCES
EASY STEPS
WARRANTY GUIDE
(United States)

UNDERSTANDING YOUR DEMERS AMBULANCES LIMITED WARRANTIES

Your satisfaction is very important to us.
If you have questions or concerns with your vehicle, please do not hesitate to take the following steps:

1. Contact your Service Advisor at your authorized service center.
2. If the inquiry or concern is not resolved in a reasonable delay, please contact the **Demers Ambulances** Customer Assistance at:

Demers Ambulances
Customer Assistance Center
1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

1. INTRODUCTION

Thank you for buying a **Demers Ambulance**.

When warranty repairs are required, you may take your vehicle to any **Demers Ambulances** authorized service center (see separate sheet for these locations). Please be aware that since certain warranty repairs require specifically trained employees, not all service centers are authorized to perform these warranty repairs. If a particular center cannot assist you, then contact the **Demers Ambulances** Customer Assistance Center at the number shown above.

This guide explains in detail the warranty coverage that apply to your Demers Ambulances.

Demers Ambulances provides the following Limited Warranties (Hereafter collectively referred to as the "Limited Warranties"):

1. **Modular Body Structure Limited Warranty**
2. **Modular Body Paint Limited Warranty**
3. **Electrical Limited Warranty**
4. **Demers Ambulances Materials/Workmanship Limited Warranty**
5. **OEM Materials/Workmanship assembled by other than Demers Ambulances Limited Warranty**

Chassis Manufacturer provides the New Vehicle Limited Warranty as well as the Federal and California Emissions Defect Warranties and Emissions Performance Warranties.
Please see the separate Chassis Manufacturer warranty booklet for coverage.

2. IMPORTANT INFORMATION YOU SHOULD KNOW:

IF YOU NEED CUSTOMER ASSISTANCE:

For customer assistance, please follow the procedures outlined in the section 3 of this warranty guide.

DEFINITION:

Demers Ambulances refers to legal name Demers Ambulance Manufacturer Inc.
OEM refers to Original Equipment Manufacturer
OWNER refers to Original purchaser and/or Original license operators

KNOW WHEN EACH LIMITED WARRANTY BEGINS AND HOW LONG IT LASTS:

The **Start Date** for each Limited Warranty is the day the unit is first put into service (requires proper documentation to be filled and returned to **Demers Ambulances**) or the date of invoice, if no in service document was returned to **Demers Ambulances**. Each Limited Warranty lasts for the length of time specified or until the applicable mileage has been met, whichever occurs first.

CHECK YOUR VEHICLE:

If you see any damage when you receive your vehicle, notify your **Demers Ambulances Representative** immediately.

MAINTAIN YOUR VEHICLE PROPERLY:

Your vehicle contains an **Owner's Manual** and a **Recommended Maintenance Schedule** which indicates the scheduled maintenance required for your vehicle. Proper maintenance guards against major repair expenses resulting from neglect or inadequate maintenance.

It is your responsibility to make sure that all of the scheduled maintenances are performed and that the materials used meet applicable engineering specifications. Failure to perform scheduled maintenance as specified in the Service Guide will invalidate warranty coverage on parts affected by that lack of maintenance. Make sure that receipts for completed maintenance work are retained with the vehicle and confirmation of maintenance work is always kept.

COVERAGE UNDER THE LIMITED WARRANTIES:

During a Limited Warranty coverage period, the authorized **Demers Ambulances** service center will repair, replace, or adjust all parts on your vehicle (except specific exclusions as stated in the exclusions section of each Limited Warranty) that are defective in factory-supplied materials or workmanship. Items and conditions that are not covered by the Limited Warranties are stated in each Limited Warranty.

When making warranty repairs on your vehicle, the authorized service center will use new or remanufactured **Demers Ambulances** parts or other parts authorized by **Demers Ambulances**.

VEHICLES TO WHICH THE LIMITED WARRANTIES DO APPLY:

The **Limited Warranties** described in this booklet apply to your vehicle if:

- It was originally registered/licensed in United States and
- It is being operated in United States.

LIMITATIONS ON ALL OF YOUR LIMITED WARRANTIES:

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE VEHICLE IS LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY. THE PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS ARE THE EXCLUSIVE REMEDIES UNDER ALL THE LIMITED WARRANTIES. **DEMERS AMBULANCES** SHALL NOT BE HELD RESPONSBILE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE, SUCH AS LOSS OF TIME, INCONVENIENCE, LOSS OF USE OF THE VEHICLE, LOANER VEHICLES, LODGING, FOOD, TOWING, PERSONAL PROPERTY, OR LOSS OF BUSINESS PROFITS.

The implied warranties are limited (to the extent allowed by law) to the time period covered by the written warranties, or to the applicable time period provided by state law, whichever period is shorter.
Some state do not allow **Demers Ambulances** to limit how long an implied warranty may last, or to exclude or limit incidental or consequential damages, so the limitation and exclusions described above may not apply to you.

NOTE
This information about the limitation of implied warranties and the exclusion of incidental and consequential damages is applicable to all the Limited Warranties.

Your Limited Warranties give you specific legal rights. You may have other rights that vary from state to state. The Limited Warranties are the only express warranties from **Demers Ambulances** applicable to your vehicle. **Demers Ambulances** does not authorize anyone to assume any other obligation or liability in connection with your vehicle or the Limited Warranties.

Demers Ambulances reserves the unrestricted right at any time, and from time to time, to make changes in design of and/or improvements on its products without thereby imposing any obligation upon itself to make corresponding changes or improvements in or on its products theretofore manufactured.

WHAT IS NOT COVERED UNDER ANY OF THE LIMITED WARRANTIES:

Damage Caused By:

- Abuse, negligence or unapproved alteration of original parts
- Damage from accidents
- Proven failure of a third party, certified or not by Demers Ambulances to make repairs, to adhere to comprehensively detailed remount instruction of the proponent that results in any impairment is also exempted.
- Collision or objects striking the vehicle
- Theft, vandalism, or riot
- Fire or explosion
- Freezing
- Misusing the vehicle, such as driving over curbs, overloading
- Altering or modifying the vehicle – including the engine, body, chassis, or components – after the vehicle leaves **Demers Ambulances'** control
- Non-**Demers Ambulances** approved parts installed after the vehicle leaves **Demers Ambulances**' control. For example, but not limited to, cellular phones, alarm systems, and automatic starting systems
- Tampering with the vehicle
- Disconnecting or altering the odometer or allowing the odometer to be inoperative for an extended period of time with the result that the actual mileage cannot be determined
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine

Damaged Caused by Use and/or the Environment
Your Limited Warranties do not cover surface corrosion and deterioration that result from use and/or exposure to the elements. Here are examples:

- Stone chips, scratches (some examples are on paint and glass)
- Dings, dents
- Cuts, burns, punctures or tears
- Road salt, tree sap
- Bird and bee droppings
- Lightning, hail
- Windstorm
- Earthquake
- Water or flood

Damaged Caused by Improper Maintenance
Your Limited Warranties do not cover damage caused by failure to maintain the vehicle, improperly maintaining the vehicle, or using the wrong part, fuel, oil, lubricants, or fluids. See the **Owner's Manual** for correct fluid types and levels, and consult the **Recommended Maintenance Schedule** for proper ways to maintain your vehicle.

Maintenance/Wear
Your Limited Warranties do not cover: (1) parts and labor needed to maintain the vehicle; and (2) the replacement of parts due to normal wear and tear. You, as the owner, are responsible for these items. Examples are:

- Oil changes
- Oils, lubricants, other fluids
- Oil/air filters
- Brake linings/pads or adjustments
- Tire rotation
- Cleaning/polishing
- Wiper blades
- Clutch linings or adjustments
- Engine tune-up
- Batteries
- Bulbs
- Belts
- Hoses

Other Items and Conditions Not Covered
Your Limited Warranties also do not cover:

- Vehicles that have ever been labeled or branded as "dismantled", "fire", "flood", "junk", "rebuilt", "reconstructed", or "salvaged"; this will void the Limited Warranties
- Vehicles that have been determined to be a "total loss" by an insurance company; this will void the Limited Warranties
- Tires, wheel alignment and tire balancing.
- Adjustments as part of normal preventive maintenance such as hinges / door latches and hardware
- Components and installations other than those specified and approved by **Demers Ambulances**
- Batteries; batteries are covered by their respective OEM manufacturer.
- Programs, updates and/or software used by and for upgrade of equipment such as, but not limited to: GPS, AVL, Data recorder, mapping system, driver behavior, etc. Support and Warranty coverage beyond that of Demers Ambulances, for such equipment is to be provided by their Original Equipment Manufacturer.

3. STEPS YOU MUST FOLLOW IN ORDER TO OBTAIN WARRANTY SERVICE

To obtain warranty service, you must:

1. First contact the authorized **DEMERS AMBULANCES DEALER** from whom you purchased your vehicle, or contact a **Demers Ambulances** Warranty Service Representative directly:

1-800-363-7591 (toll free - U.S.)
info@demers-ambulances.com

- Have all pertinent information ready for the representative (using warranty claim form), including:
  - Vehicle make and model (Ford E350, GM Express, etc.);
  - **Demers Ambulances** model (MX164; MX170: EXE : LT2E : etc.);
  - **Demers Ambulances** stock number (located in the driver B pillar);
  - VIN (Vehicle Identification Number);
  - Date of delivery;
  - In Service Date;
  - Current mileage;
  - And any other pertinent information associated with the purchase of your ambulance.

2. To be eligible for any warranty service, you or your dealer (whichever applies) must send the warranty claim form (via fax; email or regular mail) found in your Owner's Manual with the proper information within 30 days of failure.

3. Your warranty replacement parts will be sent as soon as possible. Defective parts must be returned to your **Demers Ambulances DEALER** within 30 days of shipment of the replacement part. If the defective part is received within the required 30 day period, and is confirmed as being defective by **Demers Ambulances** technical personnel, there will be no charge to you. **Demers Ambulances will cover parts repair and shipping.**

NOTE
If the claimed defective part or the claim form is not received by your **Demers Ambulances DEALER** within 30 days of shipment of the warranty replacement part, or if the part is determined not to be defective, your **Demers Ambulances DEALER** will invoice you for the entire cost, plus shipping and handling, for the replacement part. It is your responsibility to return the claimed defective part to your **Demers Ambulances DEALER** within 30 days of receipt of the replacement part in order to avoid being invoiced for the replacement part.

4. All approved warranty work must be completed by a **Demers Ambulances** authorized service center.

5. You or Your dealer need to obtain authorization from **Demers Ambulances** for any work to be completed. Please do not take it upon yourself to make arrangements for the completion of warranty work. By doing so, and without the appropriate approval from a **Demers Ambulances** Warranty Service representative, you may VOID your warranty and/or be responsible for the total cost of the service repair. All warranty invoice should be submit 90 days maximum after authorization date.

6. If you have any questions concerning **Demers Ambulances'** warranty policies, please contact a **Demers Ambulances** Warranty Service representative.

1. MODULAR BODY STRUCTURE LIMITED LIFETIME WARRANTY

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances Modular Body Structure** (exclusive of paint finish, hardware, mouldings, windows and other components and accessories) shall be structurally sound and free of all structural defects of both material and workmanship, under normal use and service and further warrants that it will maintain such structural integrity for a period of **TWENTY FIVE (25) YEARS.** The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the Modular Body Structure. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** Service Center or dealer, and which examination shall disclose to have been defective, except as hereinafter provided. Service will be provided during normal business hours.

In the event that a modular body remount by the original owner is performed prior to the expiration of the original Modular Body Structure Limited Warranty, The Modular Body Structure Limited Warranty shall remain in effect provided the remount work is completed by **Demers Ambulances** personnel or a facility approved by **Demers Ambulances**.
Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

This warranty is conditioned upon:

- normal use and proper maintenance of such modular body;
- prompt written notice of any defects submitted to **Demers Ambulances** or one of its authorized dealers in the area;
- no alteration or additions to the modular structure except by **Demers Ambulances** or authorized by it;

If any of such conditions are not complied with, this warranty shall become void and unenforceable.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Modular Body Structure Limited Warranty:

- All paint, striping, hardware, hinges, latches, mouldings, windows, appointments and accessories;
- Any and all structural damage resulting from any form of accident or operator negligence.
- Any and all structural damage resulting from unmaintained galvanic corrosion.
- Any and all structural damage resulting from unmaintained oxidation.
- The expense of any transportation to or from a repair facility.
- Any defect resulting from misuse, negligence, accident, remounting, overloading beyond applicable weight rating by customer or third parties.

2. MODULAR BODY PAINT
LIMITED WARRANTY
5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance**, that under normal use and service, each new **Demers Ambulances Modular Body Paintwork** provided by **Demers Ambulances or a Demers Ambulances PAINT & COATING ACCREDITED MANUFACTURER and/or SERVICE SUPPLIER** shall be free from defects of both material and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 miles,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances Modular Body Paintwork**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

The following paint failures are covered:

- Peeling or delaminating of the topcoat and/or other layers of paint
- Cracking or checking
- Loss of gloss caused by cracking, checking, and hazing
- Any paint failure caused by defective paint or paint curing process at **Demers Ambulances** or **Demers Ambulances** Accredited paint service supplier.

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Modular Body Paint Limited Warranty:

- Hazing, chalking, or loss of gloss caused by improper care, abrasive polishes, cleaning agents, heavy duty pressure washing, or aggressive mechanical wash systems
- Paint deterioration caused by abuse, accidents, acid rain, chemical fallout or acts of nature
- Accidents, scratches, chips, bruises, and gloss reduction due to normal vehicle use and maintenance
- Custom finishes, exotic finishes or any other finish than standard refinish procedure
- Failures resulting from product misuse or abuse
- Repairs done to previously refinished areas unless stripped to bare metal or appropriate substrate
- Failures on finishes performed by Non-**Demers Ambulances Service Center**
- Paint failures resulting from improper application of striping, tapes, decals or custom painted designs / numerals.
- Defects resulting from normal and customary wear as a result of operating the vehicle.
- The expense of any transportation to or from a repair facility.

Should repairs become necessary under the term of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed by **Demers Ambulances** or a repair facility designated by **Demers Ambulances**.

3. ELECTRICAL
LIMITED WARRANTY
5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances** **Electrical System** shall be free from defects of both materials and workmanship, and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **Demers Ambulances** **Electrical System**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** service center or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**.

Items specifically covered under the **Demers Ambulances** Electrical Warranty include:

- Electrical harnesses and harness installation
- Printed circuit board(s)
- Switches, timers, outlets
- Circuit breakers and relays
- Shoreline

WHAT IS NOT COVERED?

The following items are specifically excluded from the **DEMERS** Ambulances Electrical Limited Warranty:

- OEM electrical systems and components
- Equipment not manufactured by **DEMERS** Ambulances but which are installed by **DEMERS** Ambulances personnel. These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars and similar OEM equipment. These excluded items are typically covered by separate warranties supplied by DEMERS Ambulances and/or the OEM manufacturer of the component.
- Periodic tightening and cleaning of connection terminals as this is considered routine maintenance
- Defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES MATERIALS AND WORKMANSHIP LIMITED WARRANTY 5 YEARS / 180 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulance** that, under normal use and service, each new **Demers Ambulances** **Materials and Workmanship**, shall be free from defects and further warrants that it will maintain such integrity for a period of **FIVE (5) YEARS or 180 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any part or materials related to the **Demers Ambulances Supplied Parts and Materials**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty:

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts or systems.
- The expense of any transportation to or from a repair facility.

4. OEM MATERIALS AND WORKMANSHIP ORIGINALLY ASSEMBLED BY OTHER THAN DEMERS AMBULANCES LIMITED WARRANTY 2 YEARS / 75 000 MILES

WHAT IS COVERED?

Demers Ambulances hereby warrants to each original owner of a **Demers Ambulances** body that, under normal use and service, each new **OEM Materials And Workmanship Originally Assembled By OTHER Than Demers Ambulances**, shall be free from defects and further warrants that it will maintain such integrity for a period of **TWO (2) YEARS or 75 000 MILES,** whichever occurs first. The obligations of **Demers Ambulances** under this warranty is limited to repairing and replacing, at its sole discretion, any component as a whole or any part related to the **OEM Parts And Materials originally assembled by OTHER than Demers Ambulances**. Parts may be replaced with refurbished parts of like kind and quantity. Thereof which shall be returned with transportation charges prepaid to an authorized **Demers Ambulances** distributor or dealer, and which examination shall disclose to have been defective except as hereinafter provided. Service will be provided during normal business hours.

These items include, but are not limited to, the following: battery chargers; sirens; inverters; light bars; fluorescent ballasts; door handles & latches; gas cylinders; laptops; laptop mounts; docking stations; actuators and similar OEM equipment. These items are typically covered by separate warranties supplied by the OEM manufacturer of the component. When necessary, **Demers Ambulances** Customer Assistance personnel will assist you in pursuing warranty assistance with the OEM manufacturers of these components, should their stated warranty be in excess of the basic **Demers Ambulances** warranty

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **Demers Ambulances** and shall be performed solely by **Demers Ambulances** or a repair facility designated by **Demers Ambulances.**

WHAT IS NOT COVERED?

The following items are specifically excluded from the **Demers Ambulances** Features Limited Warranty :

- Chassis, OEM body structure, engine, interior or any other items supplied by chassis manufacturer (see chassis manufacturer's warranties)
- Any required maintenance adjustment, general tightening or headlamps adjustments
- Normal wear, or defects arising from abuse, accident, negligence or unapproved alteration of original parts.
- The expense of any transportation to or from a repair facility.

DEMERS AMBULANCES

RECEIPT AND ACKNOWLEDGMENT OF LIMITED WARRANTIES DELAY WARRANTY REGISTRATION

The undersigned acknowledges receipt and understanding of DEMERS AMBULANCES Modular Body Structure Limited Warranty, Modular Body Paint Limited Warranty, Electrical Limited Warranty, Demers Ambulances Materials And Workmanship Limited Warranty and OEM Materials And Workmanship Originally Assembled By Other Than Demers Ambulances Limited Warranty. These Limited Warranties have been reviewed in detail and I understand the policies and procedures outlined in each warranty.

Accepted and agreed to this day of _____.

OWNER INFORMATION

Name : _____

Address :

_____

_____

_____

Phone Number:

_____

Representative Name :

_____

Representative Email Address:

_____

Representative Signature :

_____

DEALERSHIP INFORMATION

Name : _____

Address :

_____

_____

_____

Phone Number:

_____

Dealership Representative :

_____

Representative Email Address:

_____

Dealership Signature :

_____

VEHICLE INFORMATION

Vehicle Identification Number (VIN): _____

Demers Ambulance Vehicle Stock Number: _____

Date of delivery: _____

Mileage on the vehicle at date of delivery: _____

WARRANTY SHOULD BE ACTIVATED WITHIN 24HRS OF DELIVERY
Please fill and return to:
Fax.: 450-467-6526 or dchatelle@demers-ambulances.com

DEMERS AMBULANCES	Warranty claim form	F-5.02e
		Rev. : 1

1	Vehicle serial number (V.I.N) (Number on dash, driver's side)	

2	Fleet unit number		3	Demers stock number	
4	Date in service (YY/MM/DD)		5	Milles / Miles	
6	Date of failure (YY/MM/DD)		7	Date of warranty claim	

8	Description of the issue

9	Cause(s) of the issue

10	Corrective(s) action(s)

11	Estimated repair time	

12	Claim requested by		13	Invoice N°	

14	Billing address
Phone:	

15	Shipping address
Phone:	

Part N°	QTY	DESCRIPTION

DEMERS RESERVED SECTION

1. Warranty claim authorization no. :
2. Time allowed for repairs :
3. Warranty claim authorization date :

Demers, Ambulances Manufacturer Inc. (Head Office)
28 Richelieu, Beloeil, QC, J3G 4N5 Tel.: 450-467-4683 Fax: 450-467-6526
www.demers-ambulances.com
1-800-363-7591

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
   a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
   b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
   c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
   d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
   e. **"Manufacturer"** means the Manufacturer of any Product.
   f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
   g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
   h. **"Purchase Price"** means the Total price set forth in the Quotation, adjusted for the final net price for the chassis charged by the original equipment manufacturer set forth in the final invoice submitted to the Company by the manufacturer. Additionally, if transportation charges are included in the Purchase Price, any changes in transportation charges shall be borne by Customer. Unless otherwise stated herein, Company shall not be responsible for switching, handling, loading, sorting, storage, demurrage, or any other transportation or peripheral charges. If any tax, public charge, tariff, duty, or increase in such taxes or tariffs, is now, or shall be, assessed, levied, or imposed upon, or with respect to the sale of Product by Company or the Manufacturer to Customer or upon any sale, delivery, or other action taken under any validly accepted order for Product, or upon the export or import of such Product by Company or Manufacturer, or if any change shall be made in the custom house or railway classification of such Product or in existing freight rates applicable thereto, the burden of such charge or change shall be borne by the Customer.
   i. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
   j. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the

extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

    a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

    b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.

8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

    a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.

10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.

11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.

15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

AGENDA ITEM NO. 13.E

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2026-08 - FDOT Supplemental Agreement for County Road 663

SUGGESTED ACTION:

- Motion to approve Resolution 2026-08, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L03 Florida project identification number 445070-1-54-01 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for severability; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_CR 663_Supp Agmt 3.docx
Resolution 2025-08 -CR 663_FPID#445070-1 (Segment 1).doc
Agreement - Granicus.pdf
445070-1 Executed State Funded Grant Agreement.pdf
1035005-WRC-2023-FDOT-EXHIBIT.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#445065-1-54-01(Segment 3) and 445070-1-54-01 (Segment 1)
State Funded Grant Supplemental Agreement #3

Date: December 4, 2025

Background

In **March 2023**, the County submitted its **first request** for additional funding in the amount of **$2,024,913.70** for **CR 663**. FDOT responded favorably, went above and beyond and approved a total of ***$2,889,476***, which exceeded the original request by nearly **$900,000**. This approval triggered the execution of **Supplemental Agreement No. 1** for the **northernmost segment (#3, FPN #445065-1-54-01)** and the **southernmost segment (#1, FPN #445070-1-54-01)**.

Second Funding Request

On **January 9, 2025**, FDOT approved the County's **second request** for additional funding to address a **construction budget shortfall** totaling ***$365,440***. This approval followed the **December 12, 2024 bid opening**, during which the County awarded the construction contract to **Ajax Paving** in the amount of **$5,412,203.80**, as the lowest responsive and responsible bidder.
FDOT's approval of the second request resulted in the execution of **Supplemental Agreement No. 2**, allocating **$80,921** to the **northernmost segment (#3, FPN #445065-1-54-01)** and **$284,519.00** to the **southernmost segment (#1, FPN #445070-1-54-01)**.

Third Funding Request

Most recently, on **September 18, 2025**, FDOT approved the County's **third request** for additional funding to cover a construction shortfall primarily caused by **asphalt quantity overruns**. In accordance with **FDOT specifications** and the **construction agreement**, the County is permitted to pay the contractor for asphalt overruns, provided they do not exceed **10% of the total asphalt bid quantities**. This approval necessitates **Board authorization** and the **execution of Supplemental Agreement No. 3**, which provides **$24,633.95** for **Segment #3 (FPN #445065-1-54-01)** and **$19,934.96** for **Segment #1 (FPN #445070-1-54-01)**, for a combined total of ***$44,568.91***.

To date, the Florida Department of Transportation (FDOT) has approved a total of **$3,299,484.91** in additional funding for this project, increasing the original allocation from **$3,644,012** to **$6,943,496.91**. This funding covers all **three segments of County Road (CR) 663**, with a **total project length of 7.6 miles**. The total project cost includes expenditures for **professional services**—such as the Engineer of Record (EOR) and Construction Engineering and Inspection (CEI) in addition to the **construction cost**.

FDOT recognizes the County's need to complete this project promptly, as it involves **State ARPA funds** that must meet a strict **closeout deadline of December 1, 2026**.

A **substantial completion walkthrough** was conducted on **November 4, 2025**, and the project is now anticipated to reach **100% completion by December 2025**, which is **one month ahead of the scheduled completion date of January 2026**.

A **budget amendment** will be prepared to account for the **additional $44,568.91** in funding needed for **two segments of CR 663**, as this amount was **not included in the FY 2025 budget**.

RESOLUTION NO. 2025-08
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF CONTRACT NUMBER G2L03 FLORIDA PROJECT IDENTIFICATION NUMBER 445070-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A PORTION OF COUNTY ROAD ("CR") 663; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the County is designated a small county meeting the requirements under the Small County Outreach Program ("SCOP") pursuant to section 339.2818, Florida Statutes; and the Small County Road Assistance Program ("SCRAP") pursuant to section 339.2816, Florida Statutes; and

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $1,747,666.00 in funds for the purpose of design and construction of a portion of County Road ("CR") 663, as more particularly described in Contract Number G2L03, Project Identification Number 445070-1-54-01 ("FDOT Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design and construction of a portion of CR 663 Project ID No. 445070-1-54-01 and authorize the County Manager to sign the FDOT Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

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

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

Section 2. Approval. The Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 445070-1-54-01 for up to $1,747,666.00 in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager is authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

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

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

APPROVED AND ADOPTED this 4th day of December 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Chair

(SEAL)

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

Docusign Envelope ID: FDA04450-5925-41A7-B274-C29DF8E32C71

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
3

CONTRACT NO.
G2L03

FPN
445070-1-54-01/02

Recipient: Hardee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 22nd, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

On Page 1, Paragraph 6, a. & b. Project Cost, of the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22, 2023 is replaced in it's entirety with the following:

a. The estimated cost of the Project is $1,747,666.00 (One Million Seven Hundred Forty-Seven Thousand Six Hundred and Sixty-Six Dollars). This amount is based upon the Schedule of Financial Assistance in Exhibit "B", Schedule of Financial Assistance, attached to and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by mutual execution of an amendment of the Agreement by Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $1,747,666.00 (One Million Seven Hundred Forty-Seven Thousand Six Hundred and Sixty-Six Dollars) and additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Departments participation may be increased or reduced upon a determination of the actual bid amount of the Dependents participation. The Recepient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or defecits incurred in connection with completion of the Project.

The Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Hardee County $19,935.00 (Nineteen Thousand Nine Hundred Thirty-Five Dollars) in additional funding (phase 54) has been programmed to the project. Project total is now $1,747,666.00 (One Million Seven Hundred Forty-Seven Thousand Six Hundred Sixty-Six Dollars).

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

Any and all other terms and provisions in the State Funded Grant Agreement executed on May 22nd, 2023 remain in effect.

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

Hardee County requesting additional SCRAP FY 25/26 funding in the amount of $19,935.00 (Nineteen Thousand Nine Hundred Thirty-Five Dollars) for construction funding due to the cost increase resulting from higher construction costs due to inflation.

Docusign Envelope ID: FDA04450-5925-41A7-B274-C29DF8E32C71

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

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

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

Docusign Envelope ID: FDA04450-5925-41A7-B274-C29DF8E32C71

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445070-01-54-01/02

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2023**	Maximum Department Participation (GRSC/SCED/SCOP/SCWR)	$1,028,073.00	$	$1,028,073.00	☐ In-Kind ☐ Cash
FY: **2023**	Maximum Department Participation (SCRA)	$415,139.00	$	$415,139.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$1,443,212.00 %	$ 0.00 %	$1,443,212.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54) FY: **2025**	Maximum Department Participation (GRSC)	$284,519.00	$	$284,519.00	☐ In-Kind ☐ Cash
FY: **2026**	Maximum Department Participation (SCOP)	$19,935.00	$	$19,935.00	☐ In-Kind ☐ Cash
	Total **Phase 54** Cost	$304,454.00 100.00%	$ 0.00 %	$304,454.00 100.00%	
	TOTAL COST OF THE PROJECT	$1,747,666.00	$ 0.00	$1,747,666.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
10/28/2025 | 11:55 AM EDT

Signature Date

Docusign Envelope ID: FDA04450-5925-41A7-B274-C29DF8E32C71

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $1,747,666.00

*The state award amount may change with supplemental agreements

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

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

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

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

DocuSign Envelope ID: 600373AD-BE3F-4BB6-9C33-D4A35D438FD9

To: Holly.Randolph@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2L03

5/19/2023

CONTRACT INFORMATION

Contract:	G2L03
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	HARDEE COUNTY BOCC
Vendor ID:	F596000632048
Beginning Date of This Agreement:	05/18/2023
Ending Date of This Agreement:	12/31/2026
Contract Total/Budgetary Ceiling:	ct = $1,443,212.00
Description:	CR 663 FROM DESOTO COUNTY LINE TO CR 665

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/19/2023

Action:	Original	Original
Reviewed or Approved:	APPROVED	APPROVED
Organization Code:	55014010106	55014010106
Expansion Option:	AI	AH
Object Code:	751000	751000
Amount:	$1,028,073.00	$415,139.00
Financial Project:	44507015401	44507015402
Work Activity (FCT):	215	215
CFDA:		
Fiscal Year:	2023	2023
Budget Entity:	55150200	55150200
Category/Category Year:	085576/23	085575/23
Amendment ID:	O001	O001
Sequence:	00	01
User Assigned ID:		
Enc Line (6s)/Status:	0001/04	0002/04

Total Amount: $1,443,212.00

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STATE-FUNDED GRANT AGREEMENT

FPN: 445070-1-54-01	Fund: SCOP/SCRAP	FLAIR Category:
	Org Code: 55014010106	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 06 (Hardee)	Contract No: G2L03	Vendor No: F596000632048

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 5/22/2023 (This date to be entered by DOT only), by and between the State of Florida Department of Transportation, ("Department"), and Hardee County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☒ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☒ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design, construction, and CEI of CR 663 from Desoto County Line to CR 665 , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before December 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $1,443,212.00 (One Million Four Hundred Forty Three Thousand Two Hundred Twelve Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,443,212.00 and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

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payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

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files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

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obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

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plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

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cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

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i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

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insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

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b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

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g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): _____

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Hardee County

By: _____

Name: Nony Flores

Title: Chairman

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: _____ E4FD33AAA641427...

Name: Nicole E Mills

Title: Interim Director of Transportation Development

Attest: Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk to the Board of County Commissioners
Date Board Approved: 05/04/2023
Date: 05/05/2023

Legal Review:

By: DocuSigned by: Don Conway _____ 937D1D5420A84D9...

Name: Don Conway

DS DC

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445070-1-54-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Hardee County(the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 2.732 miles

PROJECT DESCRIPTION: CR 663 from Desoto County Line to CR 665

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with the design, construction, and CEI for the resurfacing of CR 663 from Desoto County Line to CR 665 , approximately 2.732 miles. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for Hardee County to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to County specifications.

2. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

3. Maintain and or upgrade the safety of the project by protecting roadside hazards when appropriate.

4. Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.

5. Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

6. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

7. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

9. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

11. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

12. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.
The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by	June 30, 2024
b) Right-of-Way to be certified by	June 30, 2024
c) Construction contract to be let by	December 31, 2024
d) Construction to be completed by	May 01, 2026

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Upon receipt of an invoice the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445070-01-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2023**	Maximum Department Participation (GRSC)	$962,846.00	$	$962,846.00	☐ In-Kind ☐ Cash
FY: **2023**	Maximum Department Participation (SCED)	$27,665.00	$	$27,665.00	☐ In-Kind ☐ Cash
	Total Construction Cost	$990,511.00 %	$ 0.00 %	$990,511.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase : 54) FY: **2023**	Maximum Department Participation (SCOP)	$37,562.00	$	$37,562.00	☐ In-Kind ☐ Cash
FY: **2023**	Maximum Department Participation (SCRA)	$415,139.00	$	$415,139.00	☐ In-Kind ☐ Cash
	Total Cost	$452,701.00 %	$ 0.00 %	$452,701.00 %	
	TOTAL COST OF THE PROJECT	$1,443,212.00	$ 0.00	$1,443,212.00	

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

Holly Randolph
District Grant Manager Name

DocuSigned by:
133936697A4144B...
04/13/2023 | 4:41 PM EDT

Signature Date

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EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and Hardee County

PROJECT DESCRIPTION:CR 663 from Desoto County Line to CR 665

FPID#: 445070-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☒ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☒ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $1,443,212.00

*The state award amount may change with supplemental agreements

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

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

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

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

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RESOLUTION 2023-31
HARDEE COUNTY, FLORIDA

HARDEE CLERK TO BOARD
MAY 5 '23 AM9:58

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF COUNTY ROAD 663 (CR 663) FROM DESOTO COUNTY LINE TO COUNTY ROAD 665 (CR 665); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County, a political subdivision of the State of Florida, (the "County") is authorized to enter into agreements with state agencies such as the Florida Department of Transportation ("FDOT"); and

WHEREAS, the County is designated a small county meeting the requirements of the Small County Road Assistance Program ("SCRAP") pursuant to Section 339.2816, Florida Statutes, and the Small County Outreach Program ("SCOP") pursuant to Section 339.2818, Florida Statutes; and

WHEREAS, the County has been awarded funding for the purpose of re-surfacing designated roadways subject to reimbursement requirements and execution of an Agreement with FDOT; and

WHEREAS, County Road 663 ("CR 663") is approximately 2.732 miles, from Desoto County Line to County Road 665 ("CR 665") and was approved in Fiscal Year 2023 for $1,443,212 at the current per mile cost; and

WHEREAS, the Board of County Commissioners of Hardee County find it to be in the best interest of the County to approve the agreement for the CR 663 project from Desoto County to CR 665 and authorize the Chairman to sign the FDOT SCRAP Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds for the CR 663 Project.

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

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

Section 2. Approval and Ratification. The Hardee County Board of Commissioners hereby approves the FDOT SCRAP Agreement No. 445070-1-54-01 in substantially the attached form (included and attached hereto as Exhibit "A.")

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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APPROVED AND ADOPTED this 4th day of May, 2023 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

BY: _____
NOEY A. FLORES, CHAIRMAN

(SEAL)

ATTEST:

BY: Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
Date Board Approved: 05/04/203
Date: 05/05/2023

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway
Bartow, Florida 33830

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM

Date: January 27, 2023

To: L.K. Nandam, P.E., District Secretary

From: John M. Kubler, P.E., Director of Transportation Development

Copies: Greg Bowne, Melissa Slater, Nicole Mills, Abra Horne, Kevin Ingle

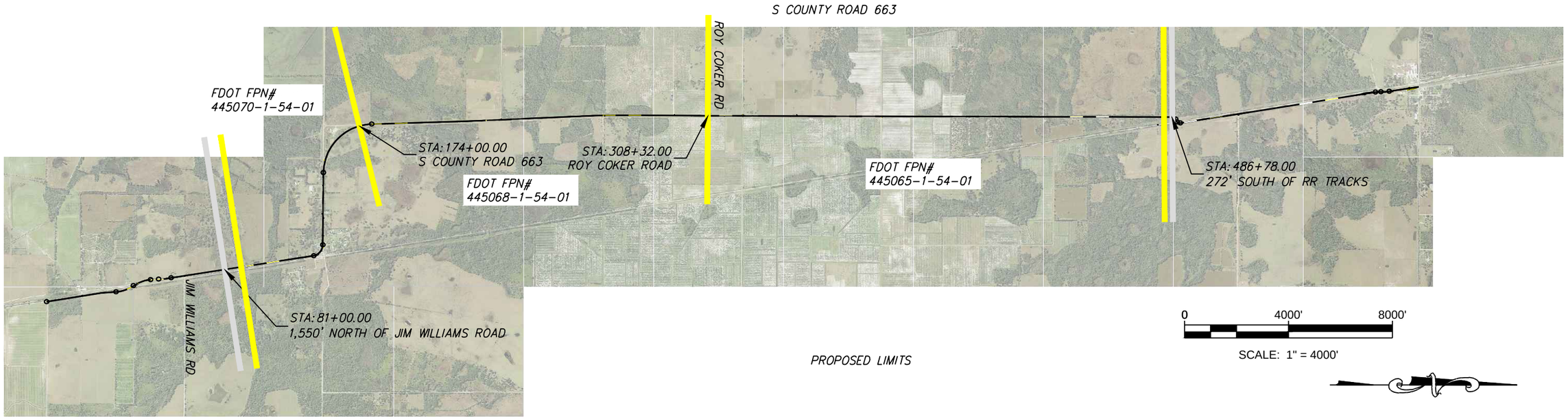
Subject: Delegation of Authority for John Kubler

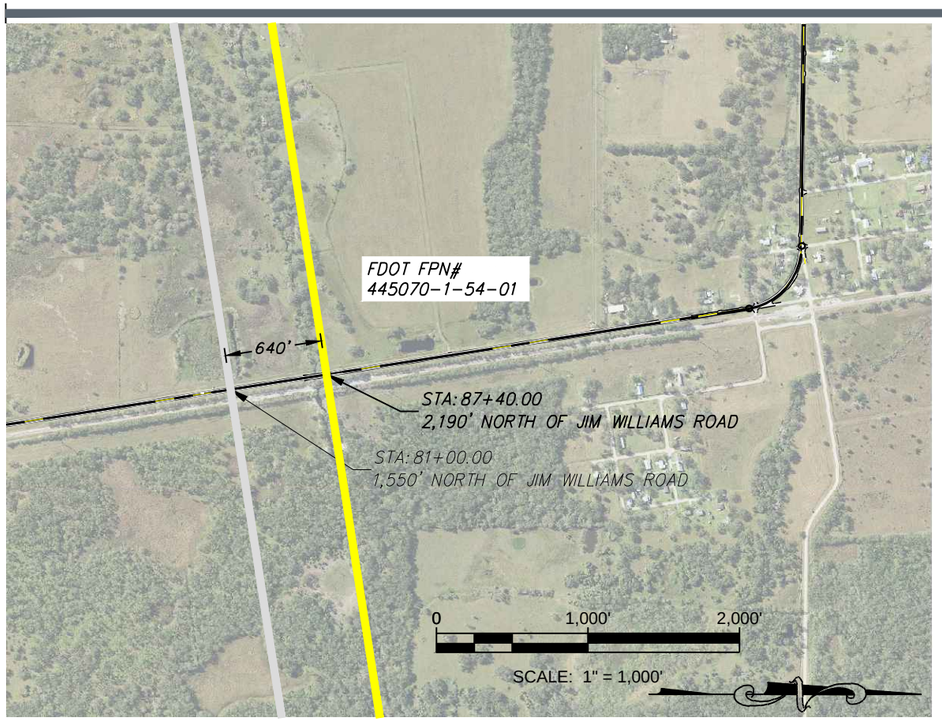
Effective February 3, 2023, I will be serving as the Interim District Secretary for District One. During this period, Nicole Mills, P.E., Intermodal Systems Development Administrator will serve as the Interim Director of Transportation Development.

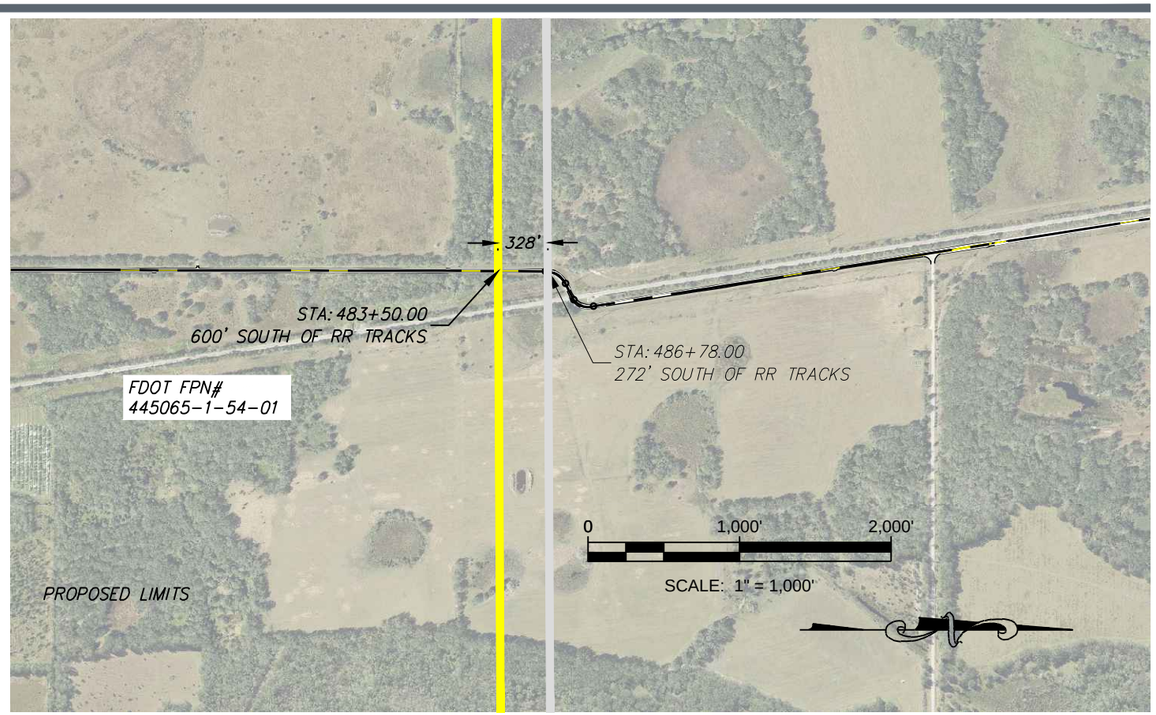
Therefore, I delegate Nicole Mills, P.E., as the Interim Director of Transportation Development, to act on behalf of the Director of Transportation Development and sign all documents except for Human Resources related items such as hire packages, telework agreements, etc. which I will retain in my court. Signature should be made "in your name for the Interim Director of Transportation Development".

This delegation will remain in effect from Friday, February 3, 2023 through May 31, 2023, unless rescinded.

John M. Kubler, P.E.
Director of Transportation Development







NUMBER	DATE	DESCRIPTION
P-4	08/16/2024	REVISED GUARDRAIL LENGTHS AND ANCHORAGES
P-3	07/17/2024	REVISED PER FDOT COMMENTS
P-2	06/12/2024	ISSUED TO FDOT FOR 100% REVIEW
P-1	05/08/2024	REVISED PER FDOT 60% COMMENTS
P-0	03/28/2024	ISSUED TO FDOT FOR 60% REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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CHASTAIN SKILLMAN

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
CR-663 HARDEE COUNTY, FLORIDA

ORIGINAL VS PROPOSED PROJECT LIMITS

This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

P:\1035005\CAD\Civil\1035005\Production Drawings\1035005-WRC-2023-FDOT-EXHIBIT.dwg 11x17 (Civil)-BOTTOM (2) Jan 09, 2025 11:06am by: rcarnahan

AGENDA ITEM NO. 13.F

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2026-09 - FDOT Supplemental Agreement for County Road 663

SUGGESTED ACTION:

- Motion to approve Resolution 2026-09, A Resolution of the Board of County Commissioners of Hardee County, Florida, authorizing the execution of contract number G2L00 Florida project identification number 445065-1-54-1 with the Florida Department of Transportation for the design and construction of a portion of County Road 663; providing for severability; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_CR 663_Supp Agmt 3.docx
Resolution 2025-09 -CR 663_FPID#445065-1 (Segment 3).doc
Agreement - Granicus.pdf
445065-1 Executed Coronavirus State and Local Fiscal Recovery Funds Agreement.pdf
1035005-WRC-2023-FDOT-EXHIBIT.pdf

Hardee County FLORIDA

CAPITAL PROJECTS

BOARD OF COUNTY COMMISSIONERS

TIM WELLS
DISTRICT 1

NOEY FLORES
VICE CHAIR, DISTRICT 2

DONALD CHANCEY
DISTRICT 3

RUSSELL MELENDY
CHAIR, DISTRICT 4

KENNY MILLER
DISTRICT 5

TERRY ATCHLEY
COUNTY MANAGER

SARAH JOHNSTON
COUNTY ATTORNEY

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

PHONE
863-773-9430

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: FPN#445065-1-54-01(Segment 3) and 445070-1-54-01 (Segment 1)
State Funded Grant Supplemental Agreement #3

Date: December 4, 2025

Background

In **March 2023**, the County submitted its **first request** for additional funding in the amount of **$2,024,913.70** for **CR 663**. FDOT responded favorably, went above and beyond and approved a total of ***$2,889,476***, which exceeded the original request by nearly **$900,000**. This approval triggered the execution of **Supplemental Agreement No. 1** for the **northernmost segment (#3, FPN #445065-1-54-01)** and the **southernmost segment (#1, FPN #445070-1-54-01)**.

Second Funding Request

On **January 9, 2025**, FDOT approved the County's **second request** for additional funding to address a **construction budget shortfall** totaling ***$365,440***. This approval followed the **December 12, 2024 bid opening**, during which the County awarded the construction contract to **Ajax Paving** in the amount of **$5,412,203.80**, as the lowest responsive and responsible bidder.
FDOT's approval of the second request resulted in the execution of **Supplemental Agreement No. 2**, allocating **$80,921** to the **northernmost segment (#3, FPN #445065-1-54-01)** and **$284,519.00** to the **southernmost segment (#1, FPN #445070-1-54-01)**.

Third Funding Request

Most recently, on **September 18, 2025**, FDOT approved the County's **third request** for additional funding to cover a construction shortfall primarily caused by **asphalt quantity overruns**. In accordance with **FDOT specifications** and the **construction agreement**, the County is permitted to pay the contractor for asphalt overruns, provided they do not exceed **10% of the total asphalt bid quantities**. This approval necessitates **Board authorization** and the **execution of Supplemental Agreement No. 3**, which provides **$24,633.95** for **Segment #3 (FPN #445065-1-54-01)** and **$19,934.96** for **Segment #1 (FPN #445070-1-54-01)**, for a combined total of ***$44,568.91***.

To date, the Florida Department of Transportation (FDOT) has approved a total of **$3,299,484.91** in additional funding for this project, increasing the original allocation from **$3,644,012** to **$6,943,496.91**. This funding covers all **three segments of County Road (CR) 663**, with a **total project length of 7.6 miles**. The total project cost includes expenditures for **professional services**—such as the Engineer of Record (EOR) and Construction Engineering and Inspection (CEI) in addition to the **construction cost**.

FDOT recognizes the County's need to complete this project promptly, as it involves **State ARPA funds** that must meet a strict **closeout deadline of December 1, 2026**.

A **substantial completion walkthrough** was conducted on **November 4, 2025**, and the project is now anticipated to reach **100% completion by December 2025**, which is **one month ahead of the scheduled completion date of January 2026**.

A **budget amendment** will be prepared to account for the **additional $44,568.91** in funding needed for **two segments of CR 663**, as this amount was **not included in the FY 2025 budget**.

RESOLUTION NO. 2025-09
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF CONTRACT NUMBER G2L00 FLORIDA PROJECT IDENTIFICATION NUMBER 445065-1-54-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A PORTION OF COUNTY ROAD ("CR") 663; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hardee County (the "County"), a political subdivision of the State of Florida, has the authority pursuant to section 125.01, Florida Statutes, to enter into agreements; and

WHEREAS, the County is designated a small county meeting the requirements under the Small County Outreach Program ("SCOP") pursuant to section 339.2818, Florida Statutes; and the Small County Road Assistance Program ("SCRAP") pursuant to section 339.2816, Florida Statutes; and

WHEREAS, the Florida Department of Transportation ("FDOT") has awarded the County up to $2,995,031.00 in funds for the purpose of design and construction of a portion of County Road ("CR") 663, as more particularly described in Contract Number G2L00, Project Identification Number 445065-1-54-01 ("FDOT Agreement" attached as Exhibit "A"); and

WHEREAS, the Board of County Commissioners find it to be in the best interest of the County to approve the agreement for the design and construction of a portion of CR 663 Project ID No. 445065-1-54-01 and authorize the County Manager to sign the FDOT Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds.

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

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

Section 2. Approval. The Hardee County Board of County Commissioners hereby approves the FDOT Financial Project ID No. 445065-1-54-01 for up to $2,995,031.00 in substantially the attached form (included and attached hereto as Exhibit "A").

Section 3. Authorization. The County Manager is authorized and directed to execute any forms or documents in furtherance of this Resolution, and the County Manager is authorized to take all actions necessary to implement the purposes of this Resolution.

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

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

APPROVED AND ADOPTED this 4th day of December 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
, Chair

(SEAL)

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston, County Attorney

Docusign Envelope ID: 6B283E58-3A4A-4572-9E93-AE9F503F601C

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
3

CONTRACT NO.
G2L00

FPN
445065-1-54-01/02

Recipient: Hardee County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 22nd, 2023 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

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

On Page 1, Paragraph 6, a. & b. Project Cost, of the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22, 2023 is replaced in it's entirety with the following:

a. The estimated cost of the Project is $2,995,031.00 (Two Million Nine Hundred Ninety-Five Thousand and Thirty-One Dollars). This amount is based upon the Schedule of Financial Assistance in Exhibit "B", Schedule of Financial Assistance, attached to and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by mutual execution of an amendment of the Agreement by Parties.

b. The Department agrees to participate in the Project cost up to the maximum amount of $2,995,031.00 (Two Million Nine Hundred Ninety-Five Thousand and Thirty-One Dollars) and additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in Exhibit "B". The Departments participation may be increased or reduced upon a determination of the actual bid amount of the Dependents participation. The Recepient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or defecits incurred in connection with completion of the Project.

Exhibit "B" SCHEDULE OF FINANCIAL ASSISTANCE is replaced in its entirety by the attached REVISED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE and is incorporated by reference. Per request from Hardee County $24,634.00 (Twenty-Four Thousand Six Hundred and Thirty-Four Dollars) in additional funding (phase 54) has been programmed to the project. Project total is now $2,995,031.00 (Two Million Nine Hundred Ninety-Five Thousand and Thirty-One Dollars).

Any and all other terms and provisions in the Coronavirus State and Local Fiscal Recovery Funds Agreement executed on May 22nd, 2023 remain in effect.

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

Hardee County requesting additional FY 2026 funding in the amount of $24,634.00 for construction funding due to the cost increase resulting from higher bids received.

Docusign Envelope ID: 6B283E58-3A4A-4572-9E93-AE9F503F601C

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

RECIPIENT:
Hardee County

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Legal Review:

DS
DC

_____

Docusign Envelope ID: 6B283E58-3A4A-4572-9E93-AE9F503F601C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

SUBRECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445065-1-54-01/02

I. PHASE OF WORK by Fiscal Year:	FY 2022/2023	FY2024/2025	FY2025/2026	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 2,889,476.00	$ 80,921.00	$ 24,634.00	$ 2,995,031.00
Maximum Department Participation - (ARSR)	% or $ 2,889,476.00	% or $	% or $	% or $
Maximum Department Participation - (GRSC)	% or $	% or $ 80,921.00	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $ 24,634.00	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$ 2,889,476.00	$ 80,921.00	$ 24,634.00	$ 2,995,031.00
Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00

Docusign Envelope ID: 6B283E58-3A4A-4572-9E93-AE9F503F601C

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$
II. **TOTAL PROJECT COST:**	$ 2,889,476.00	$ 80,921.00	$ 24,634.00	$ 2,995,031.00

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

Holly Randolph
FDOT Grant Manager Name

DocuSigned by:
133936697A4144B...
09/18/2025 | 2:43 PM EDT
Signature Date

DocuSign Envelope ID: 7E646817-AE08-42F8-BB15-C57D67AB5A3C

To: Holly.Randolph@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2L00

5/19/2023

CONTRACT INFORMATION

Contract:	G2L00
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	HARDEE COUNTY BOCC
Vendor ID:	F596000632048
Beginning Date of This Agreement:	05/17/2023
Ending Date of This Agreement:	12/01/2026
Contract Total/Budgetary Ceiling:	ct = $2,889,476.00
Description:	CR 663 from Goose Pond Rd to SR 64

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/19/2023

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014010106
Expansion Option:	52
Object Code:	751000
Amount:	$2,889,476.00
Financial Project:	44506515401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2023
Budget Entity:	55150200
Category/Category Year:	085148/23
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $2,889,476.00

DocuSign Envelope ID: 7E646817-AE08-42F8-BB15-C57D67AB5A3C

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

FPN: 445065-1-54-01	FPN:	FPN:
Federal No (FAIN):	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date: 5/19/2023	Federal Award Date:	Federal Award Date:
Fund: ARSR	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 751000	FLAIR Obj:	FLAIR Obj:

County No: 06- Hardee Contract No: G2L00

Subrecipient Vendor No: F596000632048 Subrecipient Unique Entity ID SAM No: Q11TSMH2P7X6

Catalog of Federal Domestic Assistance (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Funds Program

THIS CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT ("Agreement") is entered into on 5/22/2023 ("Effective Date"), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Hardee County ("Subrecipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 197 of Chapter 2022-156, Laws of Florida, and Sections 339.2816 and 339.2818, Florida Statutes. The Subrecipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide the Subrecipient with federal financial assistance awarded to the State of Florida under the Coronavirus State and Local Fiscal Recovery Funds Program established by the American Rescue Plan Act of 2021 (ARPA), as amended by the Infrastructure Investment Jobs Act (Nov. 15, 2021) and the State, Local Tribal and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act (enacted as part of the Consolidated Appropriations Act, 2023), hereinafter referred to as "ARPA Funds", appropriated to the Department for projects eligible for funding under the Small County Outreach Program and/or the Small County Road Assistance Program, Florida state programs governed by Sections 339.2816 and 339.2818, Florida Statutes. This Agreement is specifically for CR 663 from Goose Pond Road to SR 64 (the "Project"), which is further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement; to provide the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Subrecipient agrees to complete the Project on or before December 1st, 2026. If the Subrecipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Subrecipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 2,889,476.00 (Two Million Eight Hundred Eighty-Nine Thousand Four Hundred Seventy-Six Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,889,476.00 and as more fully described in **Exhibit "B"**. The Subrecipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for ARPA Funds will be allowed only from the Effective Date of this Agreement. It is understood that the use of ARPA Funds for eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

d. If applicable, the Subrecipient agrees to provide all matching funds required under the Small County Outreach Program, unless Subrecipient applies for a waiver or reduction of the corresponding match in compliance with Section 288.0656(2)(e), Florida Statutes, and such waiver or reduction is approved in writing by the Department.

5. Requisitions and Payments

a. The Subrecipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

i. **Eligible Costs.** The ARPA Funds provided by the Department under this Agreement will only be available for eligible Project costs as specifically detailed in **Exhibit A**, incurred as of the Effective Date and prior to termination or expiration of this Agreement.

ii. **Ineligible Costs.** In determining the amount of any payment, the Department will exclude all Project costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance reflected in **Exhibit B** for the Project, costs agreed to be borne by the Subrecipient or its contractors and subcontractors for not meeting the Project commencement and final invoice timelines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. Pre-award costs, as defined in 2 CFR 200.458, related to the Project may not be paid using ARPA Funds. Further, the ARPA Funds provided under this Agreement will not be eligible for any cost incurred not in accordance with applicable federal and state laws, regulations and guidance requirements. If the federal government of the United States or the Department determines that any cost claimed is not eligible, the Department will notify the Subrecipient. The notification will identify the items and amounts not eligible for reimbursement with ARPA Funds and the reason the items and amount are not eligible. If the Subrecipient is not in compliance with the requirements of this Agreement, but such non-compliance is rectifiable during the term of this Agreement, ARPA Funds may be withheld by the Department until the non-compliance is corrected. If the Subrecipient's non-compliance is not rectifiable during the term of this Agreement, the Department may deny use of ARPA Funds, in whole or in part. If as a result of the Subrecipient's failure to comply with the terms of this Agreement the federal government of the United States determines that ARPA Funds will no longer be available for the Project: (i) the Department is authorized to discontinue providing ARPA Funds for the Project under this Agreement; and (ii) the Department is not required to provide any additional financial assistance for the Project. A determination by the federal government of the United States that federal financial assistance is no longer available for the Project is final. The Subrecipient waives any right to contest a discontinuance of ARPA Funds under this Agreement if the federal government of the United States determines such funds are no longer available.

iii. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this

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Agreement, to the United States, U.S. Department of the Treasury, the federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

b. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Subrecipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Subrecipient shall use the format for the invoice and progress report that is approved by the Department. Approved invoice formats are found in **Exhibit "P",** Project Invoice Form. Additionally, to obtain any of the federal funds available from the Department under this Agreement, the Sub-recipient shall provide the Department's Project Manager its request for reimbursement and any other information regarding the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

> "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

c. The Subrecipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Subrecipient or its contractors and subcontractors and other ineligible costs as provided in this Agreement. All costs charged to the Project, including any approved services contributed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

f. Subrecipient should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are

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measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Invoices that have to be returned to an Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Subrecipient and approved by the Department. The Subrecipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of an Agreement between the Department and the Subrecipient. The Subrecipient acknowledges and agrees that funding for this Project may be reduced upon determination of the Subrecipient's contract award amount.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Subrecipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Subrecipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Subrecipient, in writing, when funds are available. Further, the Subrecipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of ARPA Funds available for this Agreement, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of the financial assistance provided by the federal government of the United States shall be eligible for reimbursement.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of

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the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Reversion of Unexpended ARPA Funds. All funds awarded by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement of the Subrecipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if it determines any of the following provisions is met:

a. The Subrecipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;

c. The Subrecipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 13.f.;

e. The Subrecipient has been determined by the Department to be in default under any of the provisions of the Agreement.

Upon a finding by the federal government of the United States, or the Department in lieu of the federal government of the United States, that the Subrecipient has made an unauthorized or undocumented use of ARPA Funds, or that any Project costs are ineligible for reimbursement, and upon a written demand for repayment issued by the Department, the Subrecipient shall repay such amounts to the Department within 40 days of written demand. The Subrecipient shall also repay any other financial assistance funding received by the Subrecipient under this Agreement in excess of the amount to which the Subrecipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

7. General Requirements:

The Subrecipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable state and federal laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Programs Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. Execution of this Agreement by the Parties shall be deemed the Department's Notice to Proceed ("NTP") with the non-construction phases of the Project. If the Project involves a construction phase, the

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Subrecipient shall not begin the construction phase of the Project until the Subrecipient requests and receives the Department's written NTP with the construction phase of the Project.

Once the Agreement is executed by the Parties, the Subrecipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the Effective Date. If the Subrecipient fails to submit quarterly invoices to the Department, then the Subrecipient may be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Subrecipient waives the right to contest any removal of funds by the Department if the Subrecipient fails to provide the above-referenced invoice and progress report using the format identified in **Exhibit "P", Project Invoice Form**. No cost may be incurred under this Agreement until the Effective Date or after the Subrecipient has received a written NTP from the Department, if required. The Subrecipient agrees to advertise or put the Project out to bid within thirty (30) days from the Effective Date or the date the Department issues the NTP for the construction phase of the Project. If the Subrecipient is not able to meet the scheduled advertisement, the Department Project Manager should be notified as soon as possible.

b. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Subrecipient, then the Department will request repayment for the previously billed and reimbursed amounts from the Subrecipient. No state funds can be used on the Project unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Subrecipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Subrecipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

c. The Subrecipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Subrecipient to provide the necessary funds for completion of the Project.

i. The Subrecipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal government may require. The Subrecipient shall make such submissions using Department-designated information systems. Further, Subrecipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR 200, when applicable, and retain the records described in 2 CFR 200.334 *et seq.*, as amended, for a period of five years.

8. Audit Reports:

The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Subrecipient, a non-federal entity as defined by 2 CFR Part 200, is subject to the following requirements:

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i. In the event the Subrecipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Subrecipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Subrecipient is exempt from federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Subrecipient's resources obtained from other than federal entities).

iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

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vi. As a condition of receiving this federal award, the Subrecipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Subrecipient, suspend any or all of the Department's obligations under this Agreement for the Subrecipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Subrecipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Subrecipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent of the maximum dollar amount or percentage provided by this Agreement. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Subrecipient.

d. In the event the Subrecipient fails to perform or honor the requirements and provisions of this Agreement, the Subrecipient shall promptly refund in full to the Department, within thirty (30) days of the termination of the Agreement, any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally terminate this Agreement for failure by the Subrecipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Subrecipient:

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a. Except as otherwise authorized in writing by the Department, the Subrecipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Subrecipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Subrecipient's compliance in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. At the discretion of the Department, the Subrecipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Subrecipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Subrecipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Subrecipient. If lane or road closures are required by the Subrecipient to ensure the life, health, and safety of the travelling public, the Subrecipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Subrecipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Subrecipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, the Subrecipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Subrecipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Applicable Laws and Regulations:

Subrecipient agrees to comply with all federal regulations applicable to the ARPA Funds provided under this Agreement, including, but not limited to:

a. 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Subrecipient shall not enter into any arrangement to participate in the development or implementation of the Project with

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any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Subrecipient will review the U.S. GSA System of Award Management at https://www.sam.gov. The Subrecipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

i. By signing this Agreement, the Subrecipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles & Audit for Federal Awards.

c. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

d. Subrecipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII to Part 200, is hereby incorporated by reference to this Agreement.

e. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

f. New Restrictions on Lobbying, 31 C.F.R. Part 21.

g. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601-4655) and implementing regulations.

h. Any publications produced with ARPA Funds under this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.

13. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Subrecipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Subrecipient pursuant thereto. The Subrecipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and related statutes and regulations.

b. The Subrecipient will comply with all applicable requirements imposed by the Americans with Disabilities Act (ADA), as amended, the regulations of the Federal Government issued thereunder, and assurance by the Subrecipient pursuant thereto.

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c. Subrecipient shall not considered any bid submitted by a person or affiliate who is prohibited from doing so pursuant to the following:

i. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; or for may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ii. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Subrecipient.

d. Neither the Subrecipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Subrecipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Subrecipient, the Subrecipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Subrecipient or the locality relating to such contract, subcontract or arrangement. The Subrecipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Subrecipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to the Project funded under this Agreement. Further, Subrecipient shall disclose in writing to the Department any potential conflict of interest affecting the ARPA Funds received under this Agreement, in accordance with 2 CFR 200.112

The provisions of this paragraph shall not be applicable to any agreement between the Subrecipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

e. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Subrecipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Subrecipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Subrecipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Subrecipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Subrecipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Subrecipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Subrecipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Subrecipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Subrecipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [SUBRECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [SUBRECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [SUBRECIPIENT] for the negligent acts or omissions of [SUBRECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Subrecipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Subrecipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Subrecipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

15. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Subrecipient is responsible for obtaining all permits necessary for the Project.

b. A portion or all of the Project will utilize Department right of way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right of Way, is attached an incorporated into this

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Agreement. In the event the Project involves construction on the Department's right-of-way, the Subrecipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Subrecipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Subrecipient employees, if the Subrecipient can complete said Project within the time frame set forth in this Agreement. The Subrecipient's use of this option is subject to approval by the Department.

c. The Subrecipient shall hire a qualified contractor using the Subrecipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Subrecipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Subrecipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Subrecipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Subrecipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Subrecipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Subrecipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant for the design phase of the Project using the Subrecipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O"**, which is attached to and incorporated into this Agreement.

f. The Subrecipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Subrecipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Subrecipient shall require the Subrecipient's contractor to post a payment and performance bond in accordance with applicable law.

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i. The Subrecipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Subrecipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Subrecipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "G",** Engineer's Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

16. The Subrecipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

17. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Subrecipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Subrecipient constructs any improvement on Department right-of-way, the Subrecipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Subrecipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Subrecipient shall, prior to any disbursement of the funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Subrecipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

18. Miscellaneous Provisions:

a. The Subrecipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Subrecipient will be responsible for securing any applicable permits. The Subrecipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Subrecipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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e. By execution of the Agreement, the Subrecipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Subrecipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Subrecipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Subrecipient to the end that the Subrecipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Subrecipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Subrecipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Subrecipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Subrecipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Subrecipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Subrecipient's facility, adequate title is in the Subrecipient's name, and the Project is accepted by the Subrecipient as suitable for the intended purpose.

j. The Subrecipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, executive branch or any state agency, in accordance with Section 216.347, Florida Statutes.

l. The Subrecipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

m. The Subrecipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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n. Protection for Whistleblowers. In accordance with 41 U.S.C. 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to the Department or to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- **i.** A member of Congress or a representative of a committee of Congress;
- **ii.** An Inspector General;
- **iii.** The Government Accountability Office;
- **iv.** A U.S. Department of the Treasury employee responsible for contract or grant oversight or management;
- **v.** An authorized official of the Department of Justice or other law enforcement agency;
- **vi.** A court or grand jury; or
- **vii.** A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

o. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

p. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

q. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

r. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

s. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Subrecipient must comply with the requirements of Section 255.0991, Florida Statutes.

19. Exhibits:

a. **Exhibits "A", "B", "C", "D", "E", "F", "G"** and **"P"** are attached to and incorporated into this Agreement.

b. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

g. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

h. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: P-1, P-2

i. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Subrecipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
Exhibit G: Engineer's Certification of Completion
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way
Exhibit P: Project Invoice Form

* Additional Exhibit(s):

* **Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

(The remainder of this page intentionally left blank.)

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

SUBRECIPIENT: HARDEE COUNTY

By: _____
Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: _____
E4FD33AAA64127...
Name: Nicole E Mills
Title: Interim Director of Transportation Development

Attest: Victoria L. Rogers
Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
Date Board Approved: 05/04/203
Date: 05/05/2023

Legal Review:
DocuSigned by: Don Conway
937D1D5420A84D9...

DS DC

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445065-1-54-01

This exhibit forms an integral part of the Coronavirus State and Local Fiscal Recovery Funds Agreement between the State of Florida, Department of Transportation and

Hardee County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 4.890 miles

PROJECT DESCRIPTION: CR 663 from Goose Pond Road to State Road 64

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Hardee County in connection with the design, construction, and CEI for the resurfacing of CR 663 from Goose Pond Road to State Road 64, approximately 4.890 miles. Associated safety and drainage improvements will also be addressed, as appropriate. The general objective is for Hardee County to provide contract administration, management services, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans and construction of the resurfacing and associated improvements.

Specifically and non inclusive, the following are included in the Scope of Services:

1. Milling and Resurfacing or Overlaying the existing travel lanes according to County specifications.

2. Construct or reconstruct, as appropriate, sideroad and driveway turnouts.

3. Maintain and or upgrade the safety of the project by protecting roadside hazards when appropriate.

4. Obtain a minimum pavement design. For resurfacing design, include the minimum milling depth.

5. Provide for the preparation of the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

6. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. Where unavoidable, disposition of the utility conflicts should be coordinated.

7. A Professional Engineer, registered in the State of Florida, in responsible charge of the project's design shall professionally endorse (sign, seal and certify) the record plans, the special provisions and all reference and support documents.

8. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.

9. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs. All geotechnical work necessary shall be performed in accordance with the governing regulations.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

10. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.

11. Provide Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

12. Upon completion of construction, Final As-built Construction Plans, signed and sealed by a Professional Engineer, registered in the State of Florida, will be provided.

13. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Subrecipient is required to provide a copy of the design plans for the Department's review and approval, to coordinate permitting with the Department, and notify the Department prior to the commencement of any right-of-way activities.

The Subrecipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be complete by June 30, 2024
b) Right of Way certified by June 30, 2024
c) Construction contract let by December 1, 2024
d) Construction to be completed by May 1, 2026

If this schedule cannot be met, the Subrecipient shall notify the Department, in writing, and provide the Department with a revised schedule. Failure to notify the Department or provide the necessary schedule may result in the withdrawal of Department funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Upon receipt of an invoice the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

SUBRECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Hardee County 205 Hanchey Road Wauchula, FL 33873	445065-1-54-01

I. PHASE OF WORK by Fiscal Year:	FY 2022/2023	FY	FY	TOTAL
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 2,889,476.00	$ 0.00	$ 0.00	2,889,476.00
Maximum Department Participation - (ARSR)	% or $	% or $	% or $	% or $
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$ 2,889,476.00	$	$	$2,889,476.00
Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00

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EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$ 2,889,476.00	$	$	$ 2,889,476.00
II. **TOTAL PROJECT COST:**	$2,889,476.00	$0.00	$0.00	$2,889,476.00

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

Holly Randolph
FDOT Grant Manager Name

DocuSigned by:
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04/17/2023 | 5:23 PM EDT
Signature Date

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Exhibit "C"
TITLE VI ASSURANCES

During the performance of this contract, the Subrecipient, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "Subrecipient") agrees as follows:

(1.) **Compliance with REGULATIONS:** The Subrecipient shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractors, including procurements of materials and leases of equipment. The Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Subrecipient for work to be performed under contract with the Subrecipient, including procurements of materials or leases of equipment, each potential Subrecipient contractor or supplier shall be notified by the Subrecipient of the Subrecipient's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The Subrecipient shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *United States Department of the Treasury,* or appropriate agency of the *federal government of the United States* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a Subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the Subrecipient shall so certify to the *Florida Department of Transportation,* or the *United States Department of the Treasury,* or other appropriate agency of the *federal government of the United States* and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the Subrecipient's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *United States Department of the Treasury,* or other appropriate agency of the *federal government of the United States* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Subrecipient shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt

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by the ***REGULATIONS,*** or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any Subrecipient contract or procurement as the *Florida Department of Transportation* or the *United States Department of the Treasury,* or other appropriate agency of the *federal government of the United States* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient contractor or supplier as a result of such direction, the Subrecipient may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "D"

SUBRICIPIENT RESOLUTION

The Subrecipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT "E"

FEDERAL FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 21.027
CFDA Title: Coronavirus State and Local Fiscal Recovery Funds

***Award Amount:** $ 2,889,476.00 (Two Million Eight Hundred Eighty-Nine Thousand Four Hundred Seventy-Six Dollars)
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

*The federal award amount may change with amendments.
**Research and Development as defined at §200.1, 2 CFR Part 200

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the "Bipartisan Infrastructure Law")
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

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EXHIBIT "F"

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges:Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs:If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT "G"
ENGINEER'S CERTIFICATION OF COMPLETION

Engineer's Certification of Completion. The Subrecipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and
Hardee County

PROJECT DESCRIPTION: CR 663 from Goose Pond Road to SR 64

FPID#: 445065-1-54-01

In accordance with the Terms and Conditions of the Coronavirus State Fiscal Recovery Funds Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLETION

In accordance with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the construction plans and specifications for the Project. The undersigned further certifies that any deviations that have been made from the approved plans are described in the List of Deviations attached to this Certification, which includes an explanation justifying the need for each deviation and the Engineer's acceptance of the deviation. The undersigned additionally certifies that a set of "as-built" plans certified by the Engineer of Record/CEI is attached hereto and provided to the Department in conjunction with this certification.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

DocuSign Envelope ID: 7E646817-AE08-42F8-BB15-C57D67AB5A3C

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

EXHIBIT P-1

INSTRUCTIONS: Subrecipient to complete this form when submitting an invoice to the department.

SUBRECIPIENT NAME:	DATES OF REPORTING PERIOD:	FDOT FINANCIAL PROJECT NO.:
Hardee County		445065-1-54-01

PROJECT DESCRIPTION: CR 663 From Goose Pond Road to SR 64

INVOICE ATTACHED: Yes No N/A		OTHER PROGRESS REPORT ATTACHED: Yes No N/A
PHOTOS ATTACHED: Yes No N/A	SUBRECIPIENT PROJECT NOTICE-TO-PROCEED DATE:	SUBRECIPIENT PROJECT ESTIMATED COMPLETION DATE:

1. PROJECT STATUS:

2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):

3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):

4. PROBLEM AREAS / OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):

SUBRECIPIENT

SUBRECIPIENT'S DESIGNATED REPRESENTATIVE

I certify that the information provided above is true and correct per the terms of the Coronavirus State and Local Fiscal Recovery Funds Agreement.

DATE	PRINTED NAME AND TITLE	SIGNATURE

FDOT

COMMENTS / NOTES

REVIEW DATE	SITE VISIT Yes No N/A	REVIEWER [PRINTED NAME & TITLE]

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CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT

Updated: 01/2023

EXHIBIT P-2

Hardee County
205 Hanchey Rd, Wauchula, FL 33873
Vendor No: F596000632048

Bill To:
INSERT DISTRICT EMAIL ADDRESS
Florida Department of Transportation
801 N. Broadway Street
Lakeland, FL 33830
PHONE NUMBER

Project Name: CR 663 from Goose Pond Road to SR 64
FPN Number(s): 445065-1-54-01

Invoice No.:	
Invoice Period:	
Total Invoice Amount	**$0.00**
Total Invoice Amount FDOT Participating:	**$0.00**
FDOT Contract/Agreement No.	
FDOT Participation Total ($)	**$0.00**
FDOT Participation Amount (%)	**100.00%**
FDOT Contract Remaining Balance:	**$0.00**

Project Phase(s) Select from drop down menu. Must match Exhibit B of Agreement.	Phase Sequence Select from drop down menu. Must match Exhibit B of Agreement.	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
Totals:		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Request for Payment Certification as Required by 2 CFR 200.415:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Coronavirus State Fiscal Recovery Funds award (ONLY applicable to ARPA assisted contracts). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
(U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient Signature (Authorized Official): _____ **Date:** _____

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LOCAL AGENCY NAME
LOCAL AGENCY ADDRESS
Vendor No:

All information in this box will be completed by the local agency. Your vendor number can be found on the front page of your agreement with FDOT.

Invoice # for this contract.

Must match the invoices being submitted.

FDOT Contract Number located on page 1.

Leave 100% unless otherwise stated in agreement. Different % would be located on page 1 or page 2 of agreement and Exhibit B.

Invoice No.:	3
Invoice Period:	6/1/2020-7/31/2020
Total Invoice Amount	$138,067.30
Total Invoice Amount FDOT Participating:	$138,067.30
FDOT Contract/Agreement No.	G91B6
FDOT Participation Total ($)	$585,000.00
FDOT Participation Amount (%)	100.00%
FDOT Contract Remaining Balance:	$335,302.43

Other than the 4 items noted, no other items in this box need to be altered. They will be completed automatically.

Bill To:
INSERT DISTRICT EMAIL ADDRESS
Florida Department of Transportation
STREET ADDRESS
CITY, STATE, ZIP
PHONE NUMBER

FDOT will enter in this information. This never changes. Do not edit.

Project Name:
FPN Number(s):

This information may be obtained from Page 1 of your agreement.

Project Phase(s) Select from drop down menu. Must match Exhibit B of Agreement.	Phase Sequence Select from drop down menu. Must match Exhibit B of Agreement.	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
Phase 54/58: Construction	Sequence 01	500,000.00	125,567.30	125,567.30	85,630.27	288,802.43
Phase 64/68: Construction, Engineering and Inspection	Sequence 09	85,000.00	12,500.00	12,500.00	26,000.00	46,500.00
	Totals:	$585,000.00	$138,067.30	$138,067.30	$111,630.27	$335,302.43

Select the lines from the drop-down menu. These lines must match the Exhibit B of the agreement. Some agreements may only have one line, others may have two or three.

Enter numbers based on the Exhibit B. These will remain the same for the life of the project unless a SA is processed to add or remove funds.

Enter numbers based on the Exhibit B. These will remain the same for the life of the project unless a SA is processed to add or remove funds.

These lines will be populated automatically based upon "Current Invoice Package Amount" and "FDOT Participation Amount (%)." Cannot edit.

Enter amounts based on previous payments processed/ reimbursed by the Department on other invoices.

These lines will be populated automatically based upon the following formula:

Remaining Balance = FDOT Participation Amount By Phase - Current Invoice Package Amount - Total FDOT Previous Payment.

Request for Payment Certification as Required by 2 CFR 200.415:

By signing this report, I certify to the best of my knowledge and belief that the report is true, comp... set forth in the terms and conditions of the Federal award (ONLY applicable to Federal-aid assiste... may subject me to criminal, civil or administrative penalties for fraud, false statements, false clain... (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Authorized Official Signature: _____ Da...

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DocuSign Envelope ID: 7E646817-AE08-42F8-BB15-C57D67AB5A3C

Exhibit P-2

SUBRECIPIENT NAME
SUBRECIPIENT ADDRESS
Vendor ID:

Invoice #		Financial Project ID:		Contract #		Project Description:					
	Billing Period		From (Earliest Begin):		To (Latest End):						
Line	Service Beg. Date	Service End Date	Vendor	Vendor Invoice #	Vendor Invoice Date	Check # /EFT #	Date Paid	Amount	Phase	Comments
DESIGN										
1										
2										
3										
4										
5										
6										
7										
8										
						Total Design Invoices Amount		$ -		
CONSTRUCTION										
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
						Total Construction Invoices Amount		$ -		
CEI										
1										
2										
3										
4										
5										
6										
7										
8										
						Total CEI Invoices Amount		$ -		

Total Amount of All Invoices $ -

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RESOLUTION 2023-33
HARDEE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF THAT CERTAIN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF COUNTY ROAD 663 (CR 663) FROM GOOSEPOND ROAD TO STATE ROAD 64 (SR 64); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

HARDEE CLERK TO BOARD
MAY 5 '23 AM9:59

WHEREAS, Hardee County, a political subdivision of the State of Florida, (the "County") is authorized to enter into agreements with state agencies such as the Florida Department of Transportation ("FDOT"); and

WHEREAS, the County is designated a small county meeting the requirements of the Small County Road Assistance Program ("SCRAP") pursuant to Section 339.2816, Florida Statutes, and the Small County Outreach Program ("SCOP") pursuant to Section 339.2818, Florida Statutes; and

WHEREAS, the County has been awarded funding for the purpose of re-surfacing designated roadways subject to reimbursement requirements and execution of an Agreement with FDOT; and

WHEREAS, the County requested additional funding for a portion of the approved projects based upon an increase in the per-mile estimated cost and revised projected costs to complete the projects; and

WHEREAS, County Road 663 ("CR 663") is approximately 5.648 miles, from Goosepond Road to State Road 64 ("SR 64") and was approved in Fiscal Year 2023 for $1,334,400 which is below the anticipated per mile cost, an additional $1,216,679 has been requested which is within the approved and budgeted American Rescue Plan Act of 2021 ("ARPA") pursuant to Sections 339.2816 and 339.2818, Florida Statutes; and

WHEREAS, the CR 663 project identified under FDOT Financial Project ID# 445065-1-54-01 is funded in the amount of $2,889,476.00 under the Coronavirus State and Local Fiscal Recovery Funds Program established by ARPA; and

WHEREAS, the Board of County Commissioners of Hardee County find it to be in the best interest of the County to approve the agreement for the CR 663 project and authorize the Chairman to sign the FDOT ARPA Coronavirus State and Local Fiscal Recovery Funds Agreement (attached as Exhibit "A") and any additional documents in furtherance of obtaining the funds for the CR 663 Project.

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

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

Section 2. Approval and Ratification. The Hardee County Board of Commissioners hereby approves the FDOT ARPA Coronavirus State and Local Fiscal Recovery Funds Agreement No. 445065-1-54-01in substantially the attached form (included and attached hereto as Exhibit "A.")

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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APPROVED AND ADOPTED this 4th day of May, 2023 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

BY: _____
NOEY A. FLORES, CHAIRMAN

(SEAL)

ATTEST:

BY: Victoria L. Rogers

Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
Date Board Approved: 05/04/203
Date: 05/05/2023

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

DocuSign Envelope ID: 7E646817-AE08-42F8-BB15-C57D67AB5A3C

Florida Department of Transportation

RON DESANTIS
GOVERNOR

801 North Broadway
Bartow, Florida 33830

JARED W. PERDUE, P.E.
SECRETARY

MEMORANDUM

Date: January 27, 2023

To: L.K. Nandam, P.E., District Secretary

From: John M. Kubler, P.E., Director of Transportation Development

Copies: Greg Bowne, Melissa Slater, Nicole Mills, Abra Horne, Kevin Ingle

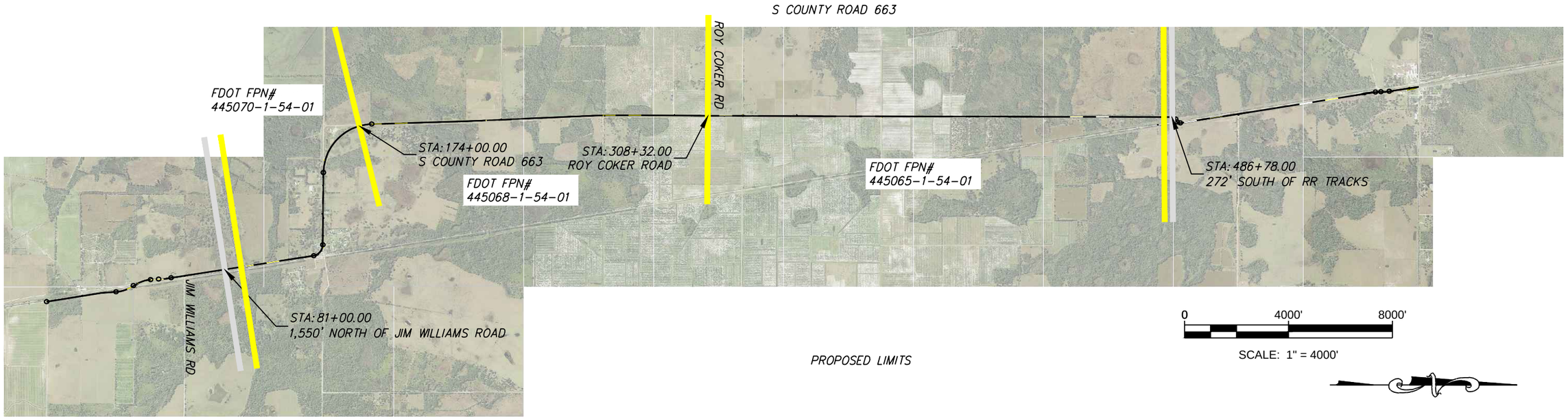
Subject: Delegation of Authority for John Kubler

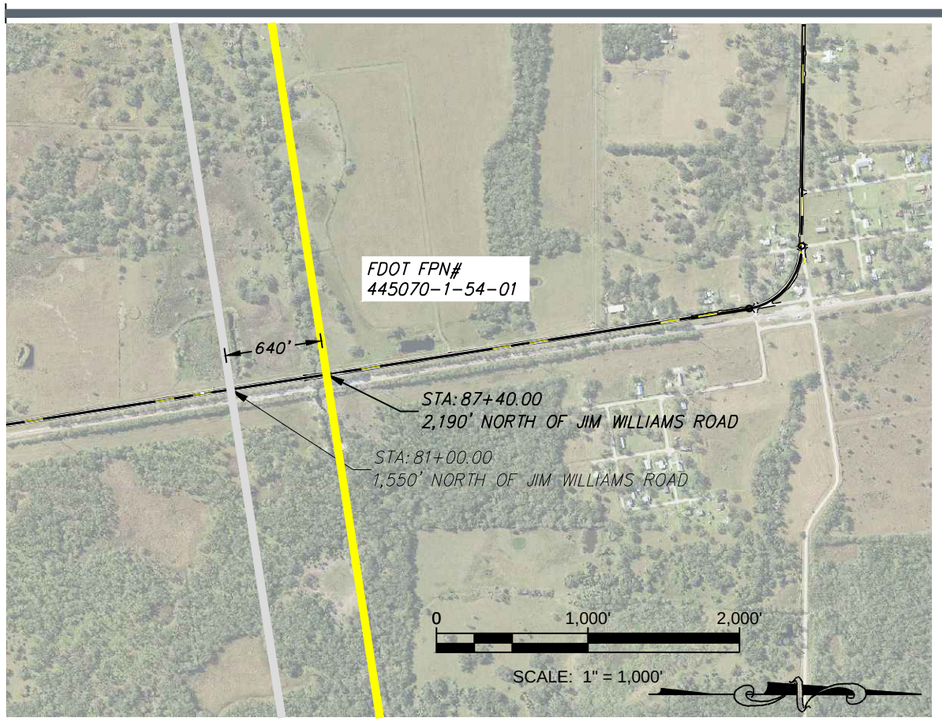
Effective February 3, 2023, I will be serving as the Interim District Secretary for District One. During this period, Nicole Mills, P.E., Intermodal Systems Development Administrator will serve as the Interim Director of Transportation Development.

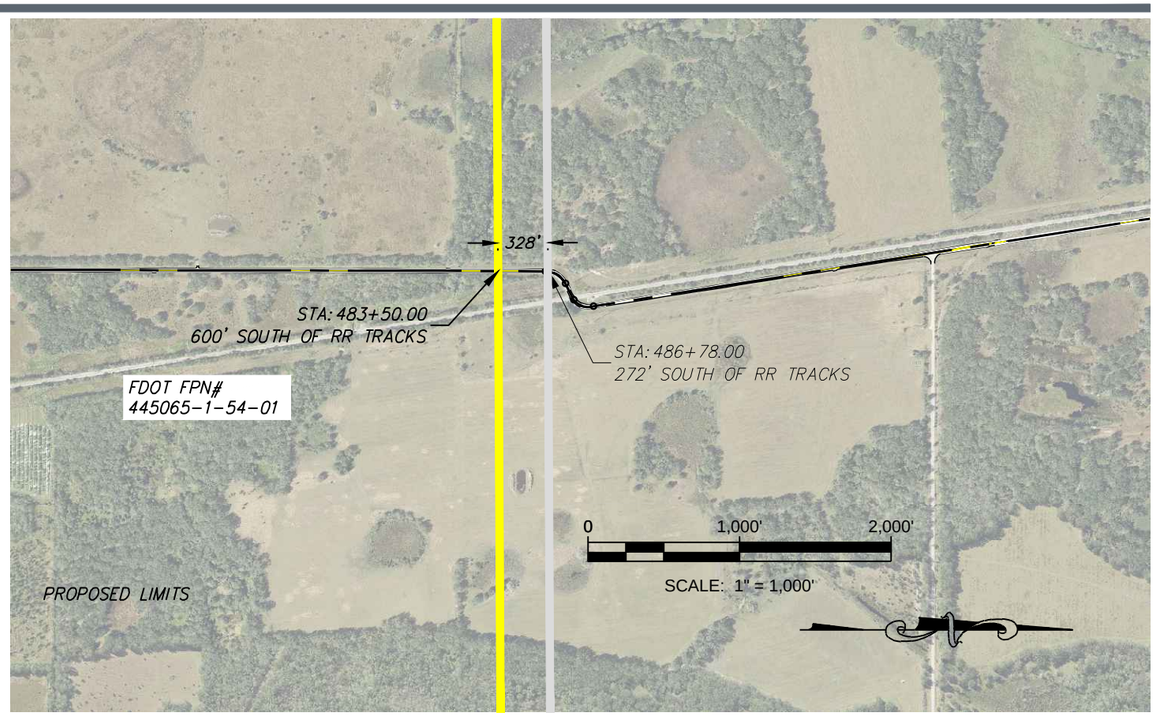
Therefore, I delegate Nicole Mills, P.E., as the Interim Director of Transportation Development, to act on behalf of the Director of Transportation Development and sign all documents except for Human Resources related items such as hire packages, telework agreements, etc. which I will retain in my court. Signature should be made "in your name for the Interim Director of Transportation Development".

This delegation will remain in effect from Friday, February 3, 2023 through May 31, 2023, unless rescinded.

John M. Kubler, P.E.
Director of Transportation Development







NUMBER	DATE	DESCRIPTION
P-4	08/16/2024	REVISED GUARDRAIL LENGTHS AND ANCHORAGES
P-3	07/17/2024	REVISED PER FDOT COMMENTS
P-2	06/12/2024	ISSUED TO FDOT FOR 100% REVIEW
P-1	05/08/2024	REVISED PER FDOT 60% COMMENTS
P-0	03/28/2024	ISSUED TO FDOT FOR 60% REVIEW

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2024 CHASTAIN SKILLMAN REG. NO. 262

CHASTAIN SKILLMAN

HARDEE COUNTY BOARD
OF COUNTY COMMISSIONERS
CR-663 HARDEE COUNTY, FLORIDA

ORIGINAL VS PROPOSED PROJECT LIMITS

This item has been digitally signed and sealed by W. R. Cauthan on the date adjacent to seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

ENGINEER: W. R. CAUTHAN, P.E.
REG. NO.: 27563

PROJECT NUMBER: 10350.05

SHEET NUMBER: EX-01

P:\1035005\CAD\Civil\1035005\Production Drawings\1035005-WRC-2023-FDOT-EXHIBIT.dwg 11x17 (Civil)-BOTTOM (2) Jan 09, 2025 11:06am by: rcarnahan

AGENDA ITEM NO. 13.G

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Capital Projects
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Christopher Simpron, Assistant County Manager -** Resolution 2026-10 - Award of RFQ 25-007 to Ajax

SUGGESTED ACTION:

- Motion to approve Resolution 2026-10, A Resolution of the Board of County Commissioners of Hardee County, Florida, approving the award of Request for Qualifications (RFQ) number 25-007 Construction Manager At-Risk (CMAR) professional services agreement (pre-construction phase) for the Hardee County Fire Station #1 and authorizing the County Manager or Chair to execute the agreement with Ajax Building Company; providing for authorization; and providing for an effective date.

ATTACHMENTS:

Agenda Memo_Fire Stn. 1 CMAR Pre-Construction Phase Services RFQ 25-007_Award and Agreement.pdf
Resolution # 2025-10 - RFQ Award and Agreement draft.docx
25.09.30 Hardee FS 1-Ajax Bldg. Personnel Rate Sheet.pdf
PSA_RFQ Fire Station CMAR Pre-Construction Phase Services Agreement_draft 6-2025.docx

Hardee County
FLORIDA

CAPITAL PROJECTS

To: Terry Atchley, County Manager

From: Christopher Simpron, Assistant County Manager

Subject: RFQ 25-007- Construction Management At-Risk (CMAR) Professional Services Agreement (Pre-Construction Phase) for the Hardee County Fire Station #1

Date: December 4, 2025

During the October 16, 2025 Hardee County Commissioners Board Meeting, the Board approved the ranking and authorized the County Manager to negotiate an agreement starting with the top-ranked firm, Ajax Building Company, and if unable to negotiate a fair, competitive, and reasonable agreement, negotiate with the next highest ranked firm until negotiations are successful.

The County Manager has negotiated a fair, competitive, and reasonable agreement with the top-ranked firm, Ajax Building Company. The hourly rates, which were the same rates provided by Ajax for the new Emergency Operations Center (EOC) project, were reviewed and compared to internal historical rates from previous Hardee County contracts. In addition, the county also utilized the FDOT Negotiations Handbook in reviewing the job classifications for the Ajax Building Company's staff assigned to this project to ensure it meets the minimum number of years' experience.

Staff recommend Board approval authorizing the County Manager to execute the CMAR Professional Services Agreement (Pre-Construction Phase) with Ajax Building Company and any renewals provided for in the agreement for Services, in an amount not to exceed $71,688.

It is important to note that the Pre-Construction Phase includes the development of the Guaranteed Maximum Price (GMP) based on the 100% construction plans. If the GMP is within the remaining construction budget, the County will initiate the 2nd phase of the CMAR services agreement with Ajax Building which is the construction phase. The County Manager will present the Construction Phase Agreement for the Board's consideration.

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

RESOLUTION NO. 2026-10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS NO. 25-007 CONSTRUCTION MANAGER AT-RISK (CMAR) PROFESSIONAL SERVICES AGREEMENT (PRE-CONSTRUCTION PHASE) FOR THE HARDEE COUNTY FIRE STATION #1 AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE THE AGREEMENT WITH AJAX BUILDING COMPANY; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 16, 2025, the Hardee County (the "County") Board of County Commissioners (the "Board") accepted the ranking of qualified firms pursuant to Request for Qualifications No. 25-007 (the "RFQ") seeking proposals from qualified firms to provide the CMAR Pre-Construction Phase Professional Services (the "Services"); and

WHEREAS, the County Manager has negotiated a fair, competitive and reasonable agreement in substantially the attached form (Exhibit "A") with the top-ranked firm, Ajax Building Company ("Ajax"); and

WHEREAS, the Board finds that it would be in the best interests of the County to authorize the County Manager to execute the agreement with Ajax and any renewals provided for in the agreement for Services, in substantially the attached form (Exhibit "A"), in an amount not to exceed _____.

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

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

Section 2. **Approval and Authorization.** That the Hardee County Board of County Commissioners hereby approves and authorizes the County Manager to execute the Agreement with Ajax in substantially the attached form (included and attached hereto as Exhibit "A"), in an amount not to exceed $71,688.

Section 3. **Expenditure.** The County Manager is authorized to expend approved budgeted funds in accordance with the executed agreement with Ajax and this Resolution.

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

APPROVED AND ADOPTED this 4th day of December, 2025 at a regular meeting of The Board of County Commissioners of Hardee County, Florida.

THE BOARD OF COUNTY COMMISSIONERS
OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Board Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL
SUFFICIENCY:

_____
BRYANT MILLER OLIVE, P.A.
COUNTY ATTORNEY

HARDEE COUNTY FIRE STATION NO. 1

Key Personnel

9/30/2025

Description	Base Hourly Rate	Labor Burden at 49%	Hourly Rate (w/Burden)
Principle	132.21	64.78	197.00
Regional Director	110.58	54.18	164.76
Operations Manager	91.35	44.76	136.11
Senior Project Manager	78.37	38.40	116.76
Project Manager	67.79	33.22	101.00
Project Engineer	40.87	20.02	60.89
Assistant Project Manager	51.44	25.21	76.65
Senior Superintendent	78.37	38.40	116.76
Project Superintendent	67.79	33.22	101.00
Assistant Superintendent	45.67	22.38	68.05
Director of Field Operations	108.17	53.00	161.18
Director of Risk Management	88.94	43.58	132.52
Chief Estimator	84.13	41.23	125.36
Estimator	62.50	30.63	93.13
Preconstruction Manager	74.52	36.51	111.03
Director of Preconstruction	98.56	48.29	146.85
BIM Coordinator	60.10	29.45	89.54

Note: Rates reflect current values. All rates subject to annual adjustment.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HARDEE COUNTY
AND
AJAX BUILDING COMPANY

THIS AGREEMENT (this "Agreement") is made effective as of the 4th day of December, 2025 (the "Effective Date"), by and between **HARDEE COUNTY, FLORIDA,** a political subdivision existing under the laws of Florida, (the "County"), and **AJAX BUILDING COMPANY**, a construction company authorized to do business in the State of Florida (hereinafter, the "Contractor").

WHEREAS, on December 4, 2025, the County awarded the Contractor a contract for construction manager at risk (pre-construction phase) services (the "Services"), pursuant to Request for Qualifications No. 25-007 for Construction Manager At Risk Services – Hardee County Fire Station No. 1 ("RFQ No. 25-007") attached as Composite Exhibit "A"; and

WHEREAS, on December 4, 2025, the Board of County Commissioners approved and awarded RFQ No. 25-007 to the Contractor, in an amount not to exceed $_____; and

WHEREAS, the Contractor will perform the Services for the County, as outlined in Exhibit "A" and further described in Contractor's Response (the "Proposal") included as part of Composite Exhibit "A" and incorporated as if set forth herein; and

WHEREAS, the Contractor and County, through mutual negotiation, have agreed upon the fee/rate schedule set forth in Exhibit "B" (the "Fee/Rate Schedule") for the Services; and

WHEREAS, the County desires to engage the Contractor to perform the Services and provide the deliverables as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the County agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

2. **Scope of Services.**

   2.1. Contractor shall provide the Services as set forth in Exhibit "A" in accordance with the Proposal incorporated herein by reference (the "Services").

   2.2. Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the County.

   2.3. The Contractor shall abide by the terms and requirements of RFQ No. 25-007, as though fully set forth herein.

3. Term/Commencement Date.

3.1. The term of this Agreement shall be from the Effective Date through two (2) years thereafter, unless earlier terminated in accordance with Subsection 9. Additionally, subject to prior written approval of the parties, this Agreement may be renewed for up to two (2) additional one (1) year periods on the same terms as set forth herein.

3.2. Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the County Manager.

4. Compensation and Payment.

4.1. Compensation for Services provided by Contractor shall be in accordance with the Fee Schedule and in a total amount not to exceed $_____. Additional expenses that are not included in the Rate Schedule must be pre-approved, in writing by the County, and will be considered as line-item reimbursements, without markup.

4.2. Contractor shall deliver an invoice to the County no more often than once per month detailing Services completed and the amount due to Contractor under this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of work completed for each task invoiced. The County shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the County Manager.

5. Subcontractors. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project. Contractor may only utilize the services of a particular subcontractor with the prior written approval of the County Manager, which approval may be granted or withheld in the County Manager's sole and absolute discretion.

6. County's Responsibilities.

6.1. County shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the County, and provide criteria requested by Contractor to assist Contractor in performing the Services.

6.2. Upon Contractor's request, County shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

7. Contractor's Responsibilities; Representations and Warranties.

7.1. The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services for each Project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to County requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

7.2. The Contractor hereby warrants and represents that at all times during the term of this

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Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to provide **contracted** services.

7.3. The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for County as an independent contractor of the County. Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

7.4. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

8. **Conflict of Interest.** To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the County.

9. **Termination.**

9.1. Termination for Convenience: For and in consideration of $10.00, if the County determines that it is in its best interest to do so, the County may terminate the Contract without cause upon thirty (30) days' written notice to the Contractor. If the County terminates the Contract pursuant to this subsection, Contractor shall promptly submit to the County its costs to be paid on work performed up to the time of termination. If the Contractor has any property belonging to the County in its possession, Contractor shall account for the same and dispose of it as directed by the County.

9.2. Termination for Default: the County may terminate the Contract for cause at any time immediately upon written notice to the Contractor, if: (1) the Contractor fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Contractor fails to perform in the manner called for in the Contract Documents; or (3) the Contractor does not provide services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the County may allow the Contractor an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the County's written notice of termination to the Contractor shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Any such termination for default shall not in any way operate to preclude the County from also pursuing all available remedies against Contractor and its sureties for said breach or default. The Contractor may terminate the Contract for cause if the County fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that Contractor must first provide notice of the alleged breach to the County and give the County thirty (30) days written notice to cure the alleged breach. If the County cures the alleged breach or is making a good faith effort to cure said breach

during the thirty (30) day cure period, Contractor may not terminate the Contract.

9.3. **Non-Appropriation**. In the event the County, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to Contractor under this Agreement, the County shall notify Contractor of such occurrence, and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the County.

9.4. Upon receipt of the County's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the County Manager.

9.5. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the County, in a hard copy and electronic format within ten (10) days from the date of the written notice of termination or the date of expiration of this Agreement.

9.6. In the event of termination by the County, the Contractor shall be paid for all work accepted by the County Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 9.5.

9.7. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

10. **Default.** If Contractor fails to timely begin the Work, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work within the Contract Time, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if the Contractor shall fail to perform any material term set forth in the Agreement or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, the County may, in accordance with Section 9.2, terminate the services of Contractor, exclude Contractor from the Project site, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may finish the Work by whatever methods it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Project is completed. All damages, costs and charges incurred by the County, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by County shall exceed monies due Contractor from the County, Contractor shall be liable and shall pay to the County the amount of said excess promptly upon demand therefore by the County. In the event it is adjudicated that the County was not entitled to terminate the Contract as described hereunder for default, the Contract shall automatically be deemed terminated by the County for convenience as described herein.

11. **Reprocurement Upon Termination.** If this Agreement is terminated by the County for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the County in reprocuring elsewhere the same or similar items or services offered by Contractor

12. **Insurance.**

12.1. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as

satisfactory to County, naming the County as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the County, its officials, employees, agents, and volunteers, naming the County as additional insured. Any insurance maintained by the County shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the County as it deems necessary or prudent.

Commercial General Liability coverage with limits of liability of not less than a $1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of $2,000,000 each.

Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

Business Automobile Liability with minimum limits of $1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit.

12.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the County, reflecting the County as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by County and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to County prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the County. The Certificates of Insurance shall not only name the types of policy(ies) provided but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The County reserves the right to inspect and return a certified copy of such policies, upon written request by the County. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the County before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the County.

12.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the County is to be specifically included as an Additional Insured for the liability of the County resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the County as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the County shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

12.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the County. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

13. **Nondiscrimination.** During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

14. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

15. **Indemnification.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor, its employees, agents, officers, subcontractors and other persons employed or utilized by Contractor in the performance of this agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision complies with section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which Contractor provided services be hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the County is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of Contractor against the County and Contractor waives

any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement, however terminated.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED

16. **Patents and Royalties.** The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the County against any claim, suit or proceeding brought against the County which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the County in such matter.

17. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

18. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Hardee County, Florida.

19. **Entire Agreement/Modification/Amendment.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify, alter or amend the terms or conditions of this Agreement, unless executed with the same formality as this document.

20. **Ownership and Access to Records and Audits.**

    20.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the County which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the County. Contractor shall promptly disclose such Work Product to the County and perform all actions reasonably requested by the County (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

20.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The County Manager or designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the County.

20.3. Upon request from the County's custodian of public records, Contractor shall provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

20.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the County.

20.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the County Manager, at no cost to the County, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the County in a format that is compatible with the County's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

20.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

20.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the County.

21. <u>Federally Required Contract Clauses.</u> In the performance of all Services under this Agreement which are subject to State or Federal funding guidelines that require compliance with below included provisions, the Contractor shall adhere to (1) the contract provisions listed under 2 CFR Part 200, Appendix II, as may be amended from time to time. The Contractor shall comply with the following terms and provisions for all Services:

21.1. Equal Employment Opportunity. During the performance of this Agreement, the Contractor agrees as follows:

21.1.1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

21.1.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21.1.3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

21.1.5. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

21.1.6. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.1.7. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

21.1.8. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

21.1.9. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding subsection 28.1 and the provisions of subsections 20.1.1 through 20.1.9 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.1.10. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

21.1.11. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

21.1.12. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21.2. **Compliance with the Davis-Bacon Act.** As applicable, during the performance of this Agreement, the Contractor agrees as follows:

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, Contractors are required to pay wages not less than once a week.

21.3. **Compliance with the Copeland "Anti-Kickback" Act.** As applicable, during the

performance of this Agreement, the Contractor agrees as follows:

Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

21.4. Compliance with the Contract Work Hours and Safety Standards Act. As applicable, during the performance of this Agreement, the Contractor agrees as follows:

21.4.1. Overtime requirements. The Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require nor permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

21.4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 21.4.1. of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 21.4.1. of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 21.4.1. of this section.

21.4.3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection 21.4.2. of this section.

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21.4.4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subsections 21.4.1 through 21.4.4. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subsections 21.4.1. through 21.4.4. of this section.

21.5. Rights to Inventions Made under this Agreement.

21.5.1. As applicable, if the Contractor is engaged for the performance of experimental, developmental, or research, the Contractor's work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

21.6. Clean Air Act and Federal Water Pollution Control Act. As required by Federal program legislation, the Contractor agrees to comply with the following federal requirements:

21.6.1. *Clean Air Act*.

21.6.1.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (2)

21.6.1.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.1.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

21.6.2. *Federal Water Pollution Control Act.*

21.6.2.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

21.6.2.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to The State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

21.6.2.3. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

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21.7. **Suspension and Debarment.** During the performance of this Agreement, the Contractor agrees as follows:

21.7.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required, and will, verify that neither Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

21.7.2. The Contractor will comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

21.7.3. Contractor's certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

21.7.4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

21.8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** During the performance of this Agreement, the Contractor agrees as follows:

21.8.1. The Contractor certifies to the County that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The required Certification is attached to this Agreement*.

21.8.2. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the County.

21.9. **Procurement of Recovered Materials.** As required by federal program legislation, Contractor agrees to the following:

21.9.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

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at a reasonable price.

21.9.2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

21.9.3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

21.10. DHS Seals, Logos, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

21.11. Compliance with Federal Law, Regulations, and Executive Orders. The Contractor acknowledges that Federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

21.12. No Obligation by Federal Government. Contractor acknowledges that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

21.13. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor actions pertaining to this Agreement.

21.14. Access to Records.

21.14.1. The Contractor agrees to provide the State of Florida, the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

21.14.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

21.14.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

21.14.4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

21.15. Affirmative Socioeconomic Steps/Small and Minority Businesses, Women's Business Enterprises.

21.15.1. Contractor shall comply with 2 C.F.R. § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms."

21.15.2. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

21.16. Change or Modification. To be eligible for federal assistance under a Federal grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, the Contractor shall comply with the following:

21.16.1. Without invalidating the Agreement, County reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to fully and properly complete the project in a satisfactory manner in accordance with the scope of the Federal grant or cooperative agreement. Any extra or additional work within the scope of this Agreement must be accomplished by means of appropriate Field Orders or Change Orders.

21.16.2. The County shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order involves no change in the Agreement Price or the Agreement Time.

21.16.3. Changes in the quantity or character of the Work or Services within the scope of the Project which are not properly the subject of Field Orders, including all changes resulting in changes in the Agreement Price, or the Agreement Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of County's Procurement Code, as amended from time to time.

21.17. Remedies. County confirms that it is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.

21.18. Prohibition on Contracting for Covered Telecommunications Equipment or Services. If applicable, the Contractor shall agree as follows:

21.18.1. The County and the Contractor must comply with the Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. 200.216, which prohibits the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Towards that end, the Contractor shall ensure that the Contractor and its subcontractors do not:

Procure or obtain any equipment, system, or service that uses covered telecommunications equipment of services as a substantial or essential component

of any system, or as critical technology of any system;

Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as substantial or essential component of any system or as critical technology of any system; or

Enter into, extend or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Additional information, including definitions for this requirement, can be found in FEMA Policy 405-143-1. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).

21.19. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21.20. License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the Contractor shall agree as follows:

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

21.21. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training.

21.21.1. Applicability. This clause is applicable when the Contractor has access to sensitive information or the Contractor's IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data. If applicable, this clause shall apply to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

21.21.2. Definitions. As used in this clause— "Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

21.21.2.1. PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

Sensitive Information, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially

communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

"Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor's employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

22. <u>E-Verify Affidavit.</u> In accordance with Section 448.095, Florida Statutes, the County requires all contractors doing business with the County to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The County will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

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The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

23. **Conflict; Agreement Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of any prior Agreement, the terms and provisions of this Agreement shall control.

24. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

25. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Victoria L Rogers, 417 WEST MAIN STREET SUITE 214, WAUCHULA, FL 33873, (863)-773-4174, EXT. 7227, CLERKMINUTES@HARDEECLERK.COM**

26. **Nonassignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the County Manager. The County is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the County's area, circumstances and desires.

27. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

28. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the County with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

29. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

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

or wrongful conduct.

31. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

32. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

33. **Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

34. **No Affiliation Foreign Country of Concern.** By executing this Agreement and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.138, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not owned by the government of a foreign country of concern, (b) a government of a foreign country of concern does not have a "controlling interest" over it, (c) it is not organized under the laws of or has its principal place of business in a foreign country of concern. Notwithstanding anything contained in this Agreement to the contrary, the [Govt] may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (c) above in accordance with section 287.138, Florida Statutes. Such termination shall be in addition to any and all remedies available to the County at law or in equity.

    For purposes of this section, "Foreign Country of Concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. For purposes of this section, "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

35. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

36. **Scrutinized Companies**. By executing this Agreement and each and every renewal (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Contractor certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) that it does not have business operations in Cuba or Syria, and (d) that it is not participating in a boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement and as of the effective

date of any renewal. Notwithstanding anything contained in this Agreement to the contrary, the County may terminate this Agreement immediately if: (1) Contractor is found to have submitted a false certification regarding (a) – (d) above in accordance with section 287.135(5), Florida Statutes, or (2) Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List as that term is defined and such list is maintained pursuant to Section 287.135, Florida Statutes, or is otherwise engaged in a boycott of Israel. Such termination shall be in addition to any and all remedies available to the County at law.

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

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

39. **Electronic Signatures.** This Agreement may be executed by electronic signature technology, and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

40. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

    40.1. First Priority: Base Agreement;

    40.2. Second Priority: Exhibit A – RFQ No. 25-007

    40.3. Third Priority: Exhibit C – Fee Schedule

    40.4. Fourth Priority: Exhibit B – Contractor's Response

41. **Non-Exclusive Agreement.** The County reserves the right to procure or acquire similar Services from another Contractor while this Agreement is in full force and effect.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

HARDEE COUNTY

By: _____
Terry Atchley, County Manager

Approved as to form and legal sufficiency:

By: _____
Bryant Miller Olive, P.A.
County Attorney

Addresses for Notice:

Hardee County
Attn: County Manager
412 W. Orange Street, Room 103
Wauchula, FL 33873

863-773-9430 (telephone)
Terry.atchley@hardeecountyfl.gov (email)

With a copy to:
Hardee County
Attn: County Attorney
412 W. Orange Street, Room 103
Wauchula, FL 33873
sjohnston@bmolaw.com

CONTRACTOR

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

_____
_____
_____
_____

_____
_____

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AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

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

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor, pursuant to Section 287.138, Florida Statues, certifies that (1) Contractor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Contractor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Contractor is not organized under the laws of nor has its principal place of business in a foreign country of concern.

B. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

C. For purposes of this affidavit, controlling interest means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

D. This Affidavit is executed by the Contractor accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Contractor access to an individual's personal identifying information.

I, the undersigned, have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of Section 287.138, Florida Statutes may result in civil penalties, prohibition against doing business with any governmental entity of the State of Florida, and the suspension or revocation of all business or professional licenses and certification issued by the State of Florida.

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

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

DRAFT

Anti-Human Trafficking Affidavit

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

The undersigned, on behalf of _____ ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the County from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

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

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

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

Authorized Signature: _____ Date: _____

Printed Name:_____ Title: _____

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

DRAFT

AGENDA ITEM NO. 13.H

Item Cover Page

HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

DATE:	December 4, 2025
SUBMITTED BY:	Brandy Crawford, Grants Management Department
ITEM TYPE:	Business Agenda - Action Items
AGENDA SECTION:	**BUSINESS AGENDA - Action Items:**
SUBJECT:	**Lorie Ayers, General Services Director -** Non-Profit Funding Application and Grant Cycle
SUGGESTED ACTION:	- Board discretion.

ATTACHMENTS:

Memo.pdf
Hardee_County_Donation_Application_Clean.docx
Hardee_County_Donation_Application_Template.docx
hardee_county_nofo_and_ranking.docx
Hardee_County_Nonprofit_Funding_Policy.docx
Resolution.pdf
Policy.pdf

Hardee County FLORIDA

GRANTS MANAGEMENT

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
863-773-6349

WEBSITE
hardeecountyfl.gov

To: Terry Atchley, County Manager

Through: Doug Baber, Assistant County Manager

From: Lorie Ayers, General Services Director

Subject: Charitable Donation Policy Implementation Discussion

Date: December 04, 2025

The purpose of this discussion is to present the Board with the newly adopted Charitable Donation and Solicitation Policy (per Resolution No. 2025-84) and to review the supporting tools developed to ensure transparency and consistency in the application and award process.

Background:
The Board adopted a comprehensive policy governing charitable donations and solicitations to ensure compliance with Florida law and promote a fair, transparent process for distributing County funds for valid public purposes benefiting Hardee County residents.

The policy outlines eligibility requirements, review criteria, and procedures for both County-initiated solicitations and external requests.

Requested Action:
Open discussion and Board input on the proposed application process and supporting documents to ensure alignment with County priorities and compliance with adopted policy.

HARDEE COUNTY – CHARITABLE DONATION APPLICATION

Instructions

Complete all sections. Fields marked with * are required.

Section 1 – Applicant Information

Organization Legal Name *

Mailing Address *

Primary Phone *

Website

Primary Contact Person *

Email *

Section 2 – Eligibility & Organizational Status

IRS Status *

Proof of Status *

Service Area *

County Residents Served *

Section 3 – Organization Purpose & Capacity

Mission Statement *

Programs/Services Overview *

Partners & Support *

Section 4 – Donation Request

Amount Requested (USD) *

Use of Funds *

Goods/Services/In-kind (if applicable)

Section 5 – Alignment & Measurable Outcomes

Alignment with County Priorities *

Measurable Outcomes *

Public Support & Risk Mitigation

Section 6 – Non-Discrimination Certification *

By signing below, the organization certifies it does not discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

Section 7 – Required Attachments

- IRS 501(c) determination letter (or applicable status)
- Current Florida registration (e.g., Sunbiz printout)
- Most recent organizational budget and project budget
- Letters of community support (optional but recommended)

Section 8 – Signature

Authorized Signer Name & Title *

Signature *

Date *

HARDEE COUNTY – CHARITABLE DONATION APPLICATION

Instructions

Complete all sections. Fields marked with * are required. Replace the gray placeholder text with your responses.

Section 1 – Applicant Information

Organization Legal Name *
Type the legal name of your organization

Mailing Address *
Street, City, State, ZIP

Primary Phone *
(xxx) xxx-xxxx

Website
https://…

Primary Contact Person *
Full name and title

Email *
name@example.org

Section 2 – Eligibility & Organizational Status

IRS Status *
Provide 501(c) designation (e.g., 501(c)(3)) and EIN

Proof of Status *
List attached documents: IRS determination letter, Sunbiz registration, etc.

Service Area *
Confirm operations within Hardee County and describe service locations

County Residents Served *
State percentage of participants who are Hardee County residents (must be ≥ 80% if applicable)

Section 3 – Organization Purpose & Capacity

Mission Statement *
Summarize the organization's mission

Programs/Services Overview *
Briefly describe primary programs/services

Partners & Support *
List community partners and other funding sources

Section 4 – Donation Request

Amount Requested (USD) *
$0.00

Use of Funds *
Describe exactly how funds will be used and why it serves a valid public purpose for Hardee County residents

Goods/Services/In-kind (if applicable)
Describe any requested in-kind support; note County may calculate internal costs

Section 5 – Alignment & Measurable Outcomes

Alignment with County Priorities *
Explain how outcomes align with County mission/BOCC goals

Measurable Outcomes *
List outcome metrics (e.g., # residents served, % achieving targets)

Public Support & Risk Mitigation
Summarize community support and how risks to the County will be minimized

Section 6 – Non-Discrimination Certification *

By signing below, the organization certifies it does not discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

Section 7 – Required Attachments

- IRS 501(c) determination letter (or applicable status)
- Current Florida registration (e.g., Sunbiz printout)
- Most recent organizational budget and project budget
- Letters of community support (optional but recommended)

Section 8 – Signature

Authorized Signer Name & Title *
Type full name and official title

Signature *
(Sign digitally or print and sign)

Date *
MM/DD/YYYY

Submit this application to the County Manager or designee. Approval is discretionary and subject to BOCC budget and policies.

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Issued by: Hardee County Board of County Commissioners

Issue Date: January __, 2025

Application Deadline: January __, 2025

Purpose: Hardee County seeks applications from eligible nonprofit organizations for funding opportunities that serve a valid public purpose benefiting County residents.

Eligibility: Must be a 501(c) nonprofit registered in Florida, serving primarily Hardee County residents.

Submission Instructions: Complete the application form and submit all required documents by the deadline.

RANKING SHEET

Criteria	Description	Score (1-10)
Alignment	Measurable outcomes align with County priorities	
Capacity	Organizational capacity and financial stability	
Community Support	Level of partnerships and public support	
Impact	Impact on County resources and risk	
Overall Benefit	Public purpose and measurable outcomes	

HARDEE COUNTY NONPROFIT FUNDING POLICY

Purpose

To establish a transparent and equitable process for awarding County funds to eligible nonprofit organizations in alignment with Hardee County's Charitable Donation Policy and Resolution No. 2025-84.

Authority

This policy is adopted pursuant to Resolution No. 2025-84 and the Comprehensive Policy Governing Charitable Donations and Solicitations.

Funding Cycle

1. Notice of Funding Opportunity (NOFO): Issued annually in January, including eligibility criteria, application instructions, deadlines, and ranking methodology.
2. Application Deadline: All applications must be submitted by the date specified in the NOFO (typically late January).
3. Application Review: In February, County staff will gather all applications, verify eligibility, and schedule a workshop for nonprofit presentations.
4. Nonprofit Workshop: Eligible nonprofits present proposals to the Board of County Commissioners (BOCC), including mission, proposed use of funds, and measurable outcomes.

Ranking and Evaluation

Applications will be scored using a Ranking Sheet based on:

- Alignment with County strategic priorities.
- Measurable outcomes and public benefit.
- Organizational capacity and financial stability.
- Community support and partnerships.
- Impact on County resources and potential risks.

Eligibility

Must be a not-for-profit 501(c) organization registered in Florida and operating within Hardee County; serve primarily Hardee County residents (minimum 80%); certify compliance with non-discrimination requirements.

Award and Agreement

Funding decisions are at the discretion of the BOCC. Approved organizations may be required to enter into a formal agreement with the County.

Reporting

Recipients must submit a post-award report detailing fund usage and outcomes.

RESOLUTION NO. 2025-84

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, ADOPTING A CHARITABLE DONATION AND SOLICITATION POLICY; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 112, Florida Statutes, contains the Code of Ethics for Public Officers and Employees, and included in the code is provisions governing conflicts of interests, misuse of position, and standards of conduct for public officers and employees; and

WHEREAS, Hardee County, Florida (the "County") is eligible to receive and give donations so long as the donations serve a valid public purpose and are not given for an illegal purpose; and

WHEREAS, the Board of County Commissioners (the "Board"), in an effort to promote transparency and ensure any donations made to the County comply with Florida law desires to adopt a comprehensive policy governing charitable donations and solicitations as provided in the attached Exhibit "A"; and

WHEREAS, Article VII, section 10, Florida Constitution provides that County funds may only be expended for a public purpose benefiting the residents and property owners in Hardee County; and

WHEREAS, the Board finds that adoption of the comprehensive policy governing charitable donations and solicitations provided in the attached Exhibit "A" and related charitable donation form agreement attached as Exhibit "B" is in the best interests of the County and further authorizes the County Manager, Hardee County Clerk of the Board and designees to implement the policy and related application process.

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

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

Section 2. **Approval and Authorization.** That the Board hereby approves the comprehensive policy governing charitable donations and solicitations as provided for in

the attached Exhibit “A” (the “Policy”) and the form charitable donation agreement attached as Exhibit “B.”

Section 3. **Implementation.** The Board hereby approves and authorizes the County Manager or Designee and County Clerk of the Board to do all things necessary to implement the Policy in accordance with this Resolution.

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

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

THE BOARD OF COUNTY COMMISSIONERS OF HARDEE COUNTY, FLORIDA

_____
Russell A. Melendy
Chair

ATTEST:

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

APPROVED AS TO FORM, CONTENT & LEGAL SUFFICIENCY:

_____
Sarah Johnston
COUNTY ATTORNEY

HARDEE COUNTY

COMPREHENSIVE POLICY GOVERNING CHARITABLE DONATIONS AND SOLICITATIONS

Background

Counties have been granted home rule powers to exercise the powers of County government to the extent not inconsistent with general or special law. Section 125.01, F.S. This broad grant of authority is limited by the proposition that county funds may only be used for a valid public purpose benefiting the respective county.

Purpose

The purpose of this Policy is to establish a fair and transparent process for the distribution and solicitation of charitable donations, Hardee County (the "County") hereby establishes this Comprehensive Policy Governing Charitable Donations and Solicitations ("Charitable Donation Policy").

Applicability

This Charitable Donation Policy shall apply to any group, organization, or person requesting public funds from the County and employees, officers, board/committee/commission members and County designated representatives who solicit charitable contributions/donations on behalf of the County.

POLICY

Donation of County Funds

The donation of any public funds or resources by the County shall promote a valid public purpose that directly benefits County residents and property owners. Donations made pursuant to this section shall not be used for individual gain and are not intended to provide the County's support for business or commercial enterprise or purposes.

1. An organization which uses funds awarded by the Board of County Commissioners (the "BOCC") for anything except a public purpose will be required to reimburse the County for the funds or associated costs of any goods, services, or resources awarded to it and will be barred from receiving subsequent awards.
2. Approval of funds during any one fiscal year neither guarantees nor implies approval for funding during any subsequent fiscal years.

Eligibility

1. An organization seeking a donation pursuant to the regulations set forth herein shall submit a letter of request for a donation to the County Manager or designee. The letter of request must include the following:
    a. The name, address and telephone number of the organization;
    b. Proof of its 501(c) status;

c. Purpose of the organization;

d. How the organization meets the criteria set forth herein;

e. The amount sought for donation; and

f. A certification that the organization does not discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

2. The County Manager or designee shall review any requests for compliance with this Charitable Donation Policy, any requests not meeting the requirements shall be returned to the entity/individual requesting the contribution. If the letter of request complies with the foregoing requirements and demonstrates that the organization meets the criteria set forth herein, the County Manager or designee shall submit the letter of request to the BOCC for consideration. Decisions of the County Manager of designee shall be appealable to the BOCC.

3. Funds may be awarded only to the following organizations:

   a. Not-for-profit 501(c) organization, as defined by the Internal Revenue Service ("IRS"), registered in the State of Florida, and operating within the geographical boundaries of the County;

   b. Homeowners associations and civic associations that are registered with the State of Florida, and operating within the geographical boundaries of the County, provided they meet the criteria and purposes set forth herein; or

   c. Organizations which provide services and/or goods to individuals and/or participants where at least 80 percent of the individuals and/or participants served by such an organization are residents of the County.

4. The following are not eligible for funding under this section:

   a. Individuals;

   b. Any religious, church, creed, or sectarian organization seeking donations to promote religious beliefs;

   c. Organizations holding events, programs or services outside of the geographical boundaries of the County;

   d. Organizations holding events, programs, or services that do not benefit the residents of the County;

   e. Political organizations and/or individual campaigns; and

   f. Organizations that discriminate on the basis of age, race, sex, sexual or gender orientation, marital status, disability or national origin.

Review and Award

1. Approval of funds for donations to an organization is discretionary and is determined on a case-by-case basis related to the eligibility requirements, purpose and goals of each program, service or event.

2. Consideration of requests shall be reviewed based on the following criteria:

   a. Measurable outcomes of the organization are in alignment with the County's strategic plans, mission and priorities, and BOCC goals;

   b. The organization's events, programs and services are compatible with the purpose of this section;

c. Level of community partners' contributions to the project and organizational capacity to host the event, program or service;

d. Demonstrated public support for the event, program or service;

e. Impact to the County staff, operations and/or facilities; and

f. Potential risk to the County.

3. The BOCC shall establish a budget for the funding of the expenditures provided for herein annually during the County's budget adoption process.

4. For requests for Goods, Services/In-kind donations, the County Manager or designee shall provide the cost to the County of providing the requested good/services/in-kind donations. The cost shall consider hourly cost of necessary personnel, utilities, public safety personnel, loss of potential revenue, etc.

COUNTY INITIATED SOLICITATION

Applicability

Any employees, officers, board/committee/commission members or County designated representative that solicits donations for a specified public purpose, charitable event or initiative and any individual or entity making a charitable contribution or donation shall be required to sign a form with County, affirmatively acknowledging this Charitable Donation Policy and the Florida Code of Ethics for Public Officers and Employees.

Solicitation of Funds/Donations/Contributions

Any solicitation for a charitable donation or contribution shall be for a specified public purpose, charitable event or initiative with a primary benefit to the residents of Hardee County.

County Manager Authority

The County Manager is authorized to accept donations and in-kind services, on behalf of the County, up to twenty-five thousand dollars ($25,000) and up to fifty thousand dollars ($50,000) for any County-sponsored events. Donations and in-kind services that are more than the amount provided for in this section shall require BOCC approval. The County Manager shall report donations and in-kind services in excess of twenty-five thousand dollars ($25,000) to the BOCC within thirty (30) business days of receipt.

General Applicability

1. The BOCC reserves the right to waive any part of this Charitable Donation Policy or procedure at any time. The decision of the BOCC shall be final and non-appealable.

2. The BOCC may impose conditions, additional requirements, reduced award amounts, etc., including a requirement that any recipient enter into an Agreement with the County, in form and substance acceptable to the County Attorney.

**Adopted _____ by Resolution No. _____*